



# MADERA COUNTY WORKFORCE INVESTMENT CORPORATION

## AGENDA

**April 25, 2024  
3:00 p.m.**

Meeting will be held at:

***Workforce Assistance Center – Executive Conference Room  
2037 W. Cleveland Avenue, Madera, CA 93637, 559-662-4589***

**REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY** Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in a meeting or function of the Madera County Workforce Investment Corporation, may request assistance by contacting the Executive Assistant at Madera County Workforce Investment Corporation office, 2037 W. Cleveland Avenue, Madera, CA 93637; Telephone 559/662-4589; CRS 711; Fax 559/673-1794.

This agenda and supporting documents relating to the items on this agenda are available through the Madera County Workforce Investment Corporation (MCWIC) website at <http://www.maderaworkforce.org/mcwic-meetings-and-agenda/>. These documents are also available at the Workforce Assistance Center – office of the Executive Director. MCWIC is an equal Opportunity Employer/Program. Auxiliary aids and services are available upon request.

### **1.0 Call to Order**

1.1 Pledge of Allegiance

### **2.0 Additions to the Agenda**

Items identified after preparation of the agenda for which there is a need to take immediate action. Two-thirds vote required for consideration (Government Code Section 54954.2(b)(2))

### **3.0 Public Comment**

This time is made available for comment from the public on matters within the Board's jurisdiction. The comment period will be limited to 15 minutes. Each speaker will be limited to 3 minutes.

### **4.0 Introductions and Recognitions**

### **5.0 Adoption of Board Agenda**

### **6.0 Consent Calendar**

6.1 Consideration of approval of the March 21, 2024, Madera County Workforce Investment Corporation (MCWIC) meeting minutes.

### **7.0 Action Items**

7.1 Consideration of approval of a budget adjustment in the amount of \$60,000 for the Madera County Superintendent of School (MCSOS) Foster Youth Services Coordinating Program Contract for a term date of 3/25/24 to 7/31/24.

### **8.0 Information Items**

8.1 Success Stories

8.2 Update on Workforce Development Board (WDB) of Madera County

- 8.3 Approval of Biennial Local Plan Modification PY 2021-24
- 8.4 Update on Local Workforce Area Performance Goals/Scores
- 8.5 America's Job Center of California (AJCC) Recertification and Local Plan Procurement
- 8.6 Information on Transfer of Funds from the Dislocated Worker Funding Stream to the Adult Funding Stream
- 8.7 Beaudette Inc.'s One Stop Operator (OSO) 3<sup>rd</sup> Quarter Report for the Period of January 1, 2024, through March 31, 2024
- 8.8 Update on Health Benefits – Medical/Dental/Vision
- 8.9 Update on Building Insurance
- 8.10 Salary Schedule Adjustments
- 8.11 California Workforce Association (CWA) WORKCON Conference
- 8.12 Update on Madera County Job Fairs 2024
- 8.13 Workforce Innovation and Opportunity Act (WIOA) Reauthorization
- 8.14 WDB Small Business Development Center (SBDC) Partner of the Year Award
- 8.15 Annual Review and Signature - Conflict of Interest Code
- 8.16 Unemployment Insurance (UI) Claims Information

**9.0 Written Communication**

**10.0 Open Discussion/Reports/Information**

- 10.1 Board Members
- 10.2 Staff

**11.0 Next Meeting**

May 23, 2024

**12.0 Adjournment**



**MADERA COUNTY  
WORKFORCE  
INVESTMENT CORPORATION**

**SPECIAL MEETING  
MINUTES**

**March 21, 2024**

*Convened at the Workforce Assistance Center - Conference Room  
2037 W. Cleveland Avenue, Madera, CA 93637  
(559) 662-4589*

**PRESENT:** Debi Bray, Gabriel Mejia (7.1), Mattie Mendez (7.1), Ramona Davie, Roger Leach, Tim Riche

**ABSENT:**

**GUEST:**

**STAFF:** Bertha Vega, Jessica Roche, Nicki Martin, Maiknue Vang

**1.0 Call to Order**

*Meeting called to order at 3:02 by Chair Debi Bray.*

**1.1 Pledge of Allegiance**

**2.0 Additions to the Agenda**

*None.*

**3.0 Public Comment**

*None.*

**4.0 Introductions and Recognitions**

*None.*

**5.0 Adoption of Board Agenda**

*Tim Riche moved to adopt the agenda, seconded by Ramona Davie.*

*Vote: Approved – unanimous*

*Yes: Debi Bray, Ramona Davie, Roger Leach, Tim Riche*

**6.0 Consent Calendar**

**6.1 Consideration of approval of the February 22, 2024, Madera County Workforce Investment Corporation (MCWIC) meeting minutes.**

*Roger Leach moved to approve the Consent Calendar, seconded by Tim Riche.*

*Vote: Approved – unanimous*

*Yes: Debi Bray, Ramona Davie, Roger Leach, Tim Riche*

## 7.0 Action Items

### 7.1 Review of Form 990 2022 tax returns by the MCWIC Board of Directors in preparation for submittal to the IRS.

*The Form 990 is for the IRS 2022 year as it reflects information for the 2022-2023 program year. The Form has been reviewed by Maiknue Vang, Executive Director, and Jessica Roche, Controller. Audited financials are included. Jessica informed the Board that the prior CPA noted the foundation grant funds received were considered "endowment funds" but the current CPA stated that those do not fit the definition of endowment funds and made an adjustment to eliminate information in Part V, Line 4 of the Return. She referred the Board to the notes contained at the bottom of page 10 at the end of the Checklist.*

*Roger Leach moved to accept the Form 990 as presented, seconded by Tim Riche.*

*Vote: Approved – unanimous*

*Yes: Debi Bray, Gabriel Mejia, Mattie Mendez, Ramona Davie, Roger Leach, Tim Riche*

### 7.2 Consideration of approval of Section 125 Premium Only Plan (POP) effective January 1, 2024, to allow employees to pay for dependent benefit coverage on a pre-tax basis.

*When the employee health insurance provider was changed from Blue Shield to Healthnet, staff discovered that the Section 125 POP was embedded within the Blue Shield plan, however, a POP was not embedded within the plans through Healthnet. A POP allows staff to pay the health insurance premium for a family member pre-tax. Activating the POP for MCWIC requires Board approval and requires a separate POP Administrator. Offering a POP can be considered an incentive for staff.*

*Gabriel Mejia moved to approve, seconded by Roger Leach.*

*Vote: Approved – unanimous*

*Yes: Debi Bray, Gabriel Mejia, Mattie Mendez, Ramona Davie, Roger Leach, Tim Riche*

### 7.3 Consideration of approval of the revised MCWIC Bylaws to include a minimum Board meeting schedule of up to 4 times a year.

*As discussed at the MCWIC Board meeting on 3/21/24, staff revised section 4.08 of the bylaws to state that the Board will meet up to 4 times a year. The Board may elect to meet more regularly but a minimum of 4 meetings per year are required. The Board will continue to meet monthly and will discuss possibly revising the meeting calendar at the start of the next program year.*

*Tim Riche moved to approve, seconded by Ramona Davie.*

*Vote: Approved – unanimous*

*Yes: Debi Bray, Gabriel Mejia, Mattie Mendez, Ramona Davie, Roger Leach, Tim Riche*

## 8.0 Information Items

### 8.1 Success Stories

*M. Suarez is a justice-involved individual who came through the Workforce program and obtained a CDL license. Justice-involved individuals can sometimes have a hard time getting a job. Probation referred M. Suarez to Madera Workforce. His wages recently went up to \$27 an hour.*

### 8.2 Update on Workforce Development Board (WDB) of Madera County

*Information provided within the agenda packet.*

### **8.3 Unemployment Insurance (UI) Claims Information**

*Information provided within the agenda packet.*

### **9.0 Written Communication**

#### **9.1 Annual Review 85% Formula Grant Fiscal Year 2022-23 Final Monitoring Report**

*Information provided within the agenda packet. The program and fiscal programs were monitored at the same time and received a clean report. The Board commended the staff for their hard work.*

### **10.0 Open Discussion/Reports/Information**

#### **10.1 Board Members**

- *Roger Leach: the 23<sup>rd</sup> Annual Prayer Breakfast is taking place on 5/2/24 at Hatfield Hall in the Madera Fairgrounds. They are still looking for table sponsors.*
- *Gabriel Mejia: the Camarena Classic golf charity tournament is taking place on 4/19/24. The California Primary Care Association (CPCA) asked him and Nichole Mosqueda to speak about Camarena's partnership with the Workforce system. There is a lot of interest in workforce programs. There was about 50 health centers there and about 400 attendees at the event.*
- *Tim Riche: thank MCWIC staff for participating in the MUSD Mock Graduate Profile Portfolios presentations. Lunch was prepared by students in the culinary program and can be ordered by the general public on certain days.*
- *Ramona Davie: U.S. Bank has a grant opportunity that Madera Workforce could consider. Mona shared the information with MCWIC staff. Maiknue stated that the \$25,000 grand funds, if awarded, could be used for non-WIOA participants and/or services.*
- *Mattie Mendez: VITA tax services are still being done at the Community Action Partnership of Madera County (CAPMC) office from 9:00 a.m. to 2:00 p.m. on Saturdays. Staff also went to Oakhurst to provide VITA services on 3/20/24. The Walk a Mile in Her Shoes event is taking place on 4/12/24 at Courthouse Park starting at 5:00 p.m.*

#### **10.2 Staff**

- *Maiknue Vang: the WDB received the Small Business Development Centers (SBDC) Partner of the Year award at their National SBDC Day Annual Luncheon on 3/20/24. The recipients were chosen from across 4 counties. Tim Lambert, SBDC Consultant, was awarded the Center Impact Award. Tim provides consultant services from the Workforce Assistance Center. MCWIC applied for the City of Madera's community development block grant (CDBG) with a focus on helping the English Language Learner (ELL) population obtain daycare licenses.*
- *Jessica Roche: staff submitted language to the attorneys for the building insurance to include in the policy documents for their review. The attorney suggested language that indicates that MCWIC will pay for the insurance directly and then will bill back to the landlord. The landlord will be responsible for billing and receiving payment from MUSD separate from MCWIC. The insurance amount is coming in at around \$10,000.*

### **11.0 Next Meeting**

*April 25, 2024*

### **12.0 Adjournment**

*Roger Leach moved to adjourn at 3:51 p.m.*

# Budget Adjustment Request

Request Date 3/26/2024

Grant/Contract: MCSOS Foster Youth Services Coordinating Program

Net Amount: \$60,000

Effective Date of Adjustment: March 25, 2024

Requester: Jessica Roche

Board Approval Needed (as outlined in policy):  Yes or No

## Requested Budget Adjustment

Increase operating budget to include new contract.

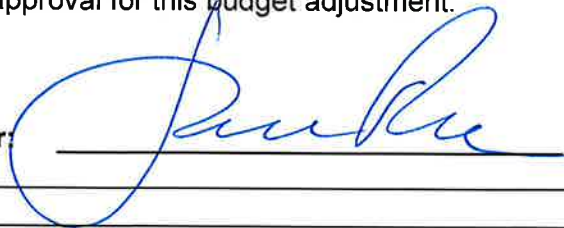
## Rationale

The Madera County Superintendent of Schools (MCSOS) new contract is a short term contract which will start March 2024 and end July 2024. Contract will be tracked independently by funding source along with all staff and client activity as required for reporting purposes.

## Signatures

I request approval for this budget adjustment:

Controller:



Date

3/26/24

Reviewed and Approved:

Executive Director



Date

4/3/24



## CONTRACT FOR SERVICES

This AGREEMENT made this 25th day of March, 2024, between:

**MADERA COUNTY SUPERINTENDENT OF SCHOOLS (MCSOS)**, Foster Youth Services Coordinating Program having a principal place of business at 1105 S. Madera Avenue, Madera, California 93637

and

**CONTRACTOR**, Madera County Workforce Investment Corporation having a principal place of business at 2037 W. Cleveland Ave. Madra, CA 93637 certifies that Contractor is a

Sole Proprietor       Corporation       Limited Liability Company  
 Partnership       Nonprofit Corporation       Other [describe: \_\_\_\_\_]

### ARTICLE 1. TERM OF CONTRACT

Section 1.01. This agreement will become effective on March 25, 2024, and will continue in effect until July 31, 2024 unless terminated in accordance with the provisions of Article 7 of this agreement.

### ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of MCSOS. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between MCSOS and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this agreement.

### ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

#### *Specific Services*

Section 3.01. Contractor agrees to:

Develop and provide eight orientations where an overview of program expectations and goals will be provided. Students will complete an interest inventory that will help connect them to industries, career information/exploration, and employers. Students will discuss occupations of interest. Contractor will identify potential employers. During a follow up orientation, next steps and requirements will be reviewed. Students will attend two workshops, Financial Literacy and Essential Workforce Skills through which they will learn how to create a household budget, understand credit, initiate a savings plan, and make informed financial decisions to avoid the cycle of debt and economic insecurity while giving them a foundation to build a secure financial future. Students will also participate in Career Planning and Developing Essential Workforce Skills such as Attitude, Communication, Teamwork, Work Ethic, and Time Management. Fifteen students will be provided with hands-on paid work experience at worksites based on their interest.

***Method of Performing Services***

Section 3.02. Contractor will determine the method, details, and means of performing the above-described services. MCSOS shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

***Employment of Assistants***

Section 3.03. Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this agreement. MCSOS may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance, and other applicable withholdings.

***Place of Work***

Section 3.04. Unless specified in Section 3.01, Contractor shall perform the services required by this agreement at any place or location and at such times as Contractor shall determine.

**ARTICLE 4. COMPENSATION**

Section 4.01. In consideration for the services to be performed by Contractor, MCSOS agrees to pay Contractor: \$60,000

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***Invoices***

Section 4.02. Contractor shall submit invoices for all services rendered.

***Method of Payment of Compensation***

Section 4.03. Payment will be made by check in two installments. First payment will be made at the start of services and the second payment will be made upon the rendering of services.

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Workforce Investment Corporation to invoice MCSOS two times.

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***Expenses***

Section 4.04. Contractor shall be responsible for all costs and expenses incident to the performance of services for MCSOS, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. MCSOS shall be responsible for no expenses incurred by Contractor in performing services for MCSOS.



## ARTICLE 5. OBLIGATIONS OF CONTRACTOR

### *Tools and Instrumentalities*

Section 5.01. Contractor will supply all tools and instrumentalities required to perform the services under this agreement. Contractor is not required to purchase or rent any tools, equipment or services from MCSOS.

### *Workers' Compensation Insurance*

Section 5.02. To the extent required by California law, Contractor shall secure workers' compensation insurance and provide MCSOS a certificate of coverage. In any event, Contractor shall hold harmless and indemnify MCSOS for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

### *General Liability Insurance*

Section 5.03. Without limiting Contractor's indemnification, Contractor agrees that, during the entire term of this contract, and any extension or modification thereof, Contractor shall maintain in force a policy or policies including a Commercial General Liability policy (contractual liability included) with limits of not less than one million dollars (\$1,000,000) combined single limits for all damages arising out of death, bodily injury, sickness, or disease from each accident or occurrence and all damages arising out of destruction of property for each accident or occurrence. No later than the effective date of this contract, Contractor shall provide MCSOS with satisfactory evidence of insurance, including a provision for thirty (30) calendar days' written notice to MCSOS before cancellation or material change of the above specified policies. Contractor shall name MCSOS as an additional insured by endorsement to the Contractor's insurance policies and provide that the Contractor's insurance is primary, such that insurance maintained by the MCSOS, if any, shall be excess and not co-primary. Contractor shall produce copies of its policies to MCSOS, upon request.

Certificate Required  Not Applicable

### *Indemnification of Liability*

Section 5.04. Contractor shall defend, indemnify, and hold harmless MCSOS, its officers, agents, employees, representatives, and volunteers against any and all liability imposed or claimed for damages for injury or death of any person or damage to any property, including attorneys' fees and other legal expenses, arising directly or indirectly from any act or omission of Contractor or Contractor's assistants, employees or agents, or in connection with the performance of this Agreement, except for liability resulting from the sole or active negligence or willful misconduct of MCSOS or from its officers, agents, employees, or representatives who are employed with MCSOS.

### *Assignment*

Section 5.05. Neither this agreement nor any duties or obligations under this agreement may be assigned by Contractor without the prior written consent of MCSOS.

### *State and Federal Taxes*

Section 5.06. As Contractor is not MCSOS's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- MCSOS will not withhold FICA (Social Security) from Contractor's payments

- MCSOS will not make state or federal unemployment insurance contributions on behalf of Contractor;
- MCSOS will not withhold state or federal income tax from payment to Contractor;
- MCSOS will not make disability insurance contributions on behalf of Contractor;
- MCSOS will not obtain workers' compensation insurance on behalf of Contractor.

Section 5.07. Contractor will provide a copy of:

Business License

Other Evidence of Self-employment   
*(i.e.: Estimated tax report, Employer ID #, 1099, etc.)*

Contractor represents and warrants that it is legally competent to provide the services contemplated under this Agreement in California.

## **ARTICLE 6. OBLIGATIONS OF MCSOS**

### ***Cooperation of MCSOS***

Section 6.01. MCSOS agrees to comply with all reasonable requests of Contractor (and provide access to all documents reasonably) necessary to the performance of Contractor's duties under this agreement.

### ***Assignment***

Section 6.02. Neither this agreement nor any duties or obligations under this agreement may be assigned by MCSOS without the prior written consent of Contractor.

## **ARTICLE 7. TERMINATION OF AGREEMENT**

### ***Termination on Occurrence of Stated Events***

Section 7.01. This agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of either party;
2. Cessation of program by MCSOS;
3. Cessation of operations by either party.

### ***Termination by MCSOS for Default of Contractor***

Section 7.02. Should Contractor default in the performance of this agreement or materially breach any of its provisions, MCSOS may terminate this agreement by giving written notification to Contractor fifteen (15) days in advance of termination. Contractor shall have the opportunity to remedy the breach by the end of business on the termination date (if the termination date falls on a weekend, the remedy must occur the preceding business day). For the purposes of this section, material breach of this agreement shall include, but not be limited to, the following:

1. Provisions stated and referred to in Section 3.01;
2. Failure to provide services in accordance with mutually agreed upon time frames;
3. Criminal conduct;
4. Conduct that, from a reasonable persons' view, jeopardizes the image, safety, or position of MCSOS.

***Termination by Contractor for Default of MCSOS***

Section 7.03. Should MCSOS default in the performance of this agreement or materially breach any of its provisions, Contractor, at the Contractor's option, may terminate this agreement by giving written notice to MCSOS. For the purposes of this section, material breach of this agreement shall include, but not be limited to the following:

Items stated or addressed under Article 4 Compensation.

***Termination for Failure to Make Agreed-Upon Payments***

Section 7.04. Should MCSOS fail to pay Contractor all or any part of the compensation set forth in Article 4 of this agreement on the date due, Contractor, at the Contractor's option, may terminate this agreement if the failure is not remedied by MCSOS within thirty (30) days from the date payment is due.

***Termination Without Cause***

Section 7.05. This agreement may be terminated without cause by MCSOS upon fourteen (14) days written notice to Contractor. In the event of a termination without cause, MCSOS shall pay Contractor for all services performed and all expenses incurred under this agreement, supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination.

**ARTICLE 8. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY**

Section 8.01. The Client agrees and acknowledges that the Contractor's Services and related training materials contain proprietary and confidential information embodying certain trade secrets of Contractor and its licensors that shall be disclosed to the Client in confidence.

Section 8.02. The Client shall not use any confidential information received from the Contractor except as expressly permitted under this Agreement, and the Client shall not purposely disclose any such confidential information to any third party (except the Client's employees and only on a "need-to-know" basis) without the Contractor's prior written consent, unless required to do so by court order or other operation of law, and then only subject to prompt notice to the Contractor.

Section 8.03. Client's responsibilities under this Section 8 shall expressly arise only as to confidential information that has been specifically identified as such in writing by Contractor to Client and, in any event, only to the extent any specifically identified confidential information has been purposely disclosed to a third party.

Section 8.04. The Client hereby acknowledges that the Contractor is the exclusive owner of all rights, title, and interest in and to, or authorized licensee of, all Intellectual Property Rights in its training materials, including without limitation, the content thereof and in the ideas and concepts embodied therein, and in any and all copies, modifications, alterations, and enhancements to the confidential information, including any derivative works resulting therefrom. "Intellectual Property Rights" means any and all now known or hereafter devised rights under any intellectual property law or regulation in any jurisdiction throughout the world, whether tangible or intangible, including without limitation copyrights, trademark and trade name rights and similar rights, trade secret rights, patents, designs, algorithms and other industrial property rights, whether arising by operation of law, contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, issuances, divisions or

reissues thereof now or hereafter in force (including any rights in any of the foregoing), confidential information and trade secrets, and the waiver of any "moral rights" associated with such rights. Except as set forth herein, the Client will not acquire any rights in or to any of the Intellectual Property Rights of the Contractor, nor will it take any action that may adversely affect or impair the Contractor's, or its licensor's, rights, title, and interest in or to their Intellectual Property Rights. Nothing herein shall be construed to effect any transfer of ownership.

## **ARTICLE 9. GENERAL PROVISIONS**

### ***Notices***

Section 9.01. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement. But each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

### ***Entire Agreement of the Parties***

Section 9.02. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for MCSOS and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

### ***Partial Invalidity***

Section 9.03. If any provision in this agreement is held by a court of competent jurisdiction to be valid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

### ***Attorneys' Fees***

Section 9.04. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

### ***Criminal Background Assessment and Clearance Requirements***

Section 9.05. Contractor, including any Contractor who is an individual operating as a sole proprietor, shall comply, at Contractor's sole cost and expense, with Education Code Sections 45125.1 and 45125.2, if applicable, to fingerprint Contractor's employees, and the employees of any of Contractor's subcontractors or consultants, who are anticipated to come into contact with the MCSOS's students. Contractor further agrees to comply with any other fingerprinting requirements that may apply, as set forth in Education Code section 45125 et seq. Contractor shall complete the attached Certification of Criminal Background Assessment and Clearance prior to any of the Contractor's employees, or the employees of any of Contractor's subcontractors or consultants, coming into contact with MCSOS's pupils. Contractor further acknowledges and agrees that no employees, agents or representatives of

Contractor, or any of Contractor's subcontractors or consultants, shall come into contact with MCSOS's students if they have been convicted of a felony as defined in Education Code section 45122.1. Notwithstanding anything to the contrary herein, to protect the safety of any pupil that may come into contact with a Contractor who is an individual operating as a sole proprietor, MCSOS shall, as required by Education Code section 45125.1(k), prepare and transmit that individual's fingerprints to the Department of Justice for processing.

THIS AGREEMENT IS NOT VALID UNLESS:

- (1) SIGNED BY AN AUTHORIZED MCSOS OFFICIAL, AND
- (2) TO THE EXTENT REQUIRED BY EDUCATION CODE SECTION 45125.1, MCSOS HUMAN RESOURCES HAS REVIEWED CONTRACTOR'S CERTIFICATION OF CRIMINAL BACKGROUND ASSESSMENT AND CLEARANCE.

MCSOS has determined that Certification of Criminal Background Assessment and Clearance:

- IS NOT required, as the Contractor WILL NOT have contact or unsupervised contact with MCSOS pupils; OR
- IS required, as the Contractor WILL have unsupervised contact with MCSOS pupils and the completed Certification of Criminal Background Assessment and Clearance is attached.

**Governing Law**

Section 9.06. This agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at Madera, California, on the date and year first above written.

**CONTRACTOR:**

**MADERA COUNTY SUPERINTENDENT OF SCHOOLS:**

Company name: \_\_\_\_\_

Madera County Workforce Investment Corporation

By: Maiknue Vang  
(Signature)

By: Cecilia A. Massetti  
(Signature)

Maiknue Vang  
Typed Name

Dr. Cecilia A. Massetti  
Typed Name

Executive Director, Workforce Devt. Board  
Typed Title

Madera Co. Superintendent of Schools  
Typed Title

45-5243432  
Social Security or Taxpayer Identification Number

Date: 3/19/2024

Date: 3/15/24



**MADERA COUNTY  
WORKFORCE  
INVESTMENT CORPORATION**

**Agenda Item 8.1**

Consent

Action

Information

**To: Madera County Workforce Investment Corporation**

**From: Maiknue Vang, Executive Director**

**Date: April 25, 2024**

**Subject: Success Stories**

**Information:**

Successful program participants have been invited to share information about their experience working with our system, and how their participation contributed to positive results.

**Financing:**

Workforce Innovation and Opportunity Act

# SUCCESS STORY

## Mirna M.



My name is Mirna. After COVID I had been unemployed for two years, not for lack of trying to find a job but no one was willing to hire me. I came to the Madera Workforce looking for an opportunity to be retrained in a trade I love, which is Culinary Arts. They were very diligent in getting me to the right resources.

After the initial intake, I had the pleasure of working closely with Andrea who guided me to the training program and assisted me in getting the financial assistance to achieve my success. I started my Culinary Arts journey on May 31st, 2023. I graduated and completed the program on March 14, 2024, from the Institute of Technology, with a Culinary Arts Diploma. I was awarded the perfect attendance certificate and was placed on the Dean's List for exemplary grades. I finished my internship at Heirloom, a restaurant in Fresno. I completed it with high praise from the Chef.

The best part of my journey was that Andrea was always checking on me and my progress. She would call me and make sure I was being taken care of. On April 1st she revamped my resume and invited me to the job fair equipped with my new and improved resume. She made copies for me and left them ready to pick up.

I attended the job fair on April 4th, 2024, and was hired on the spot with Chukchansi Gold resort and Casino as a Line Cook. Not even a month after graduating, I am employed and negotiating my salary.

My long-term goal is to open my own business in the food industry. She referred me to Tim from SBDC. I met with him on April 18th, 2024. He is helping me create a business plan for a food truck business. My goal is to provide a Central American and Mexican cuisine blend to the community.

Thank you, Madera Workforce, for the assistance with funding my training and thank you Andrea for your support.





## Agenda Item 8.2

Consent

Action

Information

**To:** Madera County Workforce Investment Corporation  
**From:** Maiknue Vang, Executive Director  
**Date:** April 25, 2024  
**Subject:** Update on Workforce Development Board (WDB) of Madera County

### **Information:**

The WDB Executive Committee had 2 additional follow up meetings with Bob Lanter/CWA to continue plotting specific tasks over the next 18 to 24 months under each of the 5 strategic initiatives identified during January's action planning workshop. The team met in person on March 15, 2024, and virtually on April 8, 2024, to develop a draft timeline and action plan that went to the full board for review and was approved at their meeting on April 18, with minor revisions to Work Ethics to include all Madera County school districts.

Sub committees will be created for each of the 5 priority areas that will be led by an Executive Committee member with MCWIC staff as co-leads. Board members will be assigned to at least 1 sub committee, but may serve on multiple subcommittees if they choose to. Sub committees will meet outside of regular WDB meetings to accomplish the specific tasks outlined in the action plan. These priorities will guide future WDB meetings and subcommittees will have an opportunity to report on the progress made.

Sub committees will launch in July.

### **Financing:**

Workforce Innovation and Opportunity Act/James Irvine Foundation



## Madera WDB Action Plan 2024-2026

	<b>Launch – Q1 (Jul-Sep 24)</b>	<b>Q2</b>	<b>Q3 (Jan-Mar 25)</b>	<b>Q4</b>	<b>Q5 (Jul-Sep 25)</b>	<b>Q6</b>	<b>Q7 (Jan-Mar 26)</b>	<b>Q8</b>	<b>Victory (July-Sep 26)</b>
<p><b>Leadership Engagement</b> <i>Re-evaluate the WDB so that the right leaders of today are investing in the leaders of tomorrow.</i></p>	<p>Learn our own board – who is currently here, who are they representing?</p> <p>Look at Madera Board composition= Are they an administrator, have hiring authority and term limits</p> <p>Work with other WDBs to review their WDB composition-</p> <p>What are the priority sector areas for jobs, growth, and training – State, Regional, Local. How is funding focused around sectors?</p> <p>Identify budget to facilitate leadership development.</p>	<p>Who else is missing from Board composition- what is the purpose of adding additional board members?</p> <p>Review bylaws.</p> <p>Decide to add Board members, advisory committees, or engage through meetings</p>	<p>Creating agendas aligned with strategic priorities.</p> <p>Assign board members to attend regional/state meetings- Include Marketing work below</p>	<p>Develop Speakers PPT for Board members to use and assign- Include marketing below.</p>	<p>Assign board members to attend regional/state meetings- Possible meet and greets with Elected Officials Include Marketing work below.</p> <p>Board Development Ad-Hoc, Exec or Committee adopted</p>	<p>Assign board members to attend regional/state meetings Include Marketing work below</p>	<p>Assign board members to attend regional/state meetings – Possible meet and greets with Elected Officials Include Marketing work below</p>	<p>Assign board members to attend regional/state meetings Include Marketing work below</p>	<p>Understand where WDB can help; Orgs/CLEOs coming to the WDB regarding workforce/economic development issues</p>
<p><b>Training (Industry-specific):</b> <i>Develop responsive training to meet industry demand.</i></p>	<p>Sector Partnership – Launched</p> <ol style="list-style-type: none"> <li>1. Healthcare</li> <li>2. Transportation</li> <li>3. Manufacturing</li> </ol> <p>Explore New Hospital Group Contact – Invite to Healthcare Sector Partnership</p>	<p>Industry Sector Round Table/Think Tank to identify short-term/long term needs.</p> <p>Coordinating job fair for hospital staffing</p>	<p>From the priority sector research Q1 and the “Think Tanks” – ID occupational shortages, pain points, and strategies to employ.</p>	<p>Introduce and Launch WBL Initiative</p>	<p>From the priority sector research Q1 and the “Think Tanks” – ID occupational shortages, pain points, and strategies to employ.</p>				<p>Increased job creation, industry expansion, career pathway development in key sectors.</p>
<p><b>Work Ethics:</b> <i>Increase community focus on cultural adaptability and work ethics.</i></p>	<p>Reinstitute Madera work ethics</p>	<p>Convene w/ MUSD focus groups of employers to understand the graduate profile, advise work ethics, and metrics of Madera Promise</p>	<p>Assess students’ interest in current and emerging labor markets to connect with and understand industries.</p>	<p>Develop work-based learning opportunities aligned with MUSD for students who are achieving Madera Promise</p>	<p>Developing common messaging/ marketing of Madera Promise</p>	<p>Connect the WDB essential skills training to align with Madera Promise (Adult Ed)</p>			<p>Graduate community profile created (Madera Promise)</p>

## Madera WDB Action Plan 2024-2026

	Launch – Q1 (Jul-Sep 24)	Q2	Q3 (Jan-Mar 25)	Q4	Q5 (Jul-Sep 25)	Q6	Q7 (Jan-Mar 26)	Q8	Victory (July-Sep 26)
<p><b>Marketing/Brand</b> <i>Implement a marketing plan that highlights the benefits of Madera County and incorporate success stories and community voices.</i></p>	<p>Identify key individual staff and board members with marketing talent and skills to leverage.</p> <p>Explore funding opportunities to staff position or PR firm</p>	<p>Review and analyze current marketing strategies, processes, materials – based on desired outcomes.</p> <p>ID target audience and what you are trying to achieve/call to action.</p>	<p>Revamp Marketing – Based on discoveries in Q2, determine strategies for materials; Develop consistent messaging- Logo redesign</p> <p>Conduct client assessment to better understand how they get their information/platform.</p> <p>convening partners to develop outreach.</p>		<p>Elevate narrative of Madera County being the place to live AND work AND raise a family. – determine tools to use to elevate. Do we tie this to jobs and training?? Campaign – we support you. “We Believe”</p> <p>Ensure tools are created to track outcomes from marketing/ROI. Analyze efforts and adjust as necessary.</p>			<p>Report outcomes from marketing; outcomes would include customer (employer and individuals ) successes</p>	<p>Increase in customer awareness, partnerships, opportunities, and value through marketing campaign</p>
<p><b>Policy:</b> <i>Create a unified &amp; aligned vision for Madera County communities that supports inclusive policies and demonstrates our connectedness.</i></p>		<p>Review current WIOA mandated and local board approved policies for “inclusiveness” and access across all County communities.</p> <p>Meet with other rural local WDBs to discuss services to ALL communities and how it gets done.</p>	<p>Explore having an ELL serving on Madera Board?</p> <p>Work with PR firm to ensure policies are meeting the needs of rural communities – HCD</p>	<p>To understand the future of CTE - Convene partnership groups to include academic partners and service providers so that alignment exists with WDB and industry. Compile list or inventory of the countywide CTE, ROP programs with academic partners – Schedule meetings/discussions on how they align with workforce board.</p>	<p>Look at inventory and how it aligns with workforce programs to support, enhance, and meet college and career ready students. Dual enrollment for example.</p>	<p>Continue with Q5</p>			<p>Inclusive policies are developed and maintained that provides inclusiveness and accessible to all Madera County Communities</p>



## **A G E N D A**

**April 18, 2024  
3:00 p.m.**

Meeting will be held in person at:

***Workforce Assistance Center, Executive Conference Room, 2037 W. Cleveland Avenue, Madera, CA 93637***

or via Zoom at:

***7112 North Fresno Street, #160, Fresno, CA 93720***

***REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY*** Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in a meeting or function of the Workforce Development Board of Madera County, may request assistance by contacting the Executive Assistant at Madera County Workforce Investment Corporation office, 2037 W. Cleveland Avenue, Madera, CA 93637; Telephone 559/662-4589; CRS 711; Fax 559/673-1794.

If a quorum of the Workforce Development Board is not present at the time of the meeting BUT a quorum of the Workforce Development Board Executive Committee IS present, an Executive Committee board meeting will be conducted in place of the Workforce Development Board.

This agenda and supporting documents relating to the items on this agenda are available through the Workforce Development Board website at <http://www.maderaworkforce.org/workforce-board-meetings/>. These documents are also available at the Madera County Workforce Assistance Center – office of the Executive Director. The Workforce Development Board is an equal Opportunity Employer/Program. Auxiliary aids and services are available upon request.

### **1.0 Call to Order/**

1.1 Pledge of Allegiance

### **2.0 Additions to the Agenda**

Items identified after preparation of the Agenda for which there is a need to take immediate action. Two-thirds vote required for consideration (Government Code Section 54954.2(b)(2))

### **3.0 Public Comment**

This time is made available for comment from the public on matters within the Board's jurisdiction but not appearing on the agenda. The Board will not take action on any items presented under public comment. The comment period will be limited to 15 minutes.

### **4.0 Introductions and Recognitions**

### **5.0 Adoption of Board Agenda**

### **6.0 Consent Calendar**

6.1 Consideration of approval of the October 19, 2023, Workforce Development Board (WDB) meeting minutes.

6.2 Consideration of approval of February 1, 2024, WDB Executive Committee meeting minutes.

6.3 Consideration of approval of April 3, 2024, WDB Executive Committee meeting minutes.

6.4 Consideration of approval of the February 15, 2024, Workforce Development Board (WDB) meeting minutes.

6.5 Consideration of approval of the re-appointment of Omair Javaid, World Financial Group, for an additional 3-year term: 5/11/24 to 5/11/27.

- 6.6 Ratification of approval of transfer of funds from the Dislocated Worker funding stream to the Adult funding stream in order to maximize customer service and provide more flexibility of services in the areas of greatest need as allowed by Workforce Innovation and Opportunity (WIOA) Section 113(b)(4):
- EDD Subgrant AA311014 Year of Authorization (YOA) 2022 Transfer of Funds request in the amount of \$100,000
  - EDD Subgrant AA411014 YOA 2023 Transfer of Funds request in the amount of \$250,000

## **7.0 Action Items**

- 7.1 Consideration of approval of Beaudette Inc.'s One Stop Operator (OSO) report for the period of January 1, 2024, through March 31, 2024.
- 7.2 Consideration of approval of Emilio Hipolito's Director application to the WDB representing the Labor Sector for a 3-year term.
- 7.3 Consideration of approval of Chris Childers' Director application to the WDB Executive Committee representing a non-WDB member.
- 7.4 Consideration of approval of the Draft WDB Action Plan.

## **8.0 Information Items**

- 8.1 Success Stories
- 8.2 Madera County Workforce Investment Corporation (MCWIC) Update
- 8.3 Approval of Local Area Subsequent Designation and Local Board Recertification Program Year (PY) 2023-25
- 8.4 Approval of Biennial Local Plan Modification PY 2021-24
- 8.5 Update on Local Workforce Area Performance Goals/Scores
- 8.6 America's Job Center of California (AJCC) Recertification and Local Plan Procurement
- 8.7 California Workforce Association (CWA) WORKCON Conference
- 8.8 Information on Weekly Unemployment Insurance (UI) Initial Claims for Madera County

## **9.0 Written Communication**

- 9.1 Annual Review 85% Formula Grant Fiscal Year 2022-23 Final Monitoring Report

## **10.0 Open Discussion/Reports/Information**

- 10.1 Board Members
- 10.2 Staff

## **11.0 Next Meeting**

June 20, 2024

## **12.0 Adjournment**



**MADERA COUNTY  
WORKFORCE  
INVESTMENT CORPORATION**

**Agenda Item 8.3**

Consent

Action

Information

**To: Madera County Workforce Investment Corporation**  
**From: Maiknue Vang, Executive Director**  
**Date: April 25, 2024**  
**Subject: Approval of Biennial Local Plan Modification PY 2021-24**

**Information:**

Madera's Biennial Local Plan modification for Program Year (PY) 2021 – 2024, submitted to the State on March 31, 2023, has been reviewed and approved by the California Workforce Development Board (CWDB) for compliance with the Regional and Local Plan requirements outlined in [Workforce Services Directive WSD22-05](#). Approval will be through June 30, 2025.

**Financing:**

Workforce Innovation and Opportunity Act

**From:** CWDB Policy Unit <[PolicyUnit@cwdb.ca.gov](mailto:PolicyUnit@cwdb.ca.gov)>  
**Sent:** Tuesday, March 19, 2024 3:24 PM  
**To:** Maiknue Vang <[MVang@maderaworkforce.org](mailto:MVang@maderaworkforce.org)>  
**Cc:** Alatorre, Gustavo@EDD <[Gustavo.Alatorre@edd.ca.gov](mailto:Gustavo.Alatorre@edd.ca.gov)>  
**Subject:** Local Plan Two-Year Modification Approval

Good afternoon,

The two-year modification to the Local Plan that you have submitted for Program Year (PY) 2021 - 2024 has been reviewed and evaluated for compliance with the Regional and Local Plan requirements outlined in [Workforce Services Directive WSD22-05](#).

On behalf of the California Workforce Development Board (CWDB), your Local Plan has been approved. We want to thank you for your efforts to meet the goals outlined in the California Unified Strategic Workforce Development Plan by facilitating a planning process that ensures greater coordination and collaboration with our strategic partners.

Thank you and please contact us if you have any questions.

Best,



800 Capitol Mall, Ste. 1022  
Sacramento, CA 95814  
[www.cwdb.ca.gov](http://www.cwdb.ca.gov)

**Yessica Mox** (she/her)  
*Policy Analyst*  
*Policy, Research, and Legislation Branch*  
Cell: 916-764-5186

**CWDB Vision:** A California economy defined by equity, quality jobs, and climate resiliency.

**CONFIDENTIALITY NOTICE:** This communication, its contents and attachments may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use, or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.



**Agenda Item 8.4**

Consent
                 
  Action
                 
  Information

**To:** Madera County Workforce Investment Corporation  
**From:** Maiknue Vang, Executive Director  
**Date:** April 25, 2024  
**Subject:** Update on Local Workforce Area Performance Goals/Scores

**Information:**

In accordance with WIOA section 116(b), the State is required to evaluate local performance outcomes at the end of each Program Year (PY). This evaluation process has been completed for PY 2022 and Madera’s scores for all performance indicators in the Adult, DW, and Youth programs are provided below. To perform successfully, a Local Area must meet a Performance Score of 50% or higher, which we have exceeded on all performance indicators. Per WSD20-02, the Measurable Skill Gains (MSG) performance indicator is not being considered in performance success for PY 2022. However, it is included in the table below to provide Local Areas with context for the future when the MSG indicator will be reviewed for performance.

Performance Scores	Adult	Dislocated Worker	Youth
Employment 2 <sup>nd</sup> Quarter After Exit	101.6%	96.5%	106.8%
Employment 4 <sup>th</sup> Quarter After Exit	102.2%	109.7%	120.3%
Median Earnings	145.4%	130.1%	141.7%
Credential Attainment	99.7%	169.2%	93.7%
Measurable Skill Gains	142.8%	163.8%	135.7%

All Local Area Performance Scores are published on EDD’s website.

**Financing:**

Workforce Innovation and Opportunity Act



## Agenda Item 8.5

Consent

Action

Information

**To:** Madera County Workforce Investment Corporation  
**From:** Maiknue Vang, Executive Director  
**Date:** April 25, 2024  
**Subject:** America's Job Center of California (AJCC) Recertification and Local Plan Procurement

**Information:**

The Workforce Development Board of Madera County (WDB) released a Request for Quote (RFQ) on March 14, 2024, seeking quotes from individuals or entities to assist in completing the AJCC Comprehensive Certification in Madera County as outlined in EDD Directive WSD 23-05 Comprehensive, Affiliate, and Specialized Certification, and the Madera County Local Plan as outlined in WSD upon guidance from the State EDD. Request for Quote (RFQ) will be held in compliance with 2 CFR Part 200 Procurement Standards outlined in sections 200.317-200.327. Quotes must be received no later than 4:30 pm on April 26, 2024. Late quotes will not be considered.

AJCC Comprehensive Certification will take effect January 1, 2025. Current Local Plan PY 21-24 will term June 30, 2025.

**Financing:**

Workforce Innovation and Opportunity Act



## COMPREHENSIVE, AFFILIATE, AND SPECIALIZED AJCC CERTIFICATION

### EXECUTIVE SUMMARY

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This policy provides guidance and establishes the procedures regarding certification of comprehensive, affiliate, and specialized America’s Job Center of California<sup>SM</sup> (AJCC) locations. This policy applies to all Local Workforce Development Boards (Local Board) and is effective immediately.

This policy contains all state-imposed requirements.

This Directive finalizes Workforce Services Draft Directive *AJCC Comprehensive and Affiliate/Specialized Certification* (WSDD-250), issued for comment on August 15, 2023. The Workforce Development Community submitted seven comments during the draft comment period. A summary of comments, including all changes, is provided as Attachment 4.

This policy supersedes Workforce Services Directive *AJCC Comprehensive and Affiliate/Specialized Certification* (WSD20-08), dated March 1, 2021. Retain this Directive until further notice.

### REFERENCES

- 
- *Workforce Innovation and Opportunity Act* (WIOA) (Public Law 113-128) Sections 121(g) and 188
  - *Americans with Disability Act Amendments Act of 2008* (ADA) (Public Law 110-325)
  - Title 20 CFR Part 679: Statewide and Local Governance of the Workforce Development System Under Title I of the Workforce Innovation and Opportunity Act, Section 679.370(q)
  - Title 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the WIOA
  - Title 34 CFR WIOA, Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions (WIOA Joint Final Rule)
  - Training and Employment Guidance Letter (TEGL) 16-16, *One-Stop Operations Guidance for the American Job Center Network* (January 18, 2017)

*The EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.*

- TEGL 04-15, *Vision for the One-Stop Delivery System Under the WIOA* (August 13, 2015)
- *California's Unified Strategic Workforce Development Plan* (State Plan) 2020-2023
- [Workforce Services Directive WSD22-13, Selection of AJCC Operators and Career Services Providers](#) (May 1, 2023)
- WSD18-12, *WIOA Memorandums of Understanding* (April 30, 2019)
- Workforce Services Information Notice WSIN12-43, *New One-Stop Branding – America's Job Center of California Network* (March 15, 2013)

## BACKGROUND

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The WIOA establishes a framework under which Local Boards are responsible for maintaining a network of high-quality, effective AJCCs that align a wide variety of publicly or privately funded education, employment, and training programs. To assist in these efforts, the California Workforce Development Board (CWDB) developed objective criteria and procedures for Local Boards to use when certifying the AJCCs within their Local Workforce Development Areas (Local Area). These policies and procedures are based on the prior certification process, which utilized an AJCC Certification Workgroup comprised of state-level partners and Local Board representatives and ensures that AJCCs deliver a better experience and continuously improve services for job seekers, workers, and employers.

The WIOA Joint Final Rule Section 678.800 outlines three key requirements for AJCC certification:

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

California's certification process is centered on these key requirements and sets a statewide standard of service delivery that ensures all customers consistently receive high-quality service.

The initial certification process was previously designed with two separate Directives: one for comprehensive AJCCs outlined in *Certification Process for Comprehensive AJCC* (WSD16-20), and the other for affiliate/specialized AJCCs outlined in *Certification Process for Affiliate and Specialized AJCCs* (WSD18-11), which were combined and superseded by WSD20-08.

The comprehensive, affiliate and specialized AJCC certification matrixes are due by **November 1, 2024**.

## POLICY AND PROCEDURES

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In accordance with WIOA Section 121(g), Local Boards must select an evaluation panel to perform an independent and objective evaluation of the AJCCs in their Local Areas once every three years using criteria and procedures established by the CWDB. The Local Board can add

additional certification criteria tailored to the needs of their Local Area, but they may not remove or replace any of the federal or state criteria.

The certification process for comprehensive, affiliate, and specialized AJCCs will be conducted during Program Year (PY) 2024-25 and take effect January 1, 2025.

### **Baseline AJCC Certification Process**

The baseline AJCC certification process ensures that every comprehensive, specialized, and affiliate AJCC complies with key WIOA statutory and regulatory requirements. It is important to note that this is an individualized process; it will not be used to compare or rank one AJCC or Local Board against another AJCC or Local Board.

#### Comprehensive AJCC Baseline Certification

The following requirements must be met to certify an AJCC as comprehensive (Attachment 1):

1. Each Local Board and partner within the comprehensive AJCC have a signed and implemented Memorandum of Understanding (MOU) with the Local Board meeting the requirements in the *WIOA Memorandums of Understanding* directive (WSD18-12).
2. The AJCC has implemented the board-defined roles and responsibilities of the AJCC Operator and Title I Adult and Dislocated Worker Career Services Provider as indicated in the *Selection of AJCC Operators and Career Services Providers* directive (WSD22-13).
3. The AJCC complies with equal opportunity for individuals with disabilities in accordance with the ADA, WIOA Section 188, Title 29 CFR Part 38, WIOA Joint Final Rule Section 678.800, and all other applicable federal and state guidance.
4. The AJCC meets all regulatory requirements to be considered a comprehensive AJCC as identified in the WIOA Joint Final Rule Section 678.305.

#### Affiliate and Specialized AJCC Baseline Certification

The following requirements must be met to certify an AJCC as an affiliate or specialized (Attachment 2):

1. Each Local Board and partner within an affiliate or specialized AJCC have a signed and implemented MOU with the Local Board meeting the requirements in the *WIOA Memorandums of Understanding* directive (WSD18-12).
2. The AJCC complies with equal opportunity for individuals with disabilities in accordance with the ADA, WIOA Section 188, Title 29 CFR Part 38, WIOA Joint Final Rule Section 678.800, and all other applicable federal and state guidance.
3. Meets all regulatory requirements to be considered an affiliate or specialized AJCC as identified in the WIOA Joint Final Rule Sections 678.300(d)(3), 678.310, and 678.320.

### **AJCC Certification Indicator Assessment**

To highlight areas where AJCCs can continuously improve their service delivery, the AJCC Certification Workgroup identified seven AJCC Certification Indicators to measure continuous improvement for all AJCCs. These seven indicators will continue to be utilized to establish consistency throughout the Local Areas.

The AJCC Certification Indicators are as follows:

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

The AJCC Certification Indicator Assessment (Attachment 3) describes each certification indicator along with examples of criteria. The assessment requires a complete rationale for each certification indicator provided.

The Local Board may establish additional criteria or set higher standards for continuous improvement than those listed above.

The Local Boards must submit a completed AJCC Certification Indicator Assessment to their Regional Advisor by **November 1, 2024**.

### **AJCC Continuous Improvement Plan**

Once the AJCC Certification Indicator Assessment is completed, the Local Board must use the recommendations and evaluations from the assessment to create a Continuous Improvement Plan for the AJCC.

Since Local Boards oversee the AJCC system within the Local Workforce Development Area, the AJCC Continuous Improvement Plan should be developed locally in coordination with the Local Board AJCC Operator and in alignment with the agreed upon goals and objectives within the established Regional and Local Plans and MOUs to drive continuous improvement for the AJCC system. The continuous improvement plan does not need to be submitted with the Baseline Criteria Matrix and the AJCC Certification Indicator Assessment.

Since the goal is for Local Boards to work with each of their comprehensive, affiliate, and specialized AJCCs to continually improve and progress within each AJCC Certification Indicator, all Local Boards must attest to developing the Continuous Improvement Plan with target dates with the AJCC. The Continuous Improvement Plan must be completed by **December 31, 2024**.

Local Boards are encouraged to note the changes that have taken place in the form of virtual services due to COVID-19. Additionally, Local Boards may use the Continuous Improvement Plan to highlight key procedural changes that have occurred as a result of the pandemic and how those changes have been beneficial to the AJCC's continuous improvement.

### **Local Board Certification Process**

The Local Boards may choose to use staff, the AJCC Operator (unless it's the Local Board), a subcommittee, or a neutral third-party to conduct the open, independent evaluation of each comprehensive, affiliate, and specialized AJCC. Based on those evaluations, the individual(s) or entity that conducts the independent review can provide recommendations to the Local Board regarding the certification status and continuous improvement strategies. However, the Local Board must officially decide and submit the AJCC Baseline Criteria Matrix and accompanying AJCC Certification Indicator Assessment for each of the comprehensive, specialized, and affiliate AJCCs in the Local Area.

To avoid potential conflicts of interest, the entity that conducts the evaluations cannot be an AJCC program partner or a Title I Adult and Dislocated Worker Career Services Provider. If a Local Board contracts with a provider to serve as both the AJCC Operator and the Title I Adult and Dislocated Worker Career Services provider, that entity is also not allowed to conduct the evaluation.

However, if a Local Board has been approved by the Governor to also act as the Title I Adult and Dislocated Worker Career Services Provider, Local Board staff may conduct the evaluation so long as there are clear and robust firewalls in place that separate the Local Board staff who work in the AJCCs from the Local Board staff who would be conducting the evaluations of those AJCCs. In this case, the CWDB may request additional information and documentation from the Local Board to verify that the firewalls are substantive enough to remove potential conflicts or biases.

The Local Board must also retain adequate supporting documentation of their certification determination for each AJCC. This includes, but is not limited to, ADA compliance monitoring reports, MOUs, procedure manuals, questionnaires, surveys, interview notes from customers, partners, or staff, and performance information used during the certification process.

Certification documentation may be requested by the Department of Labor, the CWDB, or the EDD to substantiate a certification decision.

Although not required, AJCC staff may want to conduct an initial self-assessment prior to the Local Board's evaluation. A self-assessment is a helpful tool that can assist the AJCC in addressing potential compliance issues or areas of improvement prior to the Local Board's certification decision. A self-assessment is not an independent and objective evaluation. It cannot be used in lieu of the Local Board's (or official designee's) evaluation.

### **CWDB Certification Process**

As required by the WIOA Joint Final Rule Section 678.800, when the Governor approves a Local Board to serve as the AJCC Operator, the CWDB must certify the AJCC(s) where the Local Board is the AJCC's Operator. Prior to the CWDB's certification process, the Local Board must conduct an initial self-assessment for certification for all comprehensive, affiliate, and specialized AJCCs using the Baseline Criteria Matrix and complete an AJCC Certification Indicator Assessment.

The Local Board must submit the Baseline Criteria Matrix and the AJCC Certification Indicator Assessment by **November 1, 2024**, to their Regional Advisor. The CWDB will review certification packets for the certification status of each comprehensive, affiliate, and specialized AJCC by **December 15, 2024**.

### **Submissions**

Local Boards must electronically submit their Baseline Criteria Matrix and AJCC Certification Indicator Assessment via email to their Regional Advisor.

The Local Board Director must sign the Baseline Criteria Matrix and AJCC Certification Indicator Assessment to attest to the Local Board's approval of each comprehensive and affiliate/specialized AJCC's certification level and agreement to develop a Continuous Improvement Plan with target dates with the AJCCs.

## **ACTION**

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Bring this Directive to the attention of all relevant parties.

## **INQUIRIES**

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If you have any questions, contact your assigned [Regional Advisor](#).

/s/ JAVIER ROMERO, Deputy Director  
Workforce Services Branch

### Attachments:

1. [Comprehensive AJCC Certification Baseline Matrix \(DOCX\)](#)
2. [Affiliate and Specialized AJCC Certification Baseline Matrix \(DOCX\)](#)
3. [AJCC Certification Indicator Assessment \(DOCX\)](#)
4. [Summary of Comments \(DOCX\)](#)

**Workforce Development Board of Madera County  
Madera County Workforce Investment Corporation**

**Uniform Guidance Request for Quote  
For  
AJCC Comprehensive Certification  
And  
Madera County Local Plan**

**Inquiries and Quotes should be directed to:**

**Jessica Roche, Controller  
PO Box 1205, Madera, CA 93639  
[mworkforce@maderaworkforce.org](mailto:mworkforce@maderaworkforce.org)**

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# General Information

## A. Purpose

The Workforce Development Board of Madera County (WDB) seeks quotes from individuals or entities to assist in completing the AJCC Comprehensive Certification as outlined in WSD32-05 for the comprehensive AJCC in Madera County and the Madera County Local Plan as outlined in WSD (will provide directive upon release by the State EDD).

Request for Quote (RFQ) will be held in compliance with 2 CFR Part 200 Procurement Standards outlined in sections 200.317-200.327.

## B. Instructions on Quote Submission

1. Closing Submission Date: Quotes must be received no later than 4:30 pm on April 26, 2024. Late quotes will not be considered.
2. Inquiries: Questions concerning this RFQ should be directed via email to Jessica Roche at [mworkforce@maderaworkforce.org](mailto:mworkforce@maderaworkforce.org) and submitted by close of business 5:00 p.m. on March 29, 2024. Subject line must reflect 'RFQ AJCC Certification & Local Plan.' All questions and answers will be posted and responded back by email within two (2) business days and also posted on the Madera County Workforce Investment Corporation (MCWIC's) website at <http://www.maderaworkforce.org/public-notices/>. It is the responsibility of the Offeror to check the website for any updated information posted, including questions and answers.
3. Conditions of Quote: All costs incurred in the preparation of a quote responding to this RFQ will be the responsibility of the Offeror and will not be reimbursed by MCWIC.
4. Quote Submissions:

Completed quotes may be submitted as follows:

**EMAIL:** [mworkforce@maderaworkforce.org](mailto:mworkforce@maderaworkforce.org) Subject: RFQ AJCC Certification & Local Plan

All quotes submitted must be submitted by the closing date and time noted in RFQ and is the responsibility of the Offeror to ensure that the quote is received by MCWIC by the date and time specified. **Late quotes will not be considered.**

5. Right to Reject: MCWIC reserves the right to reject any and all quotes received in response to this RFQ. A contract for the accepted quote will be based on the factors described in this RFQ.
6. Small and /or Minority-Owned Businesses: Efforts will be made by MCWIC to utilize small businesses and minority-owned businesses. An Offeror qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

7. Notification of Award:

- a. It is expected that a decision about selection of the successful Contractor will be made within 6 weeks of the closing date for the receipt of quotes.
- b. Upon conclusion of final negotiations with the successful Contractor, all Offerors submitting quotes in response to this RFQ will be informed by email of the name of the successful Contractor.

**C. Contract Term**

At the discretion of MCWIC, this contract may be extended to cover the following two (2) periods of AJCC Certification renewal periods. The cost for the additional periods will be agreed on by MCWIC and the Offeror.

**D. Services Requested to be Performed**

**Comprehensive AJCC Certification**

The Comprehensive AJCC Certification should follow the guidance provided by the California Workforce Development Board in EDD Directive *WSD 23-05 Comprehensive, Affiliate, and Specialized Certification*.

The WIOA Joint Final Rule outlines three key requirements for AJCC certification: 1) effectiveness of the AJCC, 2) physical and programmatic accessibility for individuals with disabilities, and 3) continuous improvement. California's certification process is centered on these key requirements and sets a statewide standard of service delivery that ensures all customers consistently receive a high-quality level of service.

**AJCC Certification Indicator Assessment** - The seven AJCC Certification Indicators are as follows:

1. The AJCC ensures universal access, emphasizing individuals with barriers to employment.
2. The AJCC actively supports the One-Stop system through effective partnerships.
3. The AJCC provides integrated, customer-centered services.
4. The AJCC is an on-ramp for skill development and attaining industry-recognized credentials that meet the needs of targeted regional sectors and career pathways.
5. The AJCC actively engages industry and labor and supports regional sector strategies through an integrated business services strategy focusing on quality jobs.

6. The AJCC has high-quality, well-informed, and cross-trained staff.
7. The AJCC achieves business results through data-driven continuous improvement.

**AJCC Continuous Improvement Plan** - Once the AJCC Certification Indicator Assessment is completed, the Evaluator must use the recommendations and evaluations from the assessment to create a continuous improvement plan for each of the comprehensive and affiliate AJCCs.

Since the goal is for Local Boards to work with each of their comprehensive and affiliate/specialized AJCCs to improve and progress within each AJCC Certification, all Local Boards must continually attest to developing the Continuous Improvement Plan with target dates with the AJCC.

**WDB and AJCC Partner Input** - The evaluation process should include an onsite evaluation of the AJCC as well as convenings of AJCC staff and partners to gather input.

**Supporting Documentation** – All supporting documentation utilized by the Evaluator must be provided to the WDB. This may include, but is not limited to, ADA compliance monitoring reports, MOUs, procedure manuals, questionnaires, surveys, interview notes from customers, partners, or staff, and performance information used during the certification process.

**Timeline** -The certification process for comprehensive and affiliate/specialized AJCCs will be conducted during Program Year 2024-2025 and take effect January 1, 2025.

- **Indicator Assessment**
  - **July 1, 2024 through September 30, 2024** The Local Boards must submit a completed AJCC Certification Indicator Assessment to their Regional Advisor by November 1, 2024
  - **December 15, 2024** Certification Indicator Assessment reviewed and approved by CWDB
- **Continuous Improvement Plan - October 1, 2024 to November 31, 2024**, then approved by WDB.
  - Approved by WDB **December 19, 2024**
  - Continuous Improvement Plan must be COMPLETED and in effect by **December 31, 2024**

## **WIOA Local Plan**

As outlined under WIOA Section 106, the Local Plan demonstrates operational alignment with the strategic objectives of the respective Regional Plan, drives coordination with local partners, and highlights key service delivery strategies. In this regard, service delivery is typically integrated at the local level, where resources are braided, and support is provided to participants through multiple workforce system partners. The Local Plans should address partnerships established under the previous Local and Regional Planning and Modification processes. This includes WIOA core and required program partners, as well as state strategic

partnerships. Local Boards are also encouraged to address any additional partnership efforts taking place at the local level, if applicable.

### **WIOA Core and Required Partner Coordination**

The ultimate vision is for core and required programs to operate as a unified system, strategically assessing and responding to the needs of workers and employers and aligning them with service strategies. This section of the Local Plan should address coordination with the following WIOA core and required program partners identified under WIOA Section 121. This section of the Local Plan should address AJCC partners coordination of services and resources, co-enrollment, access to services, workforce and education, and compliance with WIOA Section 188.

### **Strategic Partner Coordination**

This section of the Local Plan should address ongoing coordination efforts with the partnerships established in Regional and Local Plans.

### **WIOA Title I Coordination**

This section of the Local Plan should describe strategies for staff preparation, training, and ongoing professional development to effectively respond to participant needs. It should also address the services, activities, and administrative requirements established for Local Boards under WIOA Title I. Strategies for staff should include training and/or professional development, rapid response activities, assessment of WIOA priority of services, assessment of WIOA youth program requirements, and assessment of the AJCC operator and/or the Career Services Provider are being fulfilled.

### **Stakeholder and Community Engagement**

The development of comprehensive Plans entails building broad and inclusive partnerships with regional and local entities in a variety of sectors. It includes engaging with employers and labor organizations, as well as WIOA core, required, and strategic program partners.

Using the Stakeholder and Community Engagement Summary Template, RPU and Local Boards should provide a detailed description of how meaningful stakeholder involvement and community engagement were achieved when developing the Regional and Local Plans. This summary should be included as an attachment to both the Regional and Local Plans. A list of potential Regional and Local Planning Partners is included as a tool to assist with identifying stakeholders for the planning process.

#### *Public Meetings and Public Comment*

Local Boards must provide a 30-day opportunity for public comment prior to submission of the Regional and Local Plans. Any comments that express disagreement with the Regional or Local Plans must be included in the final submission.

### **Regional and Local Plan Format and Submission Dates**

RPU and Local Boards must follow the format outlined in the EDD WSD directive. Local Plan must be WDB approved no later than February 28, 2025. The Local Plan must be approved by the Madera County CLEO in March 2025. The submission of the Local Plan to the State must be submitted by USB flash drive to the CWDB no later than March 31, 2025.

Local Plan information above is based on prior plan year directive released by EDD. Upon release of the new State EDD Directive for the Local Plan, the directive will be reviewed

between MCWIC and Offeror and any changes determined at that time to scope and/or costs will be negotiated.

#### **E. Quote Requirements**

1. A brief description of experience/related expertise, the name, address, telephone, email of the individual submitting the quote, and type of organization.
2. Outline of the work plan, including a timeline, and cost determined per, should be based on the accomplishment of each of the following tasks:
  - a. AJCC Certification Indicator Assessment
  - b. Continuous Improvement Plan
3. Any cost for travel, if needed, should be itemized separately as a NTE amount:
  - a. Auto
  - b. Air Travel
  - c. Hotel



## Agenda Item 8.6

Consent

Action

Information

**To:** Madera County Workforce Investment Corporation  
**From:** Maiknue Vang, Executive Director  
**Date:** April 25, 2024  
**Subject:** Information on Transfer of Funds from the Dislocated Workforce Funding Stream to the Adult Funding Stream

**Information:**

The WDB Executive Committee met on April 3, 2024, to approve the transfer of funds from the Dislocated Worker funding stream to the Adult funding stream in order to maximize customer service and provide more flexibility of services in the areas of greatest need as allowed by Workforce Innovation and Opportunity (WIOA) Section 113(b)(4):

- EDD Subgrant AA311014 Year of Authorization (YOA) 2022 Transfer of Funds request in the amount of \$100,000
- EDD Subgrant AA411014 YOA 2023 Transfer of Funds request in the amount of \$250,000

While there has been an increase in Adult eligible clients, DW clients still remain low. Additionally, much of the training costs spent on DWs are for skills upgrading and do not have high costs associated with the activity. Training for Adults is generally longer and higher in costs.

**Financing:**

Workforce Innovation and Opportunity Act

**Transfer of Funds Request**

1. Local Area Madera County  
 2. Subgrant Number AA311014 3. Request Date 3/13/2024  
 4. Program Year 2022 5. Transfer Request No 02

6. Direction of Transfer (Check One):

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

7. Amount of Transfer \$100,000

8. Contact Person Jessica Roche

9. Contact Person's Telephone Number 559-662-4590

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

Date of Local Board meeting to discuss transfer 4/3/24  
 Date of Local Board meeting to approve transfer 4/3/24

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

Signature *Maiknue Vang*  
 Name Maiknue Vang  
 Title Executive Director  
 Date 4/3/24

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

Due to the recovery of the pandemic and reduced unemployment numbers, we have minimal eligible dislocated workers coming in for assistance. In regards to the Adult eligible clients, we are seeing a slight increase, but the participants coming in are in need of more intensive assistance prior to training.

## Transfer of Funds Request Budget Plan

Local Area <u>MAD</u>	Date Prepared <u>3/13/2024</u>
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Subgrant Number <u>AA311014</u>	Grant	Adult to DW <input type="checkbox"/> 201 → 299 <input type="checkbox"/> 202 → 200	DW to Adult <input type="checkbox"/> 501 → 499 <input checked="" type="checkbox"/> 502 → 500	Year of Appropriation <u>2022</u>	Grant Code
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FUNDING IDENTIFICATION	ADULT	DW
1. Formula Allocation	827,911	603,688
2. Prior Adjustments - Plus or Minus	0	2,713
3. Previous Amounts Transferred	180,000	(180,000)
4. Current Amount to be Transferred	100,000	(100,000)
5. TOTAL FUNDS AVAILABLE (Lines 1 through 4)	<b>1,107,911</b>	<b>326,401</b>

TOTAL ALLOCATION COST CATEGORY PLAN	ADULT	DW
6. Program Services (Lines 6a through 6c)	<b>997,120</b>	<b>293,761</b>
a. Career Services (WIA Core Services / Intensive Services)	585,538	192,481
b. Training Services	221,582	65,280
c. Other	190,000	36,000
7. Administration	110,791	32,640
8. TOTAL (Lines 6 plus 7)	<b>1,107,911</b>	<b>326,401</b>

QUARTERLY TOTAL EXPENDITURE PLAN (cumulative)	ADULT	DW
9. September 2022	0	12,344
10. December 2022	13,478	14,609
11. March 2023	219,869	16,354
12. June 2023	442,549	71,354
13. September 2023	638,668	97,255
14. December 2023	839,011	155,632
15. March 2024	1,107,911	326,401
16. June 2024	1,107,911	326,401

COST COMPLIANCE PLAN (maximum 10%)	ADULT	DW
21. % for Administration Expenditures (Line 7/Line 5)	<b>10.00%</b>	<b>10.00%</b>

Jessica Roche, Controller	559-662-4590
<b>Contact Person, Title</b>	<b>Telephone Number</b>

**Comments**



## Transfer of Funds Request Participant Plan

Local Area: MADAA31104Prepared Date 03.13.2024

Enter the number of individuals in each category.

TOTALS FOR PY 20__	ADULT	DW
1. Registered Participants Carried in from PY 2021	161	14
2. New Registered Participants for PY 2022	161	26
3. Total Registered Participants for PY 2022 (Line 1 plus 2)	<b>322</b>	<b>40</b>
4. Exiters for PY 2022	170	11
5. Registered Participants Carried Out to PY 2023 (Line 3 minus 4)	<b>152</b>	<b>29</b>

PROGRAM SERVICES (based on line 3 count)		
6. Career Services	<b>644</b>	<b>80</b>
a. Basic Career Services (WIA Core Services)	322	40
b. Individualized Career Services (WIA Intensive Services)	322	40
7. Training Services	115	20

EXIT STATUS (based on line 4 count)		
8. Entered Employment	73	3
9. Training-Related	41	3
10. Entered Military Service	0	0
11. Entered Apprenticeship Program	0	0
12. Exited for Exclusionary Reasons	14	2

Jessica Roche, Controller

**Contact Person, Title**

559-662-4590

**Telephone Number****Comments:**

The participants coming into the AJCC are needing more intensive services. There has been an increase in Adult eligible clients, but DW clients still remains slow. DW are more focused on only receiving basic career services and not training. Transferring funds will help service the Adult eligible participants.

**Transfer of Funds Request**

1. Local Area Madera County  
 2. Subgrant Number AA411014 3. Request Date 3/13/2024  
 4. Program Year 2023 5. Transfer Request No 01

6. Direction of Transfer (Check One):

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

7. Amount of Transfer \$250,000

8. Contact Person Jessica Roche

9. Contact Person's Telephone Number 559-662-4590

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

Date of Local Board meeting to discuss transfer 4/3/24

Date of Local Board meeting to approve transfer 4/3/24

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

Signature *Maiknue Vang*

Name Maiknue Vang

Title Executive Director

Date 4/3/24

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

Madera County is still experiencing a slow recovery from the pandemic and the low unemployment rate is reflected in the reduced Dislocated Worker eligible participants. In regards to the Adult eligible clients, we are seeing an increase, and the participants coming in are in need of more intensive assistance prior to training, but are also wanting training.

## Transfer of Funds Request Budget Plan

Local Area <u>MAD</u>	Date Prepared <u>3/13/2024</u>
-----------------------	--------------------------------

Subgrant Number <u>AA411014</u>	Grant Code	Adult to DW <input type="checkbox"/> 201 → 299 <input type="checkbox"/> 202 → 200	DW to Adult <input type="checkbox"/> 501 → 499 <input checked="" type="checkbox"/> 502 → 500	Year of Appropriation <u>2023</u>
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FUNDING IDENTIFICATION	ADULT	DW
1. Formula Allocation	773,535	524,321
2. Prior Adjustments - Plus or Minus	0	0
3. Previous Amounts Transferred	0	0
4. Current Amount to be Transferred	250,000	(250,000)
<b>5. TOTAL FUNDS AVAILABLE (Lines 1 through 4)</b>	<b>1,023,535</b>	<b>274,321</b>

TOTAL ALLOCATION COST CATEGORY PLAN	ADULT	DW
6. Program Services (Lines 6a through 6c)	<b>921,182</b>	<b>246,889</b>
a. Career Services (WIA Core Services / Intensive Services)	511,768	161,850
b. Training Services	255,884	54,864
c. Other	153,530	30,175
7. Administration	102,354	27,432
<b>8. TOTAL (Lines 6 plus 7)</b>	<b>1,023,535</b>	<b>274,321</b>

QUARTERLY TOTAL EXPENDITURE PLAN (cumulative)	ADULT	DW
9. September 2023	0	0
10. December 2023	0	0
11. March 2024	245,360	35,248
12. June 2024	568,040	90,248
13. September 2024	710,050	125,632
14. December 2024	887,563	165,632
15. March 2025	1,023,535	274,321
16. June 2025	1,023,535	274,321

COST COMPLIANCE PLAN (maximum 10%)	ADULT	DW
21. % for Administration Expenditures (Line 7/Line 5)	<b>10.00%</b>	<b>10.00%</b>

Jessica Roche, Controller	559-662-4590
<b>Contact Person, Title</b>	<b>Telephone Number</b>

**Comments**

It has taken longer than expected to connect with Adult eligible individuals from the pandemic, but they are finally coming in for full basic and training services. DW eligible individuals still remain low due to low unemployment. Expenditures above do not include obligations for clients.

## Transfer of Funds Request Participant Plan

Local Area: MAD AA411014Prepared Date 03.13.2024

Enter the number of individuals in each category.

TOTALS FOR PY 20__	ADULT	DW
1. Registered Participants Carried in from PY 2021	153	29
2. New Registered Participants for PY 2022	181	25
3. Total Registered Participants for PY 2022 (Line 1 plus 2)	<b>334</b>	<b>54</b>
4. Exiters for PY 2022	148	24
5. Registered Participants Carried Out to PY 2023 (Line 3 minus 4)	<b>186</b>	<b>30</b>

PROGRAM SERVICES (based on line 3 count)		
6. Career Services	<b>944</b>	<b>83</b>
a. Basic Career Services (WIA Core Services)	472	49
b. Individualized Career Services (WIA Intensive Services)	472	34
7. Training Services	156	13

EXIT STATUS (based on line 4 count)		
8. Entered Employment	74	24
9. Training-Related	45	10
10. Entered Military Service	0	0
11. Entered Apprenticeship Program	0	0
12. Exited for Exclusionary Reasons	8	2

Jessica Roche, Controller

559-662-4590

**Contact Person, Title****Telephone Number****Comments:**

The participants coming into the AJCC are needing more intensive services. There has been an increase in Adult eligible clients, but DW clients still remains low. The DW are more focused on receiving basic career services and job placement. Much of the training costs being spent for DW are for skills upgrading and do not have high costs. Transferring funds will help service the Adult eligible participants. Much of the training for Adult are longer length of training time and higher costs.





**MADERA COUNTY  
WORKFORCE  
INVESTMENT CORPORATION**

**Agenda Item 8.7**

Consent

Action

Information

**To: Madera County Workforce Investment Corporation**  
**From: Maiknue Vang, Executive Director**  
**Date: April 25, 2024**  
**Subject: Beaudette Inc.'s One Stop Operator (OSO) report for the period of January 1, 2024, through March 31, 2024**

**Information:**

Beaudette Inc. is the One-Stop Operator (OSO) for our local area – a role that is required in the law and by state policy. The OSO plans, develops agendas, and facilitates monthly partner meetings in our area. The OSO provides quarterly reports on progress to the Workforce Development Board. The quarterly report for the period of 1/1/24 to 3/31/24 is attached for the Board's review.

**Financing:**

Workforce Innovation and Opportunity Act

## Madera County AJCC Q3 Continuous Improvement Report FY 2023-24

Prepared by Gary Beaudette, One Stop Operator

### Introduction

In the third quarter of fiscal year 2023-24, the Madera County Workforce Assistance Center (MCWAC) concentrated its efforts on the strategic implementation of the Continuous Improvement Plan (CIP) goals. This quarter was pivotal in advancing our commitment to enhancing workforce services and support systems in alignment with both federal Workforce Innovation and Opportunity Act (WIOA) standards and state directives. Our targeted actions this quarter were directed at refining service delivery methods, increasing partner collaboration, and intensifying customer feedback mechanisms to ensure high-quality service across our operations. Each initiative undertaken was a step towards achieving the specific continuous improvement goals set out in our CIP, aiming to boost overall service effectiveness and elevate client satisfaction across the board.

### Key Highlights of the Quarter

- **Cross-Training Day Implementation:** Addressing CI Indicator 2.b, we conducted a Cross-Training Day on February 8th and 12th, facilitating a comprehensive exchange of roles and responsibilities among partners. This initiative has been pivotal in reinforcing partner collaboration and ensuring clarity in service delivery roles post-pandemic.
- **Center Based Service Delivery Training:** In response to the ongoing need for customer-centered service approaches, a specific training session on "Center Based Service Delivery" was held. This training emphasized the Customer-Centered Design (CCD) methodologies, encouraging partners to adopt practices that focus on the client's perspective and needs.
- **Enhanced Customer Feedback Systems:** In alignment with CI Indicator 1.b, we revamped our customer feedback mechanisms. We developed a new survey enhanced with QR codes to ease accessibility, setting a target to collect at least 10 completed surveys monthly. This initiative aims to gather substantial customer insights to refine our virtual service offerings. We have been struggling to reach our goal, but will continue to improve.
- **Training on Serving Individuals with Barriers:** We have significantly progressed on CI Indicator 6.a by instituting monthly training sessions aimed at enhancing the competency of our staff and partners in serving clients with various employment barriers. These sessions have covered:
  - **Justice-Impacted Clients** on January 10, 2024.
  - **English Language Learners** on February 14, 2024.
  - **Individuals with Disabilities** on March 13, 2024.

The forthcoming sessions will focus on **LGBTQ** (April 10, 2024) and **Mental Wellness** (May 8, 2024), continuing our commitment to addressing the needs of diverse client groups.

## Meetings and Collaborations

Throughout the quarter, our emphasis on regular partner meetings and the integration of continuous improvement discussions have fostered a transparent and collaborative environment. Each meeting focused on reviewing ongoing actions and setting concrete steps for future initiatives, ensuring all partners are aligned with the center's strategic goals.

### January Meeting: January 17, 2024

- **Virtual Meeting via Zoom:** Initiated Q3 with a strong start by reviewing the achievements of 2023 and setting the stage for upcoming initiatives.
- **Customer Feedback Surveys:** Discussed the importance of achieving the target of 10 completed surveys per month, reflecting our commitment to enhancing service quality through direct customer insights.
- **Partner Cross-Training Day:** Initial plans were discussed for a Cross-Training Day to be held on January 30, aiming to bolster inter-agency understanding and effective service referrals among partners.

### February Meeting: February 14, 2024

- **In-person at Madera County Workforce Assistance Center:** Focused on the outcomes of the Cross-Training Day, highlighting the enhanced partner collaboration and shared understanding of services.
- **Special Presentation on English Language Learners:** Featured strategies to support ELLs, enhancing our service offerings to this key demographic.
- **Customer Feedback and Surveys:** Continued emphasis on innovative strategies to increase survey completion, ensuring robust feedback for service improvement.

### March Meeting: March 13, 2024

- **In-person at Madera Workforce Development:** Concentrated on refining data-driven strategies to improve service delivery, in alignment with our Continuous Improvement Plan.
- **Training on Disabilities:** A special focus was placed on enhancing support for individuals with disabilities, with contributions from the Department of Rehab.
- **Customer Centered Design Check-In:** Reviewed the integration of CCD across partner services, discussing new strategies and challenges faced during implementation.

## Continuous Improvement Efforts

The third quarter was a pivotal period for the Madera County Workforce Assistance Center (MCWAC), marked by dedicated efforts to enhance service delivery and client satisfaction through our Continuous Improvement Plan (CIP). Each action taken was aligned with specific Continuous Improvement (CI) indicators, as outlined below:

### **CI Indicator 1.b: Enhanced Customer Feedback on Virtual Services**

- **Actions Taken:** We developed and deployed a new survey system, complete with QR codes, designed to gather more intensive feedback from users of our virtual services. This initiative aimed to involve all partners and ensure comprehensive data collection.
- **Purpose and Impact:** The goal was to achieve 10 completed surveys per month to gather actionable insights that directly inform enhancements in service quality and user satisfaction, enabling targeted improvements in service delivery.

### **CI Indicator 2.b: Re-assessment of Partner Roles for On-site Service Delivery**

- **Actions Taken:** We hosted a Cross-Training Day on February 8th and 12th, which brought together all partners at both the Madera County Workforce Assistance Center and online via Zoom. This event was critical for reassessing and confirming the roles and responsibilities of co-located partners as we transition back to on-site operations.
- **Purpose and Impact:** These sessions were designed to enhance inter-agency understanding and collaboration, ensuring that all partners are well-versed in each other's services for effective referrals and integrated client support.

### **CI Indicator 3.a: Training on Customer-Centered Service Delivery**

- **Actions Taken:** We conducted a comprehensive training session on "Center Based Service Delivery" (CCD), a methodology that prioritizes customer needs throughout the service design and delivery process. This training encouraged all partners to adopt CCD approaches.
- **Purpose and Impact:** The aim was to foster a service culture centered around the needs and experiences of customers, thereby improving satisfaction and service efficiency.

### **CI Indicator 3.b: Optimization of Mock Interview Panels**

- **Actions Taken:** To reduce duplication and enhance efficiency, we streamlined our approach to conducting mock interviews. We invited partners to collaborate and assist in these sessions, held every Thursday from 8:30 AM to 12:00 PM.
- **Purpose and Impact:** These collaborative sessions provide practical interview experience to clients, enhancing job readiness and confidence while optimizing resource use among partners.

### **CI Indicator 6.a: Training for Serving Individuals with Barriers to Employment**

- **Actions Taken:** Throughout Q3, we held monthly training sessions focused on serving individuals with various barriers to employment. These included sessions for justice-impacted clients, English language learners, and individuals with disabilities.
- **Purpose and Impact:** The training aimed to disseminate best practices and address challenges in serving diverse client populations. By sharing expertise among partners, we enhance the effectiveness of our services and ensure that all individuals have equitable access to employment opportunities.



## **Challenges and Opportunities**

This quarter also highlighted specific challenges, particularly in the adaptation of all partners to the enhanced feedback and data collection systems. Although data collection has been a longstanding challenge, we are now capturing relevant and actionable data through the "Impact Reports" produced by the Madera County Workforce Development Board (WDB). These reports are proving crucial in evaluating the effectiveness of our services and the impact on our client base.

However, these challenges have catalyzed innovative solutions. One significant development has been the creation of a unified digital platform for data reporting and feedback analysis. This platform is expected to streamline operations further, enhancing our ability to measure and report on the success of our initiatives accurately and in real-time. This move towards more integrated data management is a crucial step in our continuous improvement efforts, ensuring that we not only meet but exceed our strategic goals in workforce development.

## **Conclusion**

As we conclude the third quarter of fiscal year 2023-24, the Madera County Workforce Assistance Center (MCWAC) has made significant strides in realizing the objectives of our Continuous Improvement Plan (CIP). Our focused efforts this quarter have not only addressed key operational challenges but have also set the stage for sustained enhancements in service delivery and client engagement.

The implementation of our continuous improvement goals has been instrumental in refining our strategies and operations, particularly in the realms of partner collaboration, customer feedback, and specialized training initiatives. These actions have demonstrated our capacity to adapt and innovate, ensuring that our services are both effective and responsive to the needs of our diverse client base.

Our commitment to enhancing data collection and feedback mechanisms has been met with challenges, particularly in the integration of new systems across all partner operations. However, the introduction of the unified digital platform for data reporting and feedback analysis marks a pivotal advancement, promising to transform our approach to monitoring and evaluation. The data captured in the "Impact Reports" by the Madera County Workforce Development Board (WDB) has been invaluable, providing us with the insights needed to fine-tune our services and strategies effectively.



# MADERA COUNTY WORKFORCE INVESTMENT CORPORATION

## Agenda Item 8.8

Consent

Action

Information

**To:** Madera County Workforce Investment Corporation

**From:** Maiknue Vang, Executive Director

**Date:** April 25, 2024

**Subject:** Update on Health Benefits – Medical/Dental/Vision

### **Information:**

MCWIC changed medical insurance carrier from Blue Shield to HealthNet effective January 1, 2024. Our renewal gold plan with Blue Shield would have increased deductibles to staff coverage, creating more out of pocket costs for employees, as well as increased premium costs to MCWIC. Other Blue Shield options were not comparable to our current plan and would have significantly increased costs to MCWIC with an even more significant reduction of coverage for employees.

Our insurance broker with HUB International obtained a higher platinum coverage plan at a lower premium with HealthNet, providing MCWIC with slight savings in premium costs and lower deductibles for employees. Employees were informed of changes and potential impacts on coverage and costs and were asked to provide an exhaustive list of healthcare providers used in the Valley. Prior to enrollment, our insurance broker confirmed that all employee healthcare providers were covered under HealthNet.

Our insurance broker met with all employees on December 1, 2023, to review health benefits and the enrollment process. There were no changes to Dental and Vision plans, no impact on the budget, and MCWIC continues to cover 100% of employees' premium costs.

### **Financing:**

Workforce Innovation and Opportunity Act



**MADERA COUNTY  
WORKFORCE  
INVESTMENT CORPORATION**

**Agenda Item 8.9**

Consent

Action

Information

**To: Madera County Workforce Investment Corporation**

**From: Maiknue Vang, Executive Director**

**Date: April 25, 2024**

**Subject: Update on Building Insurance**

**Information:**

An amendment to the facility lease was discussed and reviewed with MCWIC attorneys and although the Building Insurance being bound by the Tenant directly affects section 4.e.(2) in the Lease, the attorneys also advised that revisions be made to section 18 (c). Once the formal lease amendment document has been received and signed by both Landlord and Tenant, the insurance will be bound on May 9, 2024, with MCWIC's policy holder, The Hartford Insurance.

**Financing:**

Workforce Innovation and Opportunity Act

Below is the language of the amendment to the Lease with KTDG, LLC (formerly known as Creekside Farming Company Inc.). Copies of the sections from the ORIGINAL lease agreement are also provided.

### **Lease Amendment 02**

#### 4. Rent

##### e. Operating Expenses

###### (2) Insurance.

Tenant shall obtain Building Insurance coverage beginning May 9<sup>th</sup>, 2024, and listing owner as loss payee and certificate holder on policy. Landlord shall reimburse Tenant annually for all costs of such Building Insurance calculated as follows: the total annual cost of such Building Insurance paid by Tenant, minus Tenant's proportionate share of the insurance calculated based upon the total square footage comprising the Premises leased by Tenant (e.g., 15,363 square feet) as the numerator and the total square footage of the Building (e.g., 33,363 square feet) as the denominator (e.g.,  $15,363/33,363 = 46.05\%$ ). Landlord shall reimburse Tenant for such costs within thirty (30) days of the effective date of the policy and upon the anniversary of the effective date each year thereafter. In the case of casualty loss to the building, and if there is a claim brought against or under the Building Insurance policy, the Landlord shall pay all deductibles and fees associated with the policy and claims thereof and Tenant shall have no obligations, responsibility, or liability associated with such deductibles or fees. Landlord hereby expressly waives any claim it may have, either presently or at any future date, against Tenant related Tenant's obligations under this paragraph or any alleged failure of Tenant regarding or related to the same. In the event this Lease expires or is terminated in a year for which Tenant has already paid the policy, any credit of the building insurance policy received by Tenant due to termination of the lease, will be reimbursed back to Landlord based on proportionate share of square footage with other Tenant.

#### 18. Destruction of Premises

(c) Rent During Restoration. In case of the substantial destruction of the entire Premises and the parties do not elect to terminate the Lease as provided herein, the Tenant shall not be required to pay rent for the time period between the date of the destruction and the date of substantial completion of restoration. In the event of partial destruction, the rent during the restoration period shall be reduced based on the ratio of the amount of the square footage of the area that the Tenant is able to continue to use during the restoration as compared to the square footage leased by the Tenant before the destruction (i.e., if the Tenant is not able to use 55% of the Premises during the restoration, then the rent will be reduced by 55% during the restoration period). Upon substantial completion of the restoration, the obligation to pay rent in full will resume.

# ORIGINAL

notice shall be deemed effective on personal delivery to Landlord or on the date it is deposited in the United States mail in accordance with the provisions of Section 26.

4. **Rent.** During the Initial Term, Tenant shall pay to Landlord on a monthly basis the rental amount of \$1.16 per sq. ft (the "Rent"). The Rent shall be fixed at this amount during the first five (5) years. Thereafter, the rent will increase 2% each year during the remainder of the Initial Term. During each Option Period, the Rent shall increase 2% per year. In addition to the Rent for the Leased Premises, Tenant shall pay Landlord a monthly Common Area Maintenance ("CAM") charge not to exceed \$1.48 a sq. ft. annually. The parties agree that the CAM charge shall be at actual cost and the Landlord shall impose no markup or other profit margin on any costs that comprise the CAM charges. Landlord shall instruct the property manager to prepare and distribute a budget at the start of each year detailing the anticipated CAM charges. The monthly Rent payment shall be due in advance on the first day of each calendar month during the Initial Term and each Option Period to Landlord at or at such other place designated by advanced written notice from Landlord to Tenant. The Rent payment amount for any partial calendar months included in the Initial Term or any Option Period shall be prorated on a daily basis. **Tenant shall, commencing on the 'Rent Commencement Date' and continuing thereafter on the first (1st) day of each and every month during the term of this Lease, pay to Landlord in advance, such minimum monthly rent, without setoff, deduction or demand.** If possession is taken on other than the first of the month, rent shall be prorated accordingly based on a 30-day month.

Landlord acknowledges that Tenant is a qualified California public benefit corporation and is exempt from paying property taxes accordingly. Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Initial Term and any Option Period on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

a. Rent Commencement Date: The first payment of Rent shall not be due until January 1, 2017 and Landlord improvements outlined in Exhibit C have been completed by this date.

b. Late Charge. Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease. If any installment of rent due from Tenant is not received by Landlord within five (5) days after it becomes due, Tenant shall pay to Landlord an additional sum of the greater of \$100 or five percent (5%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

c. Interest on Unpaid Rent. Rent or other charges under this Lease not paid within five (5) days of the date due shall, in addition to any late charges under Section 4.a, above, bear interest at the lesser of the maximum legal rate or five percent (5%) per annum from the date due until paid.

d. Holdover. Tenant may not hold over after the expiration or earlier termination of the term hereof without the express prior written consent of Landlord. Acceptance of rent is not Landlord's consent to holdover. Without Landlord's express consent Tenant shall become a tenant at sufferance only at a rental rate equal to 150% of the rent in effect upon the date of such expiration. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 4 are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Premises upon the expiration of this Lease, Tenant shall indemnify, protect, defend and hold Landlord harmless from all loss or liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender. Such indemnity shall survive the expiration of this Lease.

e. Operating Expenses. In addition to all Base Rent due under this Lease, Tenant shall pay the operating expenses for the Premises outlined below:

(1) Common Area Maintenance. Tenant's share of CAM is defined by a fraction, the numerator of which is the Floor Area within the Premises and the denominator of which is the Floor Area within the Shopping Center. Tenant will pay to Landlord those operating expenses quarterly. Tenant shall be responsible for its proportionate share of general maintenance of the Common Areas based on actual invoices received from Madera Marketplace, Property Management.

(2) Insurance. Tenant shall be responsible for its proportionate share of the facility of actual insurance premiums costs incurred by Landlord including liability insurance, insurance against property damage caused by fire or other casualty. Landlord shall invoice Tenant with copies of actual Insurance Premium Policy as backup to invoice.

f. Increase in Rent in Renewal Terms. During the Renewal Term, if any, Rent shall increase by 2% each year over the immediately prior Rent due.

5. Place of Payment of Rent. Rent and all other sums which shall become due under this Lease, including but not limited to late charges and additional rent, shall be payable by hand delivery or mail at the office of the Landlord located at 30814 Avenue 9, Madera, CA 93637, or at such other place as Landlord may designate from time to time in writing. Mailed payments must be received (not postmarked) by Landlord by the date due.

6. Condition of, and Improvements to, Premises.

a. Americans With Disabilities Act. Under this Lease, Landlord shall certify that the exterior of the Building and parking lot comply with all applicable American With Disabilities Act of 1990, 42 U.S.C. Sect. 12101 *et seq.* ("ADA") requirements by the Rent Commencement Date. Moreover, Landlord shall bear all cost and responsibility to comply with any and all provisions of the ADA regarding the parking lot and exterior of the building. Landlord further agrees to indemnify, defend, and hold Tenant harmless in any claims related to ADA Compliance regarding the parking lot and exterior of the building. Tenant shall certify that the interior of the building complies with all applicable ADA requirements following the completion of the construction. Moreover, Tenant shall bear all cost and responsibility to comply with any and all provisions of



# ORIGINAL

b. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims (for damage to any person or to the Premises and/or the building in which the Premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Premises and/or the building in which the Premises are located) that are caused by or result from risks which are insured against under any insurance policies carried by the parties and in force at the time of any such damage and to the full extent of any proceeds paid under said policies.

## 18. Destruction of Premises.

a. Destruction Due to Risk Covered by Insurance. If, during the term of this Lease and any renewal term, the Premises or the Building and other improvements in which the Premises are located are totally or partially destroyed from a risk covered by insurance carried by either Tenant or Landlord for the Building, rendering the Premises totally or partially inaccessible or unusable, Landlord shall restore the Premises or the Building, and other improvements in which the Premises are located, to substantially the same condition as they were immediately before destruction if they can be repaired within 90 days from date of destruction. Such destruction shall not terminate this Lease. If the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party. Provided, however, if the cost of the restoration exceeds the amount of proceeds received from the insurance, or the estimate of time to fully restore the Premises exceeds the lesser of 270 days or the remaining Term of the Lease, Landlord can elect to terminate this Lease by giving notice to Tenant within fifteen (15) days after determining that the restoration cost will exceed the insurance proceeds.

b. Destruction Due to Risk Not Covered by Insurance. If, during the term of this Lease and any renewal term, the Premises or the Building and other improvements in which the Premises are located are totally or partially destroyed by a risk not covered by the insurance, rendering the Premises totally or partially inaccessible or unusable, Landlord can elect to terminate this Lease by giving notice to Tenant within fifteen (15) days after determining the restoration cost and replacement value.

c. Abatement or Reduction of Rent. In case of destruction, there shall be an abatement or reduction of rent between the date of destruction and the date of substantial completion of restoration based on the extent to which the destruction interferes with Tenant's use of the Premises.

d. Waiver of Civil Code Sections. Tenant waives the provisions of California Civil Code Section 1932(2) and California Civil Code Section 1933(4) with respect to any destruction of the Premises.

19. Default and Landlord's Remedies. If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for ten (10) days after written notice thereof shall have been received by Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated



**MADERA COUNTY  
WORKFORCE  
INVESTMENT CORPORATION**

**Agenda Item 8.10**

Consent

Action

Information

**To: Madera County Workforce Investment Corporation**

**From: Maiknue Vang**

**Date: April 25, 2024**

**Subject: Salary Schedule Adjustments**

**Information:**

State of CA Department of Industrial Relations (DIR) updated the minimum wage effective January 1, 2024. Therefore, salary schedules for both non-exempt and exempt employees have been adjusted accordingly to stay in alignment with State requirements. Non-exempt employee minimum wage is \$16.00 per hour and exempt employee minimum annual salary is calculated at least two times the state minimum wage at \$32.00 per hour (\$66,560 annually) for someone working 40 hours a week.

There is no impact to MCWIC employees. All employees are currently paid in accordance with state laws and only the documents need to be updated.

**Financing:**

Workforce Innovation and Opportunity Act



**MADERA COUNTY WORKFORCE INVESTMENT CORPORATION**  
2037 W. Cleveland Avenue, Madera, CA 93637

**NON-EXEMPT SALARY SCHEDULE**

Board Approved Date: 7/19/2017; 8/24/2017, 3/22/2018, 4/26/18, 7/19/18, 02/28/19, 6/27/19, 1/23/2020, 7/22/2021, 1/27/22, 3/24/22, 5/25/23, 9/28/23, 4/1/2024

<b>Job Title</b>	<b>Current Hourly Range</b>			<b>Current Annual Range</b>		
Workforce Assistant	\$16.00	to	\$19.20	\$33,280.00	to	\$39,936.00
Administrative Support Assistant	\$16.00	to	\$19.20	\$33,280.00	to	\$39,936.00
Workforce Technician I	\$16.00	to	\$19.20	\$33,280.00	to	\$39,936.00
Workforce Technician II	\$17.00	to	\$20.40	\$35,360.00	to	\$42,432.00
Account Clerk I	\$16.00	to	\$19.20	\$33,280.00	to	\$39,936.00
Lead Workforce Technician	\$18.90	to	\$22.68	\$39,312.00	to	\$47,174.40
Program Technician	\$18.90	to	\$22.68	\$39,312.00	to	\$47,174.40
Business Specialist	\$20.25	to	\$24.30	\$42,120.00	to	\$50,544.00
Career Specialist	\$20.25	to	\$24.30	\$42,120.00	to	\$50,544.00
Corrections Workforce Specialist (Grant Funded)	\$22.00	to	\$26.40	\$45,760.00	to	\$54,912.00
Principal Accounting Technician	\$20.25	to	\$24.30	\$42,120.00	to	\$50,544.00
Lead Business Services Specialist	\$26.54	to	\$31.85	\$55,203.20	to	\$66,243.84
Workforce Analyst	\$26.54	to	\$31.85	\$55,203.20	to	\$66,243.84
Lead Career Specialist	\$26.92	to	\$32.30	\$55,993.60	to	\$67,192.32
Disability Resource Coordinator	\$30.90	to	\$37.08	\$64,272.00	to	\$77,126.40
Program Navigator	\$30.90	to	\$37.08	\$64,272.00	to	\$77,126.40
Executive Assistant – Confidential	\$31.00	to	\$37.20	\$64,480.00	to	\$77,376.00

**MADERA COUNTY WORKFORCE INVESTMENT CORPORATION**  
 2037 W. Cleveland Avenue, Madera, CA 93637

**EXEMPT SALARY SCHEDULE**

Board Approved Date: 7/19/2017; 8/24/2017; 05/24/18; 7/19/18, 10/25/18, 1/24/19, 1/23/20, 9/23/21, 7/28/22, 5/25/23, 9/28/23, 1/1/24, 4/1/2024

<b><u>MANAGERIAL EXEMPT</u></b>			
<b><u>Job Title</u></b>	<b><u>Annual Salary Range</u></b>		
Program Supervisor	\$ 66,560	to	\$ 75,000
Special Projects Manager	\$ 66,560	to	\$ 76,400
Program Manager	\$ 72,273	to	\$ 82,304
Controller	\$ 84,304	to	\$ 100,650
Deputy Director	\$ 84,304	to	\$ 105,650
Executive Director	\$ 101,000	to	\$ 130,000

Pay tables reflecting the limits of rates of pay for executive and senior level employees, of which are being charged to federal funds, may be located at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, and may also be found on EDD website under Workforce Services Directives, for salary and bonus limitations [https://www.edd.ca.gov/Jobs\\_and\\_Training/Active\\_Directives.htm](https://www.edd.ca.gov/Jobs_and_Training/Active_Directives.htm).

**Stipends for eligible Exempt staff**

Description	Annually
Master Degree	\$ 1,000

**Longevity - Madera County Office of Education (MCOE) staff carried over on January 1, 2013 only**

Commencing with the 9<sup>th</sup> year of service

9 <sup>th</sup> Year of Service	12 <sup>th</sup> Year of Service	15 <sup>th</sup> Year of Service	18 <sup>th</sup> Year of Service
\$500 per annum level	\$750 per annum level	\$1,000 per annum level	\$1,500 per annum level



**MADERA COUNTY  
WORKFORCE  
INVESTMENT CORPORATION**

**Agenda Item 8.11**

Consent

Action

Information

**To: Madera County Workforce Investment Corporation**  
**From: Maiknue Vang, Executive Director**  
**Date: April 25, 2024**  
**Subject: California Workforce Association (CWA) WORKCON Conference**

**Information:**

The California Workforce Association (CWA) Spring workforce practitioners conference, WORKCON, is a two-and-a-half-day event that will feature keynote speakers, over 100 workshop presenters, networking opportunities, and thought-provoking panels designed to inspire, enlighten, and deepen participant's understanding of workforce trends and strategies. This year's conference theme is "Bridging the Gap" and will be held in Palm Springs from May 29-31. Workforce and Probation leadership will present on Madera County's One Stop Rehabilitative Justice Center and highlight local partnerships, strategies, and best practices to effectively serve justice impacted individuals.

**Financing:**

Workforce Innovation and Opportunity Act



**MADERA COUNTY  
WORKFORCE  
INVESTMENT CORPORATION**

**Agenda Item 8.12**

Consent

Action

Information

**To: Madera County Workforce Investment Corporation**

**From: Maiknue Vang, Executive Director**

**Date: April 25, 2024**

**Subject: Update on Madera County Job Fairs 2024**

**Information:**

The Eastern Madera County job fair was held on Thursday, March 21, from 2-6pm at the Oakhurst Community Center. There were 19 employers in attendance from various industries with 371 current job openings to fill who met with 25 job seekers. Given the low turn-out, we will be meeting with our Oakhurst partners to brainstorm, plan, and coordinate future industry specific hiring events.

The Madera job fair was held on Thursday, April 4, from 10am-2pm at the Madera County Fairgrounds – Hatfield Hall. There were 45 employers from various industries with 532 current job openings to fill and met with over 600 job seekers. Several employers indicated that employment was offered on the spot. Overall, we received positive feedback and continue to work with employers to fill their workforce needs.

**Financing:**

Workforce Innovation and Opportunity Act



# MADERA COUNTY WORKFORCE INVESTMENT CORPORATION

## Agenda Item 8.13

Consent

Action

Information

**To:** Madera County Workforce Investment Corporation

**From:** Maiknue Vang, Executive Director

**Date:** April 25, 2024

**Subject:** WIOA Reauthorization

### **Information:**

The Workforce Innovation and Opportunity Act (WIOA) was enacted in 2014 and expired in 2020. In 2022, the House passed WIOA of 2022 (H.R.7309), which would have reauthorized and fully funded WIOA programs with nearly \$80 billion over the next six years. Unfortunately, it did not achieve the bipartisan support it needed to move forward in the Senate.

Since then, the House Education and the Workforce Committee leaders have delivered another attempt at reauthorization: H.R. 6655, A Stronger Workforce for America Act. This bipartisan bill makes an array of key improvements to WIOA programs, such as expanding and improving the quality of skills development, strengthening services for disconnected youth, and codifying grants to help individuals released from incarceration transition back to employment and sustainable careers.

However, local workforce stakeholders have pointed out several areas of concern:

- 50% training requirement (mainly tuition) for Adult and DW funds - CA currently has a 30% requirement. 50% would not allow local WDBs to adjust to local conditions and does not count supportive services or staff costs required to help job seekers complete training. This mandate would have significant impacts to MCWIC, causing a reduction in staff and other critical services delivered to job seekers and employers.
- Increase Governor's Reserve (up to 10%) for "Critical Industries Fund" – this would further reduce already scarce local resources available to deliver the training services newly mandated by the bill.
- Redesignation Local Workforce Development Areas – this language creates an opportunity for Governors to adversely impact the geography of all workforce development areas in a state, even if a majority of local workforce development boards (LWDBs) voted against the proposal. This would also allow Governors to provide incentives to local areas that choose to merge together to form a regional consortium. This is unnecessary and unwarranted. The current system for local area redesignation and local board approval is effective. While regional collaboration is necessary, experienced local boards are needed to meet the unique needs of their communities. This mandate would potentially eliminate the voice of local job seekers and employers, leading to an option of reducing LWDBs into single state-wide areas.

In December 2023, the bill was approved by the House Education and Workforce Committee and was headed to the House floor for a vote. On April 9, 2024, the House voted 378-26 to pass the Stronger Workforce for America Act. Our attention now turns to the Senate.

Bob Lanter and his team at CWA and our Federal lobbyist have been advocating on behalf of local workforce boards, sending letters of support, sharing local impacts, and participating in State and Federal meetings. We have been told that our concerns have been heard, and members will address these issues as the House negotiates with the Senate before voting on a final package.

**Financing:**

Workforce Innovation and Opportunity Act



## Agenda Item 8.14

Consent

Action

Information

**To:** Madera County Workforce Investment Corporation

**From:** Maiknue Vang, Executive Director

**Date:** April 25, 2024

**Subject:** WDB SBDC Partner of the Year Award

### **Information:**

The Workforce Development Board (WDB) of Madera County was recognized by Valley Community Small Business Development Center (SBDC) as the Partner of the Year across Madera, Fresno, Kings, and Tulare Counties at the National SBDC Luncheon on March 20, 2024. The WDB was also recognized by the Board of Supervisors at their April 16<sup>th</sup> Board meeting.

<https://www.youtube.com/watch?v=Sq9s2HQufRA>



### **Financing:**

Workforce Innovation and Opportunity Act





**MADERA COUNTY  
WORKFORCE  
INVESTMENT CORPORATION**

**Agenda Item 8.15**

Consent

Action

Information

**To: Madera County Workforce Investment Corporation**  
**From: Maiknue Vang, Executive Director**  
**Date: April 25, 2024**  
**Subject: Annual Review and Signature - Conflict of Interest Code**

**Information:**

Per audit expectations and procedures, an annual review and acknowledgement of the MCWIC Conflict-of-Interest Code for the Board is due in April of each calendar year. A copy of the Conflict-of-Interest Code is attached for the Board's review and signature.

**Financing:**

Workforce Innovation and Opportunity Act

**CONFLICT OF INTEREST POLICY  
OF  
MADERA COUNTY WORKFORCE INVESTMENT CORPORATION**

**ARTICLE I  
PURPOSE**

The purpose of this Conflict of Interest Policy (this “Policy”) is to protect Madera County Workforce Investment Corporation, a California nonprofit public benefit corporation (the “Corporation”), in the event any transaction or business arrangement contemplated by the Corporation might benefit the private interest of an officer or director of the Corporation or might give rise to an excess benefit transaction. This Policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

**ARTICLE II  
DEFINITIONS**

1. **Interested Person.** Any member of the Board (“Director”), officer of the Corporation (“Officer”), or member of a committee of the Board (“Committee Member”) who has a direct or indirect financial interest is an “Interested Person”.

2. **Financial Interest.** A Director, Officer, or Committee Member has a financial interest if he or she has, directly or indirectly, through business, investment, or family, any of the following:

(a) An ownership or investment interest in any entity with which the Corporation has a transaction or business arrangement; or

(b) A compensation (including, direct and indirect remuneration as well as gifts or favors that are not insubstantial) arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction, engagement or business arrangement; or

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or business arrangement.

Whether a financial interest constitutes an impermissible conflict of interest in shall be determined by the board of directors of the Corporation (the “Board”) pursuant to Article III of this Policy.

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### ARTICLE III PROCEDURES

1. **Disqualifying Financial Interest.** Any Interested Person must obtain the Board's approval pursuant to Sections 2 and 3 of this Article III and disqualify himself or herself from making, participating in the making of, or attempting to influence any decisions of the Board, Officers, or Committee Members.

2. **Board Approval.** Upon the disqualification of the Interested Person, the Directors having no financial interest in the transaction or business arrangement, whether proposed or already entered, shall call a special meeting of the Board. At the special meeting, the Interested Person shall disclose all material facts relating to the financial interest in concern. The Board shall then determine whether the financial interest constitutes an impermissible conflict of interest. The financial interest may be permitted under the following conditions:

(a) **Prior Approval.** The Board may approve a proposed transaction or business arrangement in which an Interested Person may have a material financial interest if after reasonable investigation and prior to consummating the transaction or business arrangement, or any part thereof, with knowledge of the material facts concerning such transaction or business arrangement and the interested person, the Board determines in good faith by vote of a majority of Directors then in office (excluding the vote of any Interested Person that is a Director), that:

(1) The proposed transaction, engagement or business arrangement is for the Corporation's own benefit;

(2) The proposed transaction, engagement or business arrangement is fair and reasonable as to the Corporation; and

(3) The Corporation cannot obtain a more advantageous arrangement with reasonable efforts under the circumstances.

(b) **Ratification.** The Board may ratify a transaction or business arrangement entered into between the Corporation and the Interested Person in if the Board determines in good faith by vote of a majority of Directors then in office (excluding the vote of any Interested Person that is a Director), that:

(1) A committee or person authorized by the Board approved the transaction or business arrangement in concern;

(2) The Corporation entered into the transaction or business arrangement for its own benefit;

(3) The transaction or business arrangement was fair and reasonable as to the Corporation at the time the Corporation entered into the transaction; and

(4) It was not reasonably practicable to obtain approval of the Board prior to entering the transaction.

3. **Disqualifying Non-Financial Interest.**

(b) **Disqualifying Non-Financial Interest.** Any Director, Officer, or Committee Member must disqualify himself or herself when there exists a personal non-financial interest which will prevent the member from applying disinterested skill and undivided loyalty to the Corporation in making or participating in making the making of decisions.

4. **Procedure of Disqualification.** A Director, Officer, or Committee Member required to disqualify himself or herself pursuant to this Policy, shall (1) immediately disclose the interest, (2) withdraw from any participation in the matter, (3) refrain from attempting to influence any other Director, Officer, or Committee Member, and (4) refrain from voting on the matter. In the event the Interested Person is a Director, however, the presence of such Director may be counted in determining whether a quorum exists.

5. **Violations of the Conflicts of Interest Policy.**

(a) If the Board has reasonable cause to believe any Director, Officer, or Committee Member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board determines that the Director, Officer or Committee Member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action, including without limitation, removing such person from his or her respective office.

#### **ARTICLE IV RECORDS AND PROCEEDINGS**

The minutes of any special meeting of the Board conducted pursuant to this Policy shall contain:

(a) The names of the person or persons who disclosed or otherwise were found to have a financial interest or non-financial interest in connection with an actual or possible conflict of interest, the nature of the interest, any action taken to determine whether a conflict of interest was present, and the board's decision as to whether or not a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or business arrangement, the content of the discussion,

including any alternatives to the proposed transaction or business arrangement, and a record of any votes taken in connection with the proceedings.

## **ARTICLE V COMPENSATION**

1. **Compensated Directors, Officers, and Committee Members.** The Corporation currently does not compensate any Director, Officer or Committee Member. In the event, that any such person receives, directly or indirectly, from the Corporation compensation for services, such person shall be precluded from voting on matters pertaining to his or her compensation.

2. **Prohibited Conduct.** No Director, Officer or Committee Member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## **ARTICLE VI ANNUAL STATEMENTS**

Each Director, Officer, and Committee Member shall annually sign a statement that affirms such person:

- (a) Has received a copy of this Policy;
- (b) Has read and understands this Policy;
- (c) Has agreed to comply with this Policy; and
- (d) Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

## **ARTICLE VII PERIODIC REVIEWS**

To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits, if any, are reasonable, based on competent survey information, and are the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management organizations, if any, conform to the Corporation’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

## **ARTICLE VIII USE OF OUTSIDE EXPERTS**

When conducting the periodic reviews required under Article VII, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility to ensure that periodic reviews are conducted.

## **ARTICLE IX LEGAL STANDARDS**

The Corporation and its Directors, Officers, and Committee Members shall adhere to conflict of interest rules imposed by law, including those contained in sections 5227, 5231 and 5233 of the California Nonprofit Public Benefit Corporation Law, section 4958 of the Internal Revenue Code, and any other provisions of state and federal law, as appropriate.

## **ARTICLE X WHISTLEBLOWER PROTECTIONS**

It is the public policy of the State of California to encourage employees to notify an appropriate government or law enforcement agency, person with authority over the employee, or another employee with authority to investigate, discover, or correct the violation or noncompliance, and to provide information to and testify before a public body conducting an investigation, hearing or inquiry, when they have reason to believe their employer is violating a state or federal statute, or violating or not complying with a local , state of federal rule or regulation.

### **Who is protected?**

Pursuant to California Labor code Section 1102.5, employee are the protected class of individuals. ‘Employee’ means any person employed by an employer, private or public, including, but not limited to, individuals employed by the state or any subdivision thereof, any county, city, city and county, including any charter city or county, and any school district, community college district, municipal or public corporation, political subdivision, or the University of California. [California Labor Code Section 11063]

### **What is a whistleblower?**

A “whistleblower” is an employee who discloses information to a government or law enforcement agency, person with authority over the employee, or to another employee with authority to investigate, discover, or correct the violation or noncompliance, or who provides information to or testifies before a public body conducting an investigation, hearing or inquiry, where the employee has reasonable cause to believe that the information discloses:

1. A violation of a state or federal statute,
2. A violation or noncompliance with a local, state or federal rule or regulation, or
3. With reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment.

A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or noncompliance with a local, state or federal rule or regulation.

### **What protections are afforded to whistleblowers?**

1. An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower.
2. An employer may not retaliate against an employee who is a whistleblower.
3. An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state of federal rule or regulation.
4. An employer may not retaliate against an employee for having exercised his or her rights as a whistleblower in any former employment.

Under California Labor Code Section 1102.5, if an employer retaliates against a whistleblower, the employer may be required to reinstate the employee's employment and work benefits, pay lost wages, and take other steps necessary to comply with the law.

### **How to report improper acts**

If you have information regarding possible violations of state of federal statutes, rules, or regulations, or violations of fiduciary responsibility by a corporation or limited liability company to its shareholders, investors, or employees, **call the California State Attorney General's Whistleblower Hotline at 1-800-952-5225**. The Attorney General will refer your call to the appropriate government authority for review and possible investigation.

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**ACKNOWLEDGEMENT OF CONFLICT OF INTEREST POLICY**

I have received a copy of the Policy. I have read, understand, and agree to the provisions of the Policy. I understand that the Corporation is a California public benefit corporation, and in order for it to maintain its federal tax exemption it must engage primarily in activities that accomplish its tax exempt purposes. Furthermore, I have fully disclosed my direct or indirect financial interests, if any, pursuant to this conflict of interest policy.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Printed Name of Recipient





**MADERA COUNTY  
WORKFORCE  
INVESTMENT CORPORATION**

**Agenda Item 8.16**

Consent

Action

Information

**To: Madera County Workforce Investment Corporation**

**From: Maiknue Vang, Executive Director**

**Date: April 25, 2024**

**Subject: Unemployment Insurance (UI) Claims Information**

**Information:**

The most recent data on UI Claims for the period of March 16, 2024, through April 13, 2024, for Madera County is being provided for the Board's review.

**Financing:**

Workforce Innovation and Opportunity Act

# California Unemployment Industry & Demographics Data Dashboard

(Dashboard appears better when viewed in full screen mode. Click the icon in the bottom right-hand corner of screen next to download icon.)

About This Tool	<b>County Claims</b>	County Demographics	County Industry	Statewide Demographics	Statewide Industry
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## Weekly Initial Claims by County

County	March 2024 (Week Ending)			April 2024 (Week Ending)	
	16	23	30	6	13
Madera	239	239	213	197	183

Claim Type  
 UI Claims  
 PUA Claims

County  
Madera

Claims by Y.. Multipl..

Claims by Week (Sele..  
Multiple values

The data provided in these reports are the number of initial claim counts. It includes new claims, additional claims, and transitional claims. Data includes regular Unemployment Insurance program and federal extended benefit programs. Data for claimants who live outside of California, but collect benefits, and invalid addresses in California are not included in these numbers.

- A new claim is the first claim for a benefit year period (for the regular UI program it is 52 weeks). You can only have one new claim during a benefit year period.
- An additional claim is when a second claim is filed during the same benefit year and there is intervening work between the current claim and the previous claim. For example, an individual files a new claim, goes back to work, gets laid off and files another claim before the benefit year period of the first claim expires. An individual can have multiple additional claims during the same benefit year if individual you meet the eligibility requirements.
- A transitional claim is when a claimant is still collecting benefits at the end of their benefit year period and had sufficient wage earnings during that year to begin a new claim once the first benefit year period ends.