

SELACO WDB EXECUTIVE COMMITTEE

AGENDA

April 23, 2024

Tuesday

4:00 PM



**SPECIAL MEETING OF THE EXECUTIVE
COMMITTEE**

SELACO WDB
10900 E 183rd Street, Suite 350
Cerritos, CA 90703

April 23, 2024
Tuesday

4:00 pm – 5:00 pm

AGENDA

CALL TO ORDER

ROLL CALL

2023 – 2024

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EXECUTIVE DIRECTORS' REPORT

CONSENT CALENDAR:

1. Approval of Minutes:

June 28, 2022

2

November 28, 2023

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ACTION ITEM(S):

2. Approval of SELACO WDB Board Consent Calendar

A. Approval of Minutes
January 25, 2024

6

B. Approval of Fiscal Reports
07/01/23 – 02/29/24

13

C. Approval of Program Report
07/01/23 – 02/29/24

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3. Security Guard Service Contract Adjustment

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4. Approval of SELACO WDB Budget Modification for
Program Year 2023 – 2024

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5. Proposed Revision to the SELACO WDB WIOA Youth Services Policy

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6. Proposed Electronic Signature	69
7. Contract Extension Proposal Between SELACO WDB and Quality Children’s Services (QCS)	74
8. Approval of SELACO WDB Infrastructure Funding Agreement (IFA) for Program Year 2023 -2024	87
9. Approval to Release a Request for Proposal for One Stop Operator Services	116
10. HR Policy Update: Personne Policies and Procedures	118
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• 232 Drug and Alcohol Free Workplace	131
• 321 Family Care and Medical Leaves of Absence	139
• 323 Paid and Unpaid Leaves of Absence	149
• 325 Sick Leave	154
11. Changes to the SELACO WDB’s ETP Performance Incentive	156
12. Executive Director Contract Renewal	161

INFORMATION ITEM(S):

NONE

AGENDA REQUESTS FOR NEXT MEETING

ADJOURNMENT

ANNOUNCEMENT OF NEXT MEETING

Meetings of the SELACO WDB are accessible to persons with disabilities. The SELACO WDB will provide reasonable accommodation upon request. Please call (562) 402-9336 to request accommodation.



**SELACO WDB Executive Committee
Attendance Roster
2023-2024**

Board Members	11/28 2023	4/23 2024																			
1. Dameron, Mark Vice Chair Business Representative City of Lakewood	X																				
2. Drake, Aaron Business Representative City of Bellflower	X																				
3. Espitia, Ben Secretary/Treasurer Labor Organization	X																				
4. Levine, Barbara Economic Development	X																				
5. Wehage, Larry Chair Business Representative City of Bellflower	X																				

X = Present XV = Present Virtual A = Absent AE = Absence Excused SP = Special Meeting ~ = No Meeting

**WORKFORCE DEVELOPMENT BOARD
OF THE SOUTHEAST LOS ANGELES COUNTY, INC.**

**SPECIAL Meeting of the Executive Committee
MINUTES**

June 28, 2022

3:00 pm

**SELACO WDB
VIA Zoom**

CALL TO ORDER

The meeting of the Executive Committee was called to order at 3:04 p.m.

ROLL CALL

Committee Members PRESENT

Dameron, Mark
Drake, Aaron
Espitia, Ben

Committee Members ABSENT

Committee Members Excused ABSENT

Derthick, Joseph
Levine, Barbara

SELACO WIB STAFF PRESENT:

Castro, Yolanda
Davis, Carol

MEMBERS OF THE PUBLIC PRESENT:

Joseph, Jack – Policy Board Administrator

EXECUTIVE DIRECTOR'S REPORT

No information to report out.

CONSENT CALENDAR

1. Approval of Minutes: December 7, 2021

A motion was made by Barbara Levine to approve the Consent Calendar as presented, seconded by Aaron Drake. With no further discussion, motion carries to approve.

2. Transitional Subsidized Employment (TSE) Agreement 22-W11

A motion was made by Aaron Drake to approve the Transitional Subsidized Employment (TSE) Agreement 22-W11, seconded by Barbara Levine. With no further discussion, motion carries.

INFORMATION ITEM(S):

1. Discussion Recommended Change in the Organizational Chart

- Phase I of organization chart moved to securing position of Deputy Director of Administrative Services.
- Phase II moved to securing a second Deputy Director. Deputy Director of Program Operations effective July 1, 2022.
- Review of revised Phase II organizational chart and job descriptions.
- Original proposal of Phase II was to eliminate the Director of Compliance, Policy and Strategic Partnerships. However, after review, to keep the current Director in the respective position would have no significant impact on the budget. Therefore, staff is recommending keeping the Director of Compliance, Policy and Strategic Partnerships position as is with no changes.
- Recommended changes to hire Adult Program Coordinator and Youth Program Coordinator.

AGENDA REQUESTS FOR NEXT MEETING

None

ADJOURNMENT

The meeting was adjourned at 3:32 p.m.

**WORKFORCE DEVELOPMENT BOARD
OF THE SOUTHEAST LOS ANGELES COUNTY, INC.**

**SPECIAL Meeting of the Executive Committee
MINUTES**

November 28, 2023

11:30 am

SELACO WDB

CALL TO ORDER

The meeting of the Executive Committee was called to order at 11:33 a.m.

ROLL CALL

Committee Members PRESENT

Dameron, Mark
Drake, Aaron
Espitia, Ben
Levine, Barbara
Wehage, Larry

Committee Members ABSENT

None

Committee Members Excused ABSENT

None

SELACO WIB STAFF PRESENT:

Castro, Yolanda
Davis, Carol

MEMBERS OF THE PUBLIC PRESENT:

None

EXECUTIVE DIRECTOR'S REPORT

No information to report out.

CONSENT CALENDAR

1. Approval of Minutes: September 1, 2022

A motion was made by Ben Espitia to approve the minutes of the September 1, 2022 meeting as presented, seconded by Mark Dameron. With no further discussion, motion carries.

ACTION ITEM(S):

2. Board Resolution for California Department of Education PY 2024-2025

A motion was made by Aaron Drake to:

1. Adopt the resolution to certify the approval of the Board to enter into transaction with the California Department of Education for the purpose of providing childcare and development services for PY 2024-2025.
2. Authorize the Executive Director to sign contract documents for Fiscal year 2024-2025, the Continuing Funding Application, and all related contract documents.

Seconded by Barbara Levine. With no further discussion, motion carries.

3. CLOSED SESSION
Employee Evaluation
G.C. Section 54957
Unrepresented Employee: Executive Director

No reportable action.

INFORMATION ITEM(S):

None

AGENDA REQUESTS FOR NEXT MEETING

None

ADJOURNMENT

The meeting was adjourned at 2:40 p.m.

**WORKFORCE DEVELOPMENT BOARD
OF THE SOUTHEAST LOS ANGELES COUNTY, INC.**

**Executive Committee and FULL WDB Board of Directors' Board
Meeting MINUTES**

January 25, 2024

3:00 PM

SELACO WDB

CALL TO ORDER

The Executive Committee and FULL WDB Board of Directors' Board Meeting was called to order by Larry Wehage, Chair at 3:00 p.m.

PLEDGE OF ALLEGIANCE

Larry Wehage led the pledge of allegiance.

ROLL CALL

WDB BOARD DIRECTORS PRESENT

Burrell, Ashley	Chan, Connie
Cueva, Sergio	Dameron, Mark
Drake, Aaron	Espitia, Ben
LeGaspi, Richard	Levine, Barbara
Nam, Leila	Perez, Gen
Saucedo-Garcia, Cristina	Segura, Michael
Uttecht, Greg	Wehage, Larry

WDB BOARD DIRECTORS ABSENT

Patel, Vijay	Shah, Jay
Trivedi, Sam	

WDB BOARD DIRECTORS EXCUSED

Gomez, Belle	Kucera, Kevin
McGehee, Shannon	Polley, Tracy
Rochin, Blanca	Ryder, Tim

SELACO WDB STAFF PRESENT:

Castro, Yolanda	Alvarez, Meredith
Cardona, Jefferson	Coronel, Corina
Davis, Carol	Diep, Chau
Ford, Kay	Gutierrez, Jeanette
Hernandez, Amber	Mercado, Ana
Michel, Sandra	Sandoval, Ben

MEMBERS OF THE PUBLIC PRESENT:

Derthick, Joseph
Joseph, Jack – Policy Board Administrator

PUBLIC COMMENTS

None

WDB CHAIR'S COMMENTS

Chairman Wehage welcomed everyone to today's meeting.

EXECUTIVE DIRECTOR'S MESSAGE/UPDATE/STAFF REPORT

Regional Job Fair/Outreach event in Downey:

- October 20, 2023
- Great turn out with 612 in attendance
- Kudos to Ben Sandoval, Corina Coronel and the SELACO WDB staff involved for moving the job fair forward
- At this time, no other job fairs have been planned
- The next city to host will be Lakewood followed by Cerritos
- In the works of assessing logistics regarding space/location in Lakewood
- Having team enhance skills in data collection
- To date, there have been 6 regional job fairs with over 1,679 people in attendance and there appears to be only 3 WIOA enrollments
- SELACO WDB has received wonderful recognition from Cities that have hosted the job fairs (wonderful community event, great public exposure, both cities, staff and employers love the event)
- Challenge is considering staff time and energy placed into the events, the number of individuals enrolling in the SELACO WDB programs as a result of the job fairs are not showing a good return on investment
- Employers are attending, which helps in reporting to the state – highlighting business returning for services
- Challenge, SELACO WDB is not getting a full picture of how many people are hired as a result of the job fair
- With each job fair, the coordinating team learn and improves on the quality and outreach efforts BUT there is still a need to better assess return on investment

Youth at Work Project in the City of Artesia:

- City Council will be presented with a contract in January to serve as one of our Youth at Work service delivery programs

2024 – 2025 will be a busy year for SELACO WDB staff:

- November 2024 - AJCC Certification is due to the State
- AJCC Certification requires outside review
- Continuous improvement plan to be reviewed and approved by the Board

March 1, 2025 – Application to provide Adult/Dislocated Worker Career Services due to the State

- Will start planning activities in April
- Requires WDB Board and Policy Board approval to proceed as the provider
- Staff work activity begins in June 2024
- Most of the work will be done in 2024 – pending State Directive to confirm how many stakeholders meeting will be held
- Requires LMI date
- Staff time working with consultants to gather required information and/or demonstrate what we are doing

- Typically, a five-to-six-month process
- Requires public review and comment
- Requires Board and LEO approval

June 30, 2025 – Revised and update MOU's due to the State

- Staff work activity to begin in June 2024
- Requires a review of current template to assess alignment with the new State directive
- Negotiations with all mandatory partners
- Typically, a year process to accomplish

WIOA Reauthorization

- A revision to WIOA has been submitted by the Education and Workforce Committee
- The new proposed name “Stronger Workforce for America Act (SWAA)”
- Committee approved the measure in an overwhelmingly bipartisan vote, 44-1 (only dissenting vote was Rep. Bob Good – he is the incoming Chairman of the House Freedom Caucus – he offered a couple of amendments to completely eliminate programs, including Job Corps)

New NAWB Director, Brady Little insight to the proposed reauthorization of WIOA:

- Bipartisan Proposal which colors how NAWB will approach their response
- Nobody is going to oppose the bill (NOTE: just passed Committee overwhelmingly bipartisan vote, 44-1 (only dissenting vote was Rep. Bob Good – incoming Chairman of the House Freedom Caucus -he offered a couple of amendments to completely eliminate programs, including Job Corps))
- Good things in the proposal:
 - New proposed law removes out of school expenditure requirement – currently 75% of fund must be invested in out-of-school youth
 - The new proposed law changes the name for youth programs to “Opportunity Youth” services
 - Allows WDB to provide Adult and Dislocated Worker services, no longer have to procure a One-Stop Operator
- Concerns with the new bill:
 - Redesignation of WDBs – incentive for Governor to designate WDB's based on either Economic Regions, RPU's or for Demonstration projects (can significantly change the current way we are structured – redesignation can happen every eight to ten years)
 - Governor reserved fund increases from 15% to 25% - takes an additional 10% off the top of WIOA funding to support State Govern workforce initiatives
 - WDB will be expected to use 50% of their funds in skills training – support services will not count and have no leverage – prefer a percentage of enrolled participants vs a funding related metric
 - Between 10% more to governor reserve, 50% to actual classroom training and not more than an increase of 5% in funding over the next five years will have a significant impact on funding allocations
 - Long process before SWAA is passed – steps:
 - The house Workforce Education Committee completes its mark-up of the bill (**has passed**)
 - Next goes to the floor of the House
 - If passed at the House, goes to the “Help Committee”
 - Then to Senate
 - Then to Conference

- Then to both Chambers to repass
- Then to President to sign

Attending National Association of Workforce Development Professionals (NAWDP) and supporting California Workforce Association (CWA) at the “hill” in March

- May need support from the Local Elected Officials (LEO) with letter writing and meeting with local Senators in the region

CONSENT CALENDAR

A motion was made by Aaron Drake to approve the Consent Calendar as presented, seconded by Connie Chan. With no further discussion, motion carries to approve.

1A. Approval of Minutes: September 28, 2023

1B. Approval of Fiscal Reports for Periods:

07/01/23 – 12/31/23

07/01/23 – 09/30/23

1C. Approval of Program Report for:

07/01/23 – 12/31/23 (Receive and file)

07/01/23 – 09/30/23 (Receive and file)

ACTION ITEM(S)

2. Ratify the Executive Committee's Approved Action Item from the November 28, 2023, Executive Committee Meeting

A. Board Resolution for California Department of Education PY 024 - 2025

A motion was made by Greg Uttecht to:

Ratify the approval of the Executive Committee on the following action item:

- 1) Board Resolution for California Department of Education PY 2024 -2025.

Seconded by Connie Chan. With no further discussion, motion carries to approve.

3. La Causa Youth Build MOU

A motion was made by Connie Chan to review, approve and sign the MOU between the SELACO WDB between the SELACO WDB and La Causa Youth Build as presented, seconded by Barbara Levine. With no further discussion, motion carries to approve.

4. Proposed Needs-Related Payments Policy

A motion was made by Aaron Drake to approve the Consent Calendar as presented, seconded by Connie Chan. With no further discussion, motion carries to approve.

5. Request for Proposal Results: In-School & Out of School Youth Services – Contract Recommendation

A motion was made by Barbara Levine to:

Approve and authorize the Executive Director to negotiate a contract with Hawkeye Properties and Workforce Innovation, Inc for the provision of WIOQ In-School and Out-of-School youth services in the amount of \$364,175 to serve a total of 80 participants, with the following contingencies:

- Secure clarification on office location
- Secure clarification and further detail on performance percentiles to ensure they align with the SELACO WDB's state negotiated performance for youth programs.

Seconded by Connie Chan. Correction to page 113 of the agenda in the "If Yes, explain" box (80% OSY and 20% ISY should read 80% ISY and 20% OSY). With no further discussion, motion carries to approve.

6. Single Audit Services Contract Extension – Moss Levy & Hartzheim – Year Three

A motion was made by Greg Uttecht to:

- Approve and authorize the SELACO WDB's Executive Director to rescind the current SELACO WDB's open Single Audit RFP.
- Approve and authorize the SELACO WDB's Executive Director to award a one-year contract extension for Single Audit Services to Moss, Levy and Hartzheim at the estimated cost of \$27,000 for year – three of a possible four-year contract.

Seconded by Michael Segura. With no further discussion, motion carries to approve.

7. Board Resolution, Signatory Authority

A motion was made by Michael Segura to adopt the resolution to certify the approval of the SELACO WDB Board to grant signatory authority to Executive Director, Yolanda L Castro for ALL SELACO WDB contracts, agreements, and related amendments, seconded by Gen Perez. With no further discussion, motion carries to approve.

8. SELACO WDB Annual Audit Report for Fiscal Year 2022 -2023

A motion was made by Mark Dameron to approve the audit report and direct the Executive Director to forward the audit report to the Policy Board for review and distribute copies to all necessary agencies as presented, seconded by Rich Legaspi. With no further discussion, motion carries to approve.

9. Eliminating the Board's Business Advisory Committee

A motion was made by Mark Dameron to eliminate the SELACO WDB's Business Advisory Committee (BAC) as presented, seconded by Gen Perez. With no further discussion, motion carries to approve.

BUSINESS ADVISORY COMMITTEE REPORT

The committee is not currently active.

ACTION ITEM(S):

None

INFORMATION ITEM(S):

None

ONE STOP OPERATOR REPORT

Corina Coronel provided a review of Stacey Girdner's report found on page 122 of the agenda. Ms. Girdner will resign as SELACO WDB's One-Stop Operator as she is working on her PhD to become a psychiatrist. She will remain on until Juen 30.

ACTION ITEM(S):

None

INFORMATION ITEM(S):

None

INFORMATION ITEM(S):

1. Ethics Training AB1234

Chairman Wehage referred the board to page 123 of the agenda which shows the most updated list of board members who completed the mandatory ethics training. All board members must complete a two-hour training. Please contact Carol for a direct link to the online course or for any questions.

2. WAF 9.0 Grant Outcomes

Page 124 of the agenda provides an update on the WAF 9.0 grant outcomes.

3. Approval of Local Area Subsequent Designation and Local Board Recertification PY 2023 - 2025

Page 127 of the agenda provides an update on the approval of local area subsequent designation and local board recertification for PY 2023 2025.

4. EDD Labor Market Information

Page 128 of the agenda provides current labor market information.

INTERESTING CORRESPONDENCE

None

BOARD MEMBER COMMENTS

Mark Dameron announced that he will submit his resignation with a last board meeting of March.

At this time, the Executive Director presented Mark Dameron with a gift basket and engraved pen to thank him for his service on the board.

POLICY BOARD ITEMS/REQUESTS

None

AGENDA REQUESTS FOR NEXT MEETING

None

CHAIR'S CLOSE

Chairman Wehage closed the meeting with everyone giving final thoughts.

ADJOURNMENT OF OPEN SESSION

The meeting was adjourned at 4:45 p.m.

SELACO WDB
Statement of Activities (by Fund)
From 7/1/2023 through 2/29/2024

	Employment Training Panel Grant	LA County Grants	Pre-School Grant	WIOA Adult&DW & Special Projects	WIOA Youth Grant	WIOA Rapid Response / Lay-Off Aversion Grants	Other Grants	Non-WIOA Training Expenditures	Total
Revenues / Deferred Revenues	59,919	333,093	3,017,874	1,064,443	747,810	104,416	302,345	49,334	5,679,234
Accounts Receivable / (Due To)	12,005	61,617	0	429,268	199,654	16,859	47,305	0	766,707
Total Revenues	71,924	394,710	3,017,874	1,493,711	947,464	121,275	349,650	49,334	6,445,941
Expenditures	14,186	30,729	245,563	132,859	92,933	12,662	25,362	0	554,294
Administration Services	0	242,594	2,405,705	22,116	212,320	0	8,272	0	2,891,006
Contracted Program Costs	0	1,458	0	30,587	2,038	0	3,519	0	37,601
Support Services	75,785	0	0	128,879	11,110	0	25,550	49,334	290,657
Vendor Training	0	86,471	0	15,338	73,012	0	1,839	0	176,661
Work Exp/Skillz Menu/Supplies	0	0	0	389,968	110,038	0	0	0	500,006
WIOA Core/Basic Career Services	0	0	0	353,299	0	0	0	0	353,299
WIOA Intensive/Individualized Career Sves	0	0	0	49,668	7,594	0	0	0	57,262
WIOA Follow-Up Career Services	0	0	0	163,478	89,241	0	0	0	252,719
WIOA Business Services	128,211	19,985	0	0	321,879	108,613	285,108	0	863,796
Other Program Costs	218,181	381,237	2,651,268	1,286,192	920,165	121,275	349,650	49,334	5,977,301
Cash Expenditures	0	13,473	0	207,519	27,299	0	0	0	248,291
Accrued Expenditures	218,181	394,710	2,651,268	1,493,711	947,464	121,275	349,650	49,334	6,225,592
Total Expenditures	(146,258)	-	366,606	-	-	-	-	-	220,348
Net Income (Loss)									

SELACO WDB
Statement of Functional Expenditures
 From 7/1/2023 through 2/29/2024

	Administrative Services	Contracted Program Cost	Support Services	Vendor Training	Work Exp / Skills Menu Program	WIOA Core / Basic Career Services	WIOA Intensive / Individualized Career Services	WIOA Follow-Up Career Services	WIOA Business Services	Other Program Costs	Total
Expenditures											
Personnel	325,845	0	0	0	0	418,389	301,760	49,246	202,516	648,678	1,946,433
Non-Personnel	124,388	0	0	0	0	81,617	50,778	8,016	50,203	215,118	530,121
Training	104,062	2,891,006	0	538,948	176,661	0	761	0	0	0	3,711,437
Support Services	0	0	37,601	0	0	0	0	0	0	0	37,601
Total Expenditures	554,294	2,891,006	37,601	538,948	176,661	500,006	353,299	57,262	252,719	863,796	6,225,592

SELACO WDB
Statement of Functional Expenses - TR - 0201 Administrative Services
From 7/1/2023 Through 2/29/2024
(In Whole Numbers)

		Total
Expenditures		
Personnel		
Salaries & Wages	50100	247,948
Social Security Tax	50200	16,769
Medicare Tax	50210	3,921
Workers Comp - Staff	50220	1,786
UI & ETT Taxes	50250	3,010
Other Payroll Expenses	50251	15
Employee Benefits	50300	40,780
Employer 403(B) Contributions	50403	11,616
Total Personnel		325,845
Non-Personnel		
Mileage	51100	62
Conferences/Staff Development	51200	3,030
Meeting Expenses	51230	1,119
Rent	52100	32,398
Telephone	52200	1,585
Office Equipment	52330	1,809
Leased Equipment	52350	2,237
Repair & Maintenance	52360	786
Outreach/Recruitment	53300	776
Office Supplies	53400	5,228
Subscriptions/Dues/Memberships	53600	15,920
Insurance	53900	3,456
Professional Services	54100	33,726
Legal	54300	22,102
Bank Charges/Miscellaneous	59990	155
Total Non-Personnel		124,388
Training		
Cost Reimbursement Billing	60300	104,062
Total Training		104,062
Total Expenditures		554,294

SELACO WDB
Statement of Functional Expenses - TR - 0202 Contracted Program Cost
 From 7/1/2023 Through 2/29/2024
 (In Whole Numbers)

		Total
Expenditures		
Training		
Cost Reimbursement Billing	60300	2,746,669
Other Contracted Services	60400	40,900
Day Care Rent	66000	103,438
Total Training		2,891,006
Total Expenditures		2,891,006

SELACO WDB
Statement of Functional Expenses - TR - 0203 Supportive Services
 From 7/1/2023 Through 2/29/2024
 (In Whole Numbers)

		Total
Expenditures		
Support Services		
Direct Support Payment	65200	23,299
Supportive Services - Training	65201	14,302
Total Support Services		37,601
Total Expenditures		37,601

SELACO WDB
Statement of Functional Expenses - TR - 0204 Vendor Training Payments
 From 7/1/2023 Through 2/29/2024
(In Whole Numbers)

	Total
Expenditures	
Training	
Vendor Training	413,829
Vendor Training - ETP	75,785
Non-WIOA Training Expenditures	49,334
Total Expenditures	538,948

SELACO WDB
Statement of Functional Expenses - TR - 0205 Work Experience / Skillz Menu Program
 From 7/1/2023 Through 2/29/2024
 (In Whole Numbers)

		Total
Expenditures		
Training		
Wages - WE/Internship	60500	158,258
SS Tax - WE/Internship	60510	9,860
MC Tax - WE/Internship	60520	2,325
WC - WE/Internship	60530	1,961
UI ETT Taxes	60540	0
Training Supplies	60600	202
Participant Incentive Payments	65401	4,055
Total Training		176,661
Total Expenditures		176,661

SELACO WDB
Statement of Functional Expenses - TR - 0206 WIOA Career Services

From 7/1/2023 Through 2/29/2024

(In Whole Numbers)

		Core / Basic Services	Intensive / Individualized Services	Follow-Up Services	Total
Expenditures					
Personnel					
Salaries & Wages	50100	309,516	225,041	35,232	569,789
Social Security Tax	50200	20,807	15,598	2,539	38,943
Medicare Tax	50210	4,866	3,648	594	9,108
Workers Comp - Staff	50220	2,416	2,077	319	4,812
UI & ETT Taxes	50250	5,345	2,525	573	8,443
Other Payroll Expenses	50251	46	0	0	46
Employee Benefits	50300	60,984	40,199	8,241	109,424
Employer 403(B) Contributions	50403	14,409	12,673	1,749	28,831
Total Personnel		418,389	301,760	49,246	769,395
Non-Personnel					
Mileage	51100	242	380	5	627
Conferences/Staff Development	51200	7,012	4,299	456	11,767
Meeting Expenses	51230	259	198	28	484
Rent	52100	43,840	29,660	4,790	78,290
Telephone	52200	2,787	1,412	285	4,484
Furniture/Fixtures	52300	547	0	0	547
Office Equipment	52330	192	450	(33)	609
Leased Equipment	52350	3,130	1,974	327	5,430
Repair & Maintenance	52360	1,089	797	121	2,007
Outreach/Recruitment	53300	1,480	35	3	1,518
Office Supplies	53400	10,414	4,241	705	15,361
Subscriptions/Dues/Memberships	53600	3,809	2,649	418	6,877
Insurance	53900	4,560	3,289	328	8,177
Professional Services	54100	2,256	1,393	583	4,232
Total Non-Personnel		81,617	50,778	8,016	140,412
Training					
Training Supplies	60600	0	761	0	761
Total Training		0	761	0	761
Total Expenditures		500,006	353,299	57,262	910,567

SELACO WDB
Statement of Functional Expenses - TR - 0207 Business Services
From 7/1/2023 Through 2/29/2024
(In Whole Numbers)

		Total
Expenditures		
Personnel		
Salaries & Wages	50100	157,317
Social Security Tax	50200	10,601
Medicare Tax	50210	2,479
Workers Comp - Staff	50220	1,325
UI & ETT Taxes	50250	1,656
Employee Benefits	50300	23,286
Employer 403(B) Contributions	50403	5,851
Total Personnel		202,516
Non-Personnel		
Mileage	51100	1,087
Conferences/Staff Development	51200	5,260
Meeting Expenses	51230	1,582
Rent	52100	18,998
Telephone	52200	901
Office Equipment	52330	923
Leased Equipment	52350	1,251
Repair & Maintenance	52360	607
Outreach/Recruitment	53300	10,333
Office Supplies	53400	3,681
Subscriptions/Dues/Memberships	53600	3,330
Insurance	53900	1,327
Professional Services	54100	925
Total Non-Personnel		50,203
Total Expenditures		252,719

SELACO WDB
Statement of Functional Expenses - TR - 0212 Other Program Costs
From 7/1/2023 through 2/29/2024

	Employment Training Panel	WIOA Youth	WIOA Rapid Response / Lay-Off Aversion	Transitional Subsidized Employment (TSE)	Other Funds	Total
Personnel						
Salaries & Wages	87,196	209,968	71,502	31,670	97,782	498,118
Payroll Taxes/WC	8,926	22,105	7,629	3,577	15,028	57,265
Employee Benefits	10,842	38,396	14,812	8,219	21,024	93,294
Total Personnel	<u>106,965</u>	<u>270,469</u>	<u>93,943</u>	<u>43,467</u>	<u>133,835</u>	<u>648,678</u>
Non - Personnel						
Mileage	297	489	29	0	377	1,193
Conferences/Staff Development	4,779	4,499	1,834	86	757	11,955
Meeting Expenses	84	177	50	0	16,561	16,871
Rent/Utilities	10,166	27,626	7,932	4,289	69,463	119,476
Telephone	504	1,298	443	198	4,234	6,677
Furniture/Equipment	429	4,581	721	272	319	6,323
Repair & Maintenance	187	1,130	224	77	156	1,774
Outreach/Recruitment	853	389	9	0	21,535	22,785
Supplies	1,491	5,176	1,214	509	3,567	11,957
Subscriptions & Dues	1,001	2,410	616	283	492	4,802
Insurance	1,152	2,383	1,170	460	788	5,953
Consulting	302	1,251	428	123	3,246	5,351
Interest Expense	0	0	0	0	0	0
Legal Payments	0	0	0	0	0	0
Total Non-Personnel	<u>21,246</u>	<u>51,410</u>	<u>14,670</u>	<u>6,298</u>	<u>121,494</u>	<u>215,118</u>
Total Expenditures	<u><u>128,211</u></u>	<u><u>321,879</u></u>	<u><u>108,613</u></u>	<u><u>49,764</u></u>	<u><u>255,329</u></u>	<u><u>863,796</u></u>

SELACO WDB
Statement of Functional Expenditures
From 7/1/2023 through 2/29/2024

Line Item Description	Current Period Actual	Budget	Budget Variance	Total Budget Remaining (%)
PERSONNEL COSTS				
Salaries/Wages	1,473,172	2,849,156	1,375,984	48.3%
Payroll Taxes/WC	160,179	260,115	99,936	38.4%
Employee Benefits	313,082	577,627	264,545	45.8%
TOTAL PERSONNEL COSTS	1,946,433	3,686,898	1,740,465	47.2%
NON-PERSONNEL COSTS				
Mileage	2,970	10,000	7,030	70.3%
Conference/Staff Development	32,012	243,000	210,988	86.8%
Meeting Expenses	20,057	27,000	6,943	25.7%
Rent/Utilities	249,162	360,794	111,632	30.9%
Telephone	13,647	25,000	11,353	45.4%
Furniture & Equipment	19,128	50,000	30,872	61.7%
Repair & Maintenance	5,173	17,000	11,827	69.6%
Outreach/Recruitment	35,413	75,000	39,587	52.8%
Supplies	36,227	55,000	18,773	34.1%
Subscriptions/Dues/Memberships	30,928	75,000	44,072	58.8%
Insurance	18,913	38,000	19,087	50.2%
Professional Fees	44,234	130,000	85,766	66.0%
Legal Fees	22,102	40,000	17,898	44.7%
Interest Expense/Miscellaneous	155	3,000	2,845	94.8%
TOTAL NON-PERSONNEL COSTS	530,121	1,148,794	618,673	53.9%
TOTAL IN-HOUSE COSTS	2,476,554	4,835,692	2,359,138	48.8%
TRAINING & SUPPORT SERVICES				
Vendor Training Payments (Classroom/OJT/IWT)				
Employment Training Panel (ETP)	75,785	305,558	229,773	75.2%
LA County - Homeless Initiative (Measure H)	13,473	14,500	1,027	7.1%
Prison to Employment (P2E)	-	47,700	47,700	100.0%
Regional Equity and Recovery Partnership (R)	25,550	104,900	79,350	75.6%
WIOA Adult	229,243	805,359	576,116	71.5%
WIOA Dislocated Workers	107,155	50,000	(57,155)	-114.3%
WIOA Youth	38,409	50,000	11,592	23.2%
Non-WIOA Training Expenditures	49,334	573,263	523,929	91.4%
Subtotal	538,948	1,951,280	1,412,332	72.4%

SELACO WDB
Statement of Functional Expenditures
From 7/1/2023 through 2/29/2024

Line Item Description	Current Period Actual	Budget	Budget Variance	Total Budget Remaining (%)
Cost Reimbursements / Contracted Services				
Day Care Pre-School / Renovation	2,509,766	5,294,607	2,784,840	52.6%
Employment Training Panel (ETP)	-	30,000	30,000	100.0%
LA County - Youth @ Work	242,594	713,024	470,430	66.0%
LA County - Homeless Initiative (Measure H)	-	5,000	5,000	100.0%
Regional Equity and Recovery Partnership (RI)	-	7,500	7,500	100.0%
WIOA ETPL Delegation Services	5,000	5,000	0	0.0%
WIOA Youth	201,808	849,910	648,102	76.3%
WIOA One-Stop Operator	7,375	30,000	22,625	75.4%
WIOA Security Guard	28,525	49,190	20,666	42.0%
Subtotal	2,995,068	6,984,231	4,038,353	57.8%
Work Experience / Skillz Menu Program				
LA County - Youth @ Work	79,244	37,716	(41,528)	-110.1%
LA County - Homeless Initiative (Measure H)	7,227	12,750	5,523	43.3%
Prison to Employment (P2E)	1,839	19,000	17,161	90.3%
Regional Equity and Recovery Partnership (RI)	-	5,000	5,000	100.0%
WIOA Adult	15,338	57,404	42,066	73.3%
WIOA Youth	72,809	225,564	152,755	67.7%
Subtotal	176,458	357,435	180,976	50.6%
Training Supplies				
WIOA Adult	655	4,500	3,845	85.5%
WIOA Dislocated Workers	106	2,000	1,894	94.7%
WIOA Youth	202	3,500	3,298	94.2%
Subtotal	963	10,000	9,037	90.4%
Direct Support Payments				
Gateway Cities' Homeless Employment Prg	2,143	15,412	13,269	86.1%
LA County - Youth @ Work	881	1,560	679	43.5%
LA County - Homeless Initiative (Measure H)	577	3,250	2,673	82.3%
Prison to Employment (P2E)	1,275	6,500	5,225	80.4%
Regional Equity and Recovery Partnership (RI)	100	1,000	900	90.0%
WIOA Adult	28,186	50,000	21,814	43.6%
WIOA Dislocated Workers	2,400	15,000	12,600	84.0%
WIOA Youth	2,038	30,000	27,962	93.2%
Subtotal	37,601	122,722	85,121	69.4%
TOTAL TRAINING & SUPPORT SVCS	3,749,039	9,425,667	5,725,819	60.7%
GRAND TOTAL	6,225,592	14,261,359	8,084,957	56.7%

SELACO WDB
Balance Sheet
2/29/2024

	Day Care & Day Care Facilities Revolving Funds	Employment Training Panel (ETP)	Transitional Subsidized Employment (TSE)	WIOA Adult	WIOA Dislocated Workers	WIOA Youth	WIOA Rapid Response	Other Grants	General Funds	Pools	Total
Assets											
Cash & Cash Equivalents	5,614,483	46,447	9,913	(36,554)	(44,608)	(236,146)	(16,822)	45,077	145,636	(1,076)	5,526,349
Petty Cash	-	-	-	-	-	-	-	-	-	4,000	4,000
Accounts Receivable	-	167,035	5,400	23,293	-	-	-	69,584	-	-	265,312
Deposit	9,100	-	-	-	-	-	-	-	-	20,238	29,338
Due from Other Fund	-	-	-	-	-	(7,443)	-	-	222,672	-	215,229
Fixed Assets	1,005,713	-	-	-	-	-	-	-	-	-	1,005,713
Accumulated Depreciation	(1,005,713)	-	-	-	-	-	-	-	-	-	(1,005,713)
Total Assets	5,623,583	213,481	15,313	(13,261)	(44,608)	(243,590)	(16,822)	114,661	368,308	23,162	6,040,228
Liabilities and Net Assets											
Liabilities											
Accounts Payable	89,067	216,031	35	19,116	52	59,202	37	26,631	-	946	411,117
Due to Department of Education	9,100	-	-	-	-	-	-	-	-	-	9,100
Due to EDD	-	-	-	-	-	-	-	-	-	28,115	28,115
Due to Vendors (ETP)	-	-	-	-	-	-	-	50	-	-	50
Due to Other Fund	-	104,525	25,221	22,302	-	-	-	70,624	-	(7,443)	215,229
Payroll Clearing	-	-	-	-	-	-	-	-	-	1,544	1,544
Revenues Received in Advance	5,140,557	62,693	16,379	-	-	(7,443)	-	571	-	-	5,212,758
Suspended Account	-	-	-	-	-	-	-	-	-	-	-
Total Liabilities	5,238,724	383,249	41,635	41,419	52	51,759	37	97,876	-	23,162	5,877,913
Net Assets											
Current YTD Net Income Unrestricted	366,606	(158,262)	(43,369)	(54,680)	(44,661)	(295,348)	(16,859)	(32,438)	(4,512)	-	(283,522)
	18,252	(11,505)	17,047	-	-	-	-	49,223	372,820	-	445,837
Total Net Assets	384,859	(169,768)	(26,322)	(54,680)	(44,661)	(295,348)	(16,859)	16,785	368,308	-	162,315
Total Liabilities and Net Assets	5,623,583	213,481	15,313	(13,261)	(44,608)	(243,590)	(16,822)	114,661	368,308	23,162	6,040,228



Operations Report

8TH REPORT OF PY 2023 – PY 2024

JULY 1, 2023 – FEBRUARY 29, 2024

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PURPOSE

The Southeast Los Angeles County Workforce Development Board (SELACO WDB) respectfully submits the sixth Program Operations Report for the program year 2021-2022. This report reflects the various grants and services offered to our local job seekers and employers. This report includes information on America's Job Center of California Activity, Adult Programs, Youth Programs, Employer Services, Special and Regional Programs. The report will reflect performance and activity requirements of our funding entities.

SPOTLIGHT

SELACO WDB Chair Larry Wehage, Vice Chair of the SELACO WDB Policy Board, Council Member Sonny Santa Ines Metro Board, Executive Director Yolanda Castro and Deputy Director Corina Coronel join the Metro Board members, 1st Vice Chair Janice Hahn, and Board Members Jacquelyn Dupont-Walker, James Butts, Fernando Dutra and other elected officials representing the Southeast Region of LA at the press event for the unveiling of the new project name for the West Santa Ana Branch Transit Corridor Project.

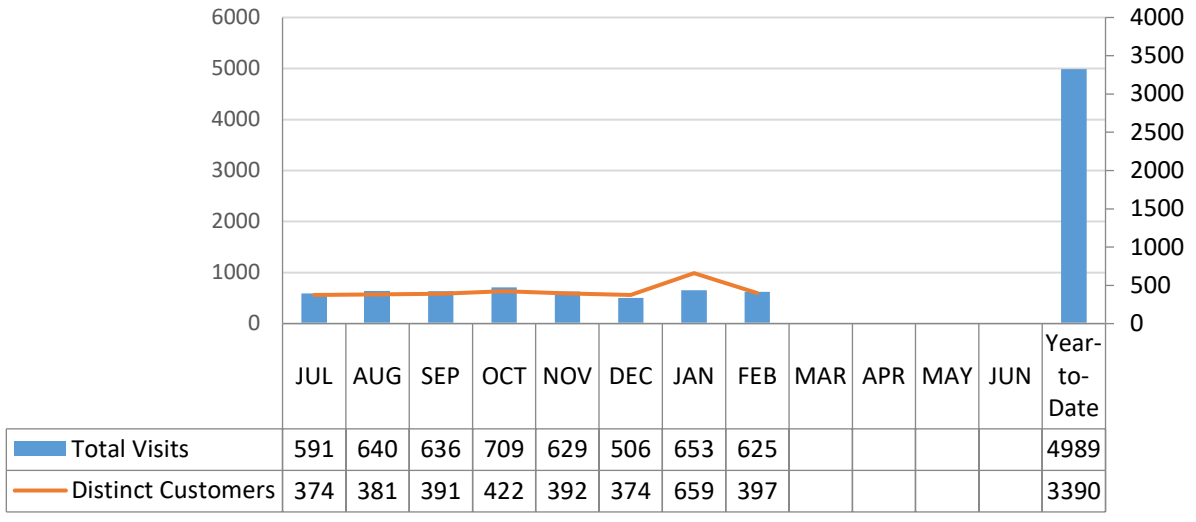


IN-THE-KNOW WITH SELACO

“In-the-Know with SELACO” is the name of the SELACO WDB Constant Contact company newsletter. Our newsletter is published quarterly and features articles highlighting recent activities and events including board and community engagement, special programs and success stories. Constant Contact also allows SELACO to deliver mass emails to multiple groups all at the same time without affecting the company server. We use Constant Contact to promote job recruitments and announcements for events such as The Collaborative Community Network meetings and Disability Awareness Training as well as in-house to inform staff. The following link provides you access to our most recent publication of “In-the-Know with SELACO”: [In-The-Know](#)

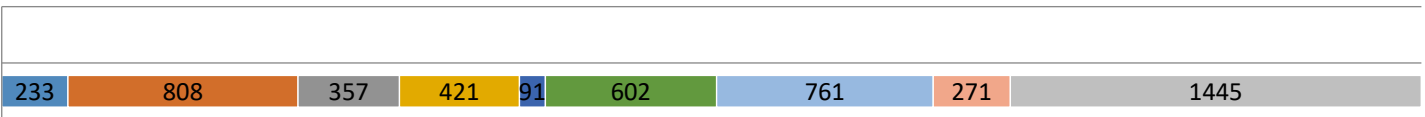
CAREER SERVICES

Customer Visits to AJCC

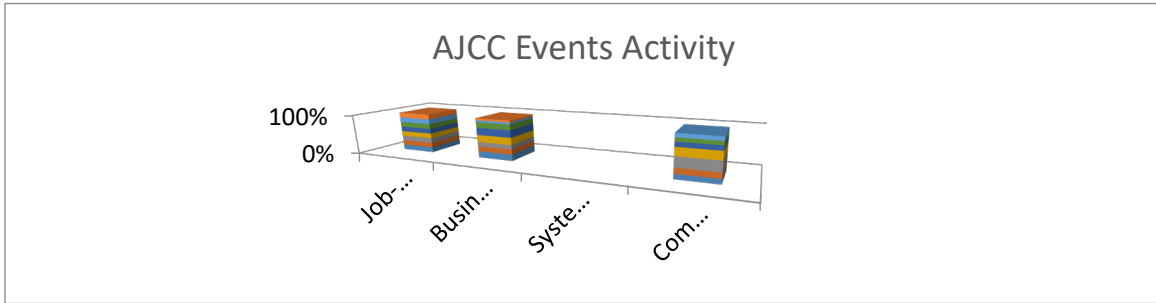


Customer Visits by City

■ Artesia
 ■ Bellflower
 ■ Cerritos
 ■ Downey
 ■ Hawaiian Gardens
 ■ Lakewood
 ■ Norwalk
 ■ Paramount
 ■ Other



EVENTS



ADULT JOB SEEKER PROGRAMS

EVENTS

JOB SEEKER EVENTS	DESCRIPTION
Virtual Job Club	Partnered with Microsoft to host a LinkedIn presentation
Virtual Youth Workshops	Virtual workshops for youth focused on job readiness, job preparation, interview skills, and resume building
Reemployment Services and Eligibility Assessment (RESEA)	EDD host a workshop to Review of job search activity and sharing of resource information.
Job Interview Preparation and Practice Workshop	It is the interview that lands the job offer, NOT the résumé. Ease those Job Interview jitters with preparation and practice.
Be a Super Star Employee Workshop	This workshop offers an opportunity to learn how to become the employee that you would be proud to be.
Career Academy for Targeted Sectors (CATS)	Virtual bootcamp for young adults, allowing them the opportunity to establish a career pathway.
BUSINESS & EMPLOYER EVENTS	DESCRIPTION
LAPD Recruitment	Recruitment
MDH Network	Recruitment
Your Image 20/20	Supportive Service
Memorial Care	Ribbon cutting in Lakewood
Business Brew	Exclusive tour of Costco with Lakewood Chamber of Commerce, networking event
Artesia Networking Breakfast	Attended the Artesia networking breakfast
OUTREACH EVENTS	DESCRIPTION
Boots on Ground – Artesia	Artesia High School/ Student Union
Boots on Ground – Downey	The Whole Child
Boots on Ground – Hawaiian Gardens	Round Table Safety
Boots on Ground – Norwalk	Norwalk Homeless Task Force
Boots on Gound – Paramount	Paramount Adult School
Boots on Ground – Long Beach	Long Beach Job Corps
Boots on Ground – Other	Heritage Clinics/ Information Session
Boots on Ground – Other	NBTU-Lopez on Apprenticeships
Boots on Ground – Other	PACT Orientation
Boots on Ground – Other	NTMA

WIOA ADULT

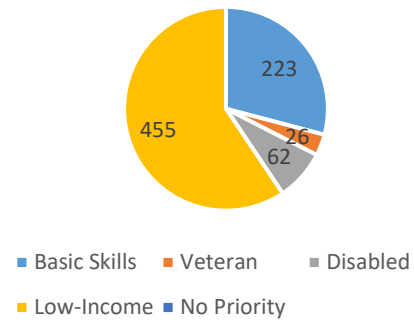
To prepare workers -- particularly individuals with barriers to employment -- for good jobs by providing job search assistance and training. The Adult Program provides an emphasis on serving public assistance recipients, other low-income individuals, and individuals who are low-skilled.

WIOA PERFORMANCE INDICATORS PER QUARTER

Performance Measure	Negotiated PY 23/24	Q1 PY 23/24	Q2 PY 23/24	Q3 PY 23-24	Q4 PY 23-24
Employed 2 nd Quarter after Exit	64.9%	69.4%	71.4%	70.5%	
Employed 4 th Quarter after Exit	61.8%	64.5%	64.5%	67.5%	
Median Earnings	\$7,400	\$8,481.93	\$8,855.10	\$8,509.50	
Credential Rate	67.7%	78.3%	79.4%	78.6%	
Measurable Skill Gain (MSG)	70.0%	76.9%	86.3%	82.6%	

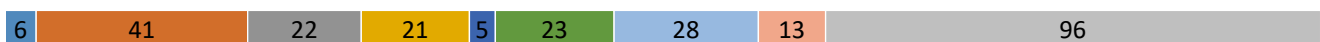
Activity Breakdown	
Carryover	192
Enrollments	255
Exits	143
Employed at Closure	133
Program Services	
Occupational Skills Training	37
On the Job Training	3
Transitional Jobs	5
Supportive Services	109
Follow-up Services	88

Priority Population



WIOA Adult Enrollment by City

■ Artesia ■ Bellflower ■ Cerritos ■ Downey ■ Hawaiian Gardens ■ Lakewood ■ Norwalk ■ Paramount ■ Other



WIOA DISLOCATED WORKER (DW)

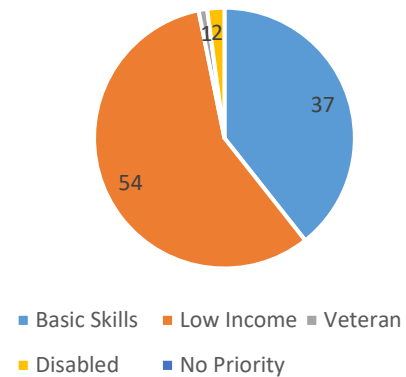
To prepare workers -- particularly individuals recently separated from employment -- for good jobs by providing job search assistance and training. The Dislocated Worker Program provides an emphasis on serving transitioning veterans, homemakers, recently unemployed, and struggling independent business owners.

WIOA PERFORMANCE INDICATORS PER QUARTER

Performance Measure	Negotiated PY 23/24	Q1 PY 23/24	Q2 PY 23/24	Q3 PY 23/24	Q4 PY 23/24
Employed 2 nd Quarter after Exit	68.2%	83.3%	80.0%	76.0%	
Employed 4 th Quarter after Exit	67.0%	81.5%	83.3%	77.1%	
Median Earnings	\$8,600	\$10,703.16	\$10,772.54	\$10,017.60	
Credential Rate	79.2%	81.2%	78.4%	65.5%	
Measurable Skill Gain	70.0%	82.6%	90.9%	100%	

Activity Breakdown	
Carryover	29
Enrollments	32
Exits	16
Employed at Closure	18
Program Services	
Occupational Skills Training	12
On the Job Training	0
Supportive Services	21
Follow-up Services	12

Priority Population



WIOA Dislocated Worker Enrollment by City

■ Artesia ■ Bellflower ■ Cerritos ■ Downey ■ Hawaiian Gardens ■ Lakewood ■ Norwalk ■ Paramount ■ Other



TRANSITIONAL SUBSIDIZED EMPLOYMENT (TSE)

The TSE program is a program in collaboration with the South Bay Workforce Development Board that provides individuals the opportunity to gain the skills and hands on experience needed to transition into their next job and/or career. The program also gives companies a chance to give back to the community and provide opportunities for individuals to gain access into the workforce. SELACO WDB's role in bridging the gap between both parties is to help meet employer's workforce needs by providing qualified, pre-screened applicants.

TSE PERFORMANCE INDICATORS PER QUARTER

TSE Performance Measures PY 22/23	Allocations	Goal	Actual
Projected Enrollments	50	50	40
Exit and Follow-up 6 Months After Exit	50	50	32

Carryover
54

TSE WEX PLACEMENT BY CITY

■ Artesia ■ Bellflower ■ Cerritos ■ Downey ■ Hawaiian Gardens ■ Lakewood ■ Norwalk ■ Paramount ■ Other



WIOA YOUTH SELACO

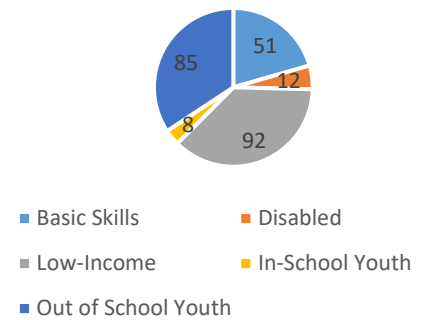
To prepare youth (ages 14-24) with barriers to employment – for good jobs by providing career exploration and training. The Youth Program provides an emphasis on serving public assistance recipients, other low-income individuals, basic skills deficient, pregnant or parenting young, foster youth, and youth with additional barriers to employment.

WIOA PERFORMANCE INDICATORS PER QUARTER

Performance Measure	Negotiated PY 23/24	Q1 PY 23/24	Q2 PY 23/24	Q3 PY 23/24	Q4 PY 23/24
Employed or Placed in Education 2 nd QT after Exit	68.7%	69.2%	69.0%	73.8%	
Employed or Placed in Education 4 th QT after Exit	73.0%	76.6%	76.3%	69.2%	
Median Wage	\$4,150	\$6,930.65	\$6,861.37	\$5,633.24	
Credential Rate	69.0%	50.0%	61.5%	61.5%	
Measurable Skills Gain	67.0%	38.2%	30.6%	38.3%	

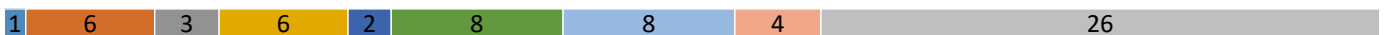
Out-of-School Activity Breakdown	Actual
Carryover	22
Enrollments	64
Exits	20
Employed at Closure	20
Program Services	
Occupational Skills Training	10
Enrolled in Secondary Education	0
Work Experience	23
Supportive Services	17
Follow-up Services	18

Priority Population



WIOA Youth Enrollment By City

■ Artesia ■ Bellflower ■ Cerritos ■ Downey ■ Hawaiian Gardens ■ Lakewood ■ Norwalk ■ Paramount ■ Other



WIOA YOUTH ABC

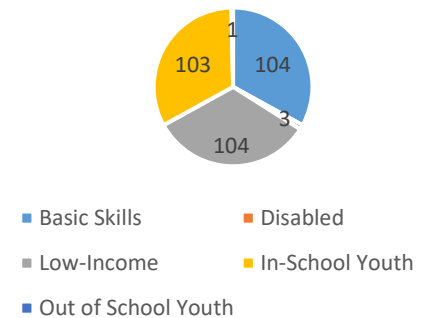
To prepare youth (ages 17-21) with barriers to employment – for good jobs by providing career exploration and training. The Youth Program provides an emphasis on serving public assistance recipients, other low-income individuals, basic skills deficient, pregnant or parenting young, foster youth, and youth with additional barriers to employment.

WIOA PERFORMANCE INDICATORS PER QUARTER

Performance Measure	Negotiated PY 23/24	Q1 PY 23/24	Q2 PY 23/24	Q3 PY 23/24	Q4 PY 23/24
Employed or Placed in Education 2 nd QT after Exit	68.7%	83.3%	94.4%	94.6%	
Employed or Placed in Education 4 th QT after Exit	73.0%	0.0%	100.0%	66.7%	
Median Wage	\$4,150	\$1,390.00	\$4,669.33	\$2,748.70	
Credential Rate	69.0%	0.0%	0.0%	50.0%	
Measurable Skills Gain	67.0%	57.2%	43.3%	40.2%	

In-School Activity Breakdown	Actual
Carryover	10
Enrollments ABC	60
Exits	17
Employed at Closure	0
Program Services	
Enrolled in Secondary Education	0
Work Experience	40
Supportive Services	39
Follow-up Services	0

Priority Population



WIOA Youth Enrollment By City

■ Artesia ■ Bellflower ■ Cerritos ■ Downey ■ Hawaiian Gardens ■ Lakewood ■ Norwalk ■ Paramount ■ Other



YOUTH@WORK

The Youth@Work program designed to provide work-based learning to Los Angeles County's youth ages 14-21. The goal of the program is to introduce young people to the workplace, gain valuable employment skills and earn an income. Through this process, youth receive up to 20 hours of paid Personal Enrichment and Work Readiness Training (PET) to help them acquire some of the basic "soft skills" necessary to succeed in the workplace. Youth also work on average of 100 hours of work experience after the completion of the PET for a total of 120 hours of combined work preparation and work experience. Youth will also receive a monthly performance evaluation to better gage their individual strengths and weakness. Upon completion of the program, youth receive a certificate of Work Readiness.

YOUTH@WORK ENROLLMENT GOALS

Agency	CalWORKs		Foster		JJCPA		Other Under Served Youth (OUSY)		System Involved Youth (SIY)		TOTAL	
	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual
City of Hawaiian Gardens	12	5	N/A	N/A	0	0	39	33	10	8	61	46
Artesia	N/A	N/A	N/A	N/A	N/A	N/A	10	0	10	0	20	0
DAS	N/A	N/A	N/A	N/A	N/A	N/A	4	0	4	0	8	0
ABCUSD	18	14	1	0	N/A	N/A	39	40	10	10	68	64
SELACO	8	8	12	16	6	4	11	13	6	7	43	48

Progress	CalWORKS	Foster	JJCPA	OUSY	SIY	Total
Enrollments	27	16	4	86	25	158
Exits	6	9	0	18	5	38

Youth@Work Enrollment by City

■ Artesia ■ Bellflower ■ Cerritos ■ Downey ■ Hawaiian Gardens ■ Lakewood ■ Norwalk ■ Paramount ■ Other



BRIDGE TO WORK

The Bridge-to-Work-Foster program works with foster youth that are eligible to enroll in the Independent Living Program (ILP) and aims to get them started on a path to a high wage career.

BRIDGE TO WORK PERFORMANCE INDICATORS PER QUARTER

B2W Projected Goals	Goal	Actual
Projected Enrollments	8	3
Exits	8	4

PY22-23 Carryover
3

Bridge to Work Enrollment by City

■ Artesia
 ■ Bellflower
 ■ Cerritos
 ■ Downey
 ■ Hawaiian Gardens
 ■ Lakewood
 ■ Norwalk
 ■ Paramount
 ■ Other

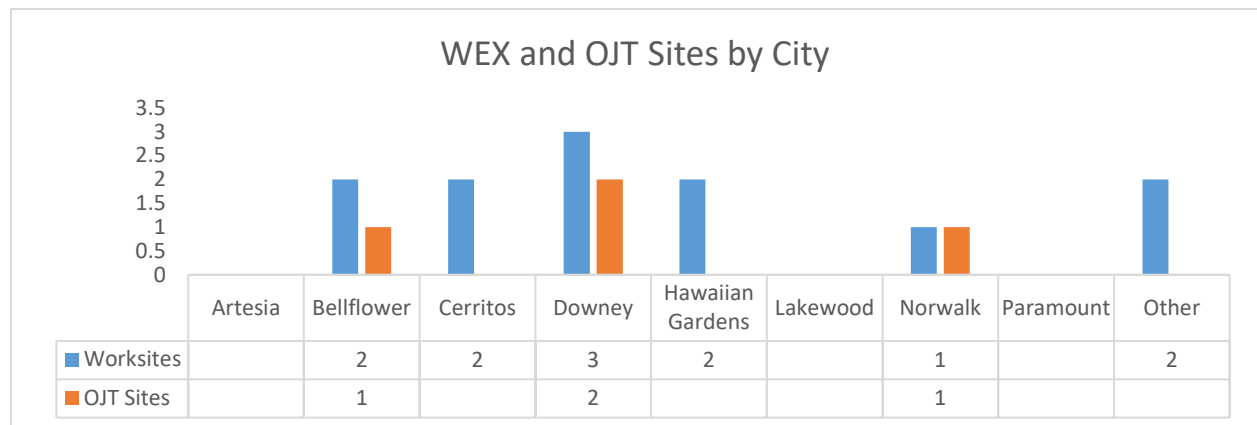


BUSINESS SERVICES

Business services engage with a diverse range of employers to promote business representation on the local board and develop effective linkages with employers to support local workforce investment activities. Develop and deliver innovative workforce investment services and strategies for employers, which may include career pathways, skills upgrading, skill standard development and certification for recognized postsecondary credential or other employer use, apprenticeship, and other effective initiatives for meeting the workforce investment needs of area employers and workers.

Offer appropriate recruitment and other business services on behalf of employers, including small employers, which may include services such as providing information and referral to specialized business and services not traditionally offered through the one-stop delivery system. Provide assistance to employers in managing reductions in force in coordination with rapid response activities and strategies for the aversion of layoffs, which strategies may include early identification of firms at risk of layoffs, use of feasibility studies to assess the needs of and options for at-risk firms, and the delivery of employment and training activities to address risk factors.

Activity Breakdown	
Job Fairs/ Special Recruitments	10
Job Development	23
Resume Referral	15
Candidate Pre-screening	51
Employer Networking	170
Referral to Community Services	49
Tax Credit Program Awareness	49
Rapid Response	0
Lay-off Aversion	0
Total	367



EMPLOYER TRAINING PANEL (ETP)

SELACO WDB is a prime contractor for the State’s Employment Training Panel (ETP) enterprise, a performance-based initiative supporting job creation and retention, through customized skills training. ETP is funded by a special California corporate tax and differs from other workforce development programs whose emphasis is on pre-employment training. SELACO WDB, with ETP funds, fulfills its mission by reimbursing the cost of employer-driven training for incumbent workers. Overall, the ETP program helps to ensure that California businesses will have the skilled workers they need to remain competitive. Employers must be able to effectively train workers in response to changing business and industry needs. While the need for workforce training is critical, businesses generally reserve capacity-building dollars for highly technical and professional occupations – Limiting investment in training for frontline workers who produce goods and deliver services. ETP helps to fill this gap by funding training that is targeted to the frontline workers.

Eligible Training Panel (ETP)		
ET-23-0132 (Contract Term: 2022-2024)		
	Planned	Actual
Enrollments	433	429
Completions	433	425
Retention	408	417

Eligible Training Panel (ETP)		
ET-23-0162 (Contract Term: 2023-2025)		
	Planned	Actual
Enrollments	405	12
Completions	405	0
Retention	380	0

SPECIAL AND REGIONAL PROGRAMS

CHILD DEVELOPMENT PROGRAM REGIONAL SUPPORTIVE SERVICES 3.0

Facilities	Planned Enrollments	Actual Enrollments
A. J. Padelford Child Development Center 11922 169 th Street, Artesia, CA 90701 Center Director: Liz Quintanilla Phone Number: (562) 926-2427	47	32
Artesia Child Development Center 18730 Clarkdale Avenue, Artesia, CA 90701 Center Director: Malajat Raja Phone Number: (562) 653-0290	57	68
Bellflower Child Development Center 447 Flower Street, Bellflower, CA 90706 Center Director: Regina Mayo Phone Number: (562) 804-7990	57	38
Bellflower II Child Development Center 14523 Bellflower Blvd., Bellflower, CA 90706 Phone Number: (562) 867-8399	76	72
Lakewood Child Development Center 5225-A Hayter Avenue, Lakewood, CA 90712 Center Director: Maria Navarro Phone Number: (562) 531-9440	59	47
Maywood Child Development Center 4803 58 th Street, Maywood, CA 90270 Center Director: Silvia Guzman Phone Number: (323) 560-5656	54	54
Norwalk Child Development Center 14000 San Antonio Drive, Norwalk, CA 90650 Center Director: Silvia Guzman Phone Number: (562) 864-1958 ++0	26	29
Total	376	340

COUNCIL OF GOVERNMENTS (COG) - HOMELESS EMPLOYMENT PROGRAM

In collaboration with Gateway Cities Council of Government, SELACO WDB, SHARE and HUB cities, the Homeless Employment Program is designed to provide immediate shelter for the homeless within the Gateway region, followed by employment and training services. The overall goal of the project is to support homeless candidates secure permanent housing, long term employment and self-sufficiency.

The role of each partner:

Gateway Cities: will serve as the project administrator and provide oversight/guidance to the selected providers.

SHARE! Collaborative Housing: will provide affordable permanent supportive housing in single-family houses throughout Los Angeles County and assist candidates in addressing issues that hinder their ability to secure full time employment. Once barriers to employment have been addressed, SHARE will refer candidates to the workforce partners for training and employment services.

SELACO WDB and HUB Cities: each agency will support 50 candidates. Services will include:

- Co-enrollment into WIOA
- Career planning
- Development of Individual Employment Plans that may include paid work experience, vocational training, On-the-Job training, and/or placement into full time employment
- Ongoing Case Management
- Follow-Up services for one year after exit

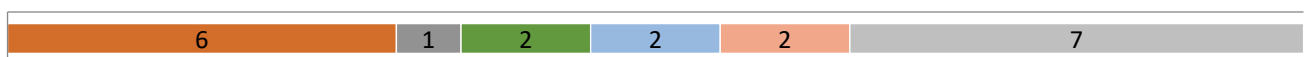
Referral Activity		
	Planned	Actual
Referrals to SHARE	N/A	27
Referrals from SHARE	N/A	23
Enrollments resulting from SHARE referrals	50	25

Enrollment Activity		
	Planned	Actual
Attended a Job Search Workshop	20	7
Completed Individual Service Plan	50	16
Internships	8	0
Secured Part-time Employment	3	4
Secured Full-time Employment	28	4
Retained Employment (3-months)	23	8
Increased wages	40	0

PY22-23 Carryovers
17

COG Home Enrollment by City

■ Artesia ■ Bellflower ■ Cerritos ■ Downey ■ Hawaiian Gardens ■ Lakewood ■ Norwalk ■ Paramount ■ Other



REGIONAL EQUITY AND RECOVERY PARTNERSHIP (RERP)

The overall goal of the Regional Equity and Recovery Partnership (RERP) is to improve job quality and job access for individuals from underserved and underrepresented populations, meet the skill and profitability needs of employers and meet the economic, social, and environmental needs of the community. SELACO will provide program coordination and management, data collection and reporting, and partner with Cerritos College to provide training in supply chain logistics

Contract Term April 18, 2023 – October 31, 2025

RERP PERFORMANCE INDICATORS PER QUARTER

Performance Measure	Planned	Actual
New Enrollment	35	9
Individuals in Training	35	7
Individuals Completed Training	30	7
Attained Industry Recognized Certificate or Credential	30	7
Employment Obtained	30	1

RERP Enrollment by City

■ Artesia ■ Bellflower ■ Cerritos ■ Downey ■ Hawaiian Gardens ■ Lakewood ■ Norwalk ■ Paramount ■ Other



PRISON TO EMPLOYMENT – P2E

The Workforce Development Boards (WDB) of the Los Angeles region (LARPU) submitted a plan to create a regional approach in serving reentry individuals and the justice system. The plan was awarded under Prison to Employment (P2E) through the California Workforce Development Board in January of 2023.

Contract Term April 4, 2023 – December 31, 2025

P2E INITIATIVE PERFORMANCE INDICATORS PER QUARTER

Performance Measure	Planned	Actual
New Enrollment	26	18
Individuals in Training	9	7
Individuals Completed Training	8	1
Attained Industry Recognized Certificate or Credential	8	1
Placement in Postsecondary Education	1	0
Placement in State Approved Apprenticeship	3	0
Employment	16	0

P2E Enrollment by City

■ Artesia
 ■ Bellflower
 ■ Cerritos
 ■ Downey
 ■ Hawaiian Gardens
 ■ Lakewood
 ■ Norwalk
 ■ Paramount
 ■ Other




GLOSSARY OF TERMS

AJCC:	American Job Center of California
ASE:	Academic Skills Enhancement
CalJOBS:	California Job Services
CWDB	California Workforce Development Board
DEI:	Disability Employment Initiative
EDD:	Employment Development Department
ETP:	Employment Training Panel
GED:	General Education Development
LMI:	Labor Market Information
PJSA:	Personalized Job Search Assistance
SELACO WDB:	Southeast Los Angeles County Workforce Development Board
STEPS:	Steps to Economic and Personal Success Workshop
TSE:	Transitional Subsidized Employment
WDB:	Workforce Development Board
WIOA:	Workforce Innovation and Opportunity Act



MEMORANDUM

DATE: April 23, 2024
TO: SELACO WDB Executive Committee
FROM: Yolanda L Castro, Executive Director 
RE: Security Guard Service Contract Adjustment

Due to a lack of a quorum at the Southeast Los Angeles County Workforce Development Board (SELACO WDB) of Directors' meeting held on March 28, 2024, this item comes to the Executive Committee for review and approval with anticipated ratification at the planned May 23, 2024, SELACO WDB Board of Directors' meeting.

The Southeast Los Angeles County Workforce Development Board (SELACO WDB) is seeking approval for an adjustment (increase) request concerning our current security guard service contract with Allied Universal.

Originally, when the procurement process took place, Allied Universal submitted a quote estimating a cost of \$24.32 per hour for a full-time security guard. In January of 2023, they requested an increase that aligned with the projected increase identified in the proposal during the procurement of security guard services. As a result, the SELACO WDB was approached for approval of the increase, and granted a new hourly rate of \$25.62, representing a \$1.30 hourly increase from the previous rate.

Allied Universal is requesting an additional adjustment of \$0.36 cents per hour to meet the new adjusted minimum wage requirements. This adjustment falls within projected annual costs. The request for an increase requires Board approval.

In addition, our current contract with Allied Universal is approaching its end in October 2024, reaching its maximum term of three years. Therefore, we will need to reprocure for security guard services.

Action Required:


1. Approval for the adjusted increase of \$0.36 will support the alignment of security guard salary with the current minimum wage.
2. Authorize staff to proceed with the procurement of Security Guard services for the SELACO WDB America's Job Center of California (AJCC).



MEMORANDUM

DATE: April 23, 2024

TO: SELACO WDB Executive Committee

FROM: Yolanda L Castro, Executive Director 

RE: Approval of SELACO WDB Budget Modifications for Program Year 2023 -2024

Due to a lack of a quorum at the Southeast Los Angeles County Workforce Development Board (SELACO WDB) of Directors' meeting held on March 28, 2024, this item comes to the Executive Committee for review and approval with anticipated ratification at the planned May 23, 2024, SELACO WDB Board of Directors' meeting.

Attached for your review and approval is the Southeast Los Angeles County Workforce Development Board's (SELACO WDB's) modified budget for Program Year (PY) 2023-2024. Overall, SELACO WDB is making great strides in moving beyond the challenges posed by the COVID-19 area. Through the diligent efforts of SELACO WDB staff, we have implemented numerous strategies, including direct engagement initiatives such as our "boots on the ground" approach. These efforts have resulted in a notable increase in customer traffic. We anticipate this upward trend to continue, particularly as we foresee a significant rise in demand for job seeker services in the latter half of the program year. Considering these projections, SELACO WDB staff is presenting our 2023-2024 budget modification based on full operation of services, with minor adjustments based on changes in operations and anticipate increase and/or decreases in funding.

We have estimated adjustments to the best of our ability to both the Revenue and Expenditure budgets as followed:

Revenues

Total Operating Revenue Budget for PY 2023-24 reflects a net increase of \$46,048, representing a modest uptick of approximately 0.30% compared to the budget approved on July 27, 2023.

Increases of \$88,079 to the revenue budget are as followed:

- 1) Total increase of \$57,585 is from continued and carried-over funds for the following special projects:
 - #02. Gateway Cities Homeless Employment (H2E) Program (+ \$407)
 - #04. LA County Homeless-Measurer H (+ \$55,500)
 - #08. Transitional Subsidized Employment (TSE) - Carry Over (+ \$1,245)
 - #10. Bridge To Work Youth - Carry Over (+ \$433)

- 2) Total net increase of \$28,946 is from reduction to PY2023-24 WIOA Rapid Response and Lay-Off Aversion funds and reconciliation of year-end estimates to actuals of PY2022-23 WIOA formulas carried-over funds:
 - #12. WIOA Adult-Carry Over (+ \$10,543)
 - #15. WIOA Dislocated Workers-Carry Over (+ \$2,193)
 - #18. WIOA Youth-Carry Over (+ \$38,507)
 - #20. WIOA Rapid Response-Carry Over (+ \$1,541)
 - #21. WIOA Rapid Response (- \$1,898)
 - #22. WIOA Lay-Off Aversion (- \$21,940)

- 3) Total increase of \$1,548 is due to reconciliation of estimates to actuals for carried over fund for the 40th Year Anniversary Celebration.
 - #24. General Fund: 40th Year Anniversary Celebration (\$1,548)

Decreases of \$42,031 from the revenue budget are as followed:

- 1) A decrease of \$41,811 is attributed to the Employment Training Panel (ETP) grant. As SELACO WDB is currently in the first year of the two-year grant term, changes in enrollment plans have necessitated the postponement of most program activities to the following program year.
 - #01. Employment Training Panel (ETP) Grant (- \$41,811)

- 3) A decrease of \$220 is due to revised estimates of One-Stop Partners' shares of infrastructure costs, including rent, telephone, internet, security guard, and some repair/maintenance costs:
 - #23. Other Revenues – Shared Infrastructure Costs from One-Stop (- \$220)

See attached Projected Revenue Budget for explanations on each budget line item that resulted in an increase or decrease in all funding allocations.

Expenditures

The Total Expenditure Budget for PY 2023-24 reflects a net decrease of \$225,688, which is 1.58% less compared to the previously approved budget. Detail breakdown of net decrease to

total Expenditure Budget is as followed:

- 1) Overall personnel cost is decreased by \$171,770, a 4.66% reduction compared to the budget approved on July 27, 2023. The main reasons for the reduction are due to the net of annual step increases, resignations, costs of unfilled positions, and unanticipated medical leaves.
- 2) Non-personnel costs are decreased by a net of \$52,900, a 4.60% reduction compared to the budget approved on July 27, 2023. Some budget line items have been reduced or adjusted to align with actual expenditures to-date and projected expenditures from March through June 2024. The net decrease is due to the followings:
 - Conferences/Staff Development – decreased by \$53,000 for several reasons. These includes 1) a decision by SELACO WDB staff not to attend the annual NAWB Forum in Washington D.C, which was previously budgeted for \$24,000; 2) cancellations or unavailability of certain initially budgeted conferences; and 3) rescheduling of some previously planned conferences to next fiscal year or a different timeframe.
 - Meeting - increased by \$5,000 due to reconciliation of estimates for the 40th Year Anniversary Celebration.
 - Rent – increased by \$10,000 due to SELACO WDB’s share of common area maintenance (CAM) expenses for the calendar year 2022, as well as an increase in the cost of storage space.
 - Telephone & Internet – decreased by \$2,400 due to the postponement of the installation of the redundant internet line.
 - Professional Services Fees – decreased by \$12,500 due to postponement of some services or plans to the next fiscal year.

Overall, the total In-House Costs Budget has been reduced by \$224,670, representing a decrease of 4.65%. This reduction is the cumulative effect of the \$171,700 reduction in total Personnel Costs and the \$52,900 reduction in total non-Personnel Costs.

- 3) Total Training and Support Services budget reflects a slight reduction of \$1,019, representing a minimal 0.01% decrease compared to the previously approved budget. These adjustments primarily stem from the realignment of costs previously budgeted, necessitated by changes in enrollment plans.

See notes section on the attached Expenditure Budget for explanation on each line-item change that resulted in an increase or decrease in funding.

Unobligated Balance

Based on the projected revenues and proposed expenditures, SELACO WDB anticipates an

unobligated balance of \$1,556,729. This signifies a notable increase of \$271,046 compared to the budget approved on July 27, 2023.

Action Required:

Approve budget modification for Program Year 2023-24 as submitted.

SELACO WDB
PY 2023-24 PROJECTED REVENUE BUDGET
FISCAL YEAR 2023-2024

REVENUE SOURCES	REVENUES APPROVED ON 7/27/23	PROPOSED BUDGET MODIFICATION	INCREASE / (DECREASE)	NOTES	
1	Employment Training Panel (ETP) Grant	560,000	518,189	(41,811)	1
2	Gateway Cities Homeless Employment (H2E) Program	207,706	208,113	407	1
3	LA County: Youth @ Work	827,700	827,700	-	
4	LA County: Homeless (Measure H)	55,500	111,000	55,500	2
5	Preschool Grant	5,593,899	5,593,899	-	
6	Prison to Employment (P2E 2.0)	138,073	138,073	-	
7	Regional Equity and Recovery Partnership (RERP)	175,000	175,000	-	
8	Transitional Subsidized Employment (TSE) - Carry Over	6,000	7,245	1,245	1
9	Transitional Subsidized Employment (TSE)	90,000	90,000	-	
10	Bridge To Work (B2W) Youth - Carry Over	-	433	433	1
11	Bridge To Work (B2W) Youth	14,400	14,400	-	
12	WIOA Adult - Carry Over	1,100,000	1,110,543	10,543	1
13	WIOA Adult	1,731,957	1,731,957	-	
14	WIOA Adult - Transfer from WIOA Dislocated Workers	728,420	728,420	-	
15	WIOA Dislocated Workers - Carry Over	125,000	127,193	2,193	1
16	WIOA Dislocated Workers	1,214,036	1,214,036	-	
17	WIOA Dislocated Workers - Transfer to WIOA Adult	(728,420)	(728,420)	-	
18	WIOA Youth - Carry Over	1,028,665	1,067,172	38,507	1
19	WIOA Youth	1,773,277	1,773,277	-	
20	WIOA Rapid Response - Carry Over	32,000	33,541	1,541	1
21	WIOA Rapid Response	106,118	104,220	(1,898)	2
22	WIOA Lay-Off Aversion	40,633	18,693	(21,940)	2
23	Other Revenues - Shared Infrastructure Costs from One-Stop Partners	108,816	108,596.67	(220)	1
24	General Fund: 40th Year Anniversary Celebration	45,000	46,548	1,548	1
TOTAL OPERATING REVENUES		14,973,780	15,019,828	46,048	
25	Non-WIOA Training Revenues	573,263	572,572	(691)	
TOTAL REVENUES		15,547,043	15,592,400	45,357	

NOTES:

- 1 Annual funding and adjustments, including projected increase or reduction to carry-overs.
- 2 Additional or reduced revenues received after submission of budget on July 27, 2023.

**SELACO WDB
PY 2023-24 PROJECTED EXPENDITURE BUDGET
FISCAL YEAR 2023-2024**

LINE ITEM DESCRIPTION	APPROVED BUDGET ON 7/27/23	PROPOSED BUDGET MODICATION	INCREASE / (DECREASE)	NOTES
PERSONNEL COSTS				
Salaries & Wages	2,849,156	2,690,992	(158,164)	
Payroll Taxes/Worker Compensation	260,115	247,188	(12,927)	
Employee Benefits	577,627	576,949	(678)	
TOTAL PERSONNEL COSTS	3,686,898	3,515,129	(171,770)	1
NON-PERSONNEL COSTS				
Mileage	10,000	10,000	0	
Conferences/Staff Development	243,000	190,000	(53,000)	1
Meeting Expenses	27,000	32,000	5,000	1
Rent	360,794	370,794	10,000	1
Telephone/Internet	25,000	22,600	(2,400)	1
Furniture & Equipment	50,000	50,000	0	
Repair & Maintenance	17,000	17,000	0	
Outreach/Recruitment	75,000	75,000	0	
Supplies	55,000	55,000	0	
Subscriptions/Dues/Memberships	75,000	75,000	0	
Insurance	38,000	38,000	0	
Professional Services Fees	130,000	117,500	(12,500)	1
Legal Fees	40,000	40,000	0	
Bank Fees/Interest Expense	3,000	3,000	0	
TOTAL NON-PERSONNEL COSTS	1,148,794	1,095,894	(52,900)	
TOTAL IN-HOUSE COSTS	4,835,692	4,611,022	(224,670)	
TRAINING & SUPPORT SERVICES				
Classroom/ OJT/ IWT Payments				
Employment Training Panel (ETP)	305,558	278,226	(27,333)	2
LA County - Homeless Initiative (Measure H)	14,500	17,900	3,400	3
Prison to Employment (P2E)	47,700	47,700	0	
Regional Equity and Recovery Partnership (RERP)	104,900	104,900	0	
Workforce Accelerator Fund (WAF 9.0)	0	0	0	
WIOA Adult	805,359	742,223	(63,136)	2
WIOA Dislocated Workers	50,000	122,230	72,230	2
WIOA Youth	50,000	50,000	0	
Non-WIOA Training Expenditures	573,263	572,572	(691)	2
Subtotal	1,951,280	1,935,750	(15,530)	

LINE ITEM DESCRIPTION	APPROVED BUDGET ON 7/27/23	PROPOSED BUDGET MODIFICATION	INCREASE / (DECREASE)	NOTES
Cost Reimbursements / Contracted Services				
Day Care Pre-School / Renovation	5,294,607	5,294,607	0	
Employment Training Panel (ETP)	30,000	30,000	0	
LA County - Youth @ Work	713,024	597,611	(115,413)	4
LA County - Homeless Initiative (Measure H)	5,000	15,000	10,000	3
Regional Equity and Recovery Partnership (RERP)	7,500	7,500	0	
WIOA ETPL Delegation Services	5,000	5,000	0	
WIOA Youth	849,910	849,910	0	
WIOA One-Stop Operator	30,000	30,000	0	
WIOA Security Guard	49,190	51,145	1,954	5
Subtotal	6,984,231	6,880,772	(103,459)	
Work Experience / Skillz Menu				
LA County - Youth @ Work	37,716	135,149	97,433	4
LA County - Homeless Initiative (Measure H)	12,750	30,000	17,250	3
Prison to Employment (P2E)	19,000	19,000	0	
Regional Equity and Recovery Partnership (RERP)	5,000	5,000	0	
WIOA Adult	57,404	57,404	0	
WIOA Youth	225,564	225,564	0	
Subtotal	357,435	472,118	114,683	
Training Supplies				
WIOA Adult	4,500	4,500	0	
WIOA Dislocated Workers	2,000	2,000	0	
WIOA Youth	3,500	3,500	0	
Subtotal	10,000	10,000	0	
Direct Support Payments				
Gateway Cities' Homeless Employment Program	15,412	15,919	507	2
LA County - Youth @ Work	1,560	5,590	4,030	4
LA County - Homeless Initiative (Measure H)	3,250	2,000	(1,250)	3
Prison to Employment (P2E)	6,500	6,500	0	
Regional Equity and Recovery Partnership (RERP)	1,000	1,000	0	
WIOA Adult	50,000	50,000	0	
WIOA Dislocated Workers	15,000	15,000	0	
WIOA Youth	30,000	30,000	0	
Subtotal	122,722	126,009	3,287	
TOTAL TRAINING & SUPPORT SERVICES	9,425,667	9,424,649	(1,019)	
GRAND TOTAL	14,261,359	14,035,671	(225,688)	
CURRENT UNOBLIGATED BALANCE	1,285,683	1,556,729	271,046	

Notes:


1. Refer to budget memo.
2. Increase or decrease is due to change in enrollment plan or goals because of additional or reduction in funding estimates.
3. Increase due to additional expenditures associated with new grant revenues and/or additional funding received.
4. Realignment of previously budgeted line items due to shift in enrollment slots between service providers and SELACO.
5. Adjustment is due to increase in Security Guard's hourly rate.



MEMORANDUM

DATE: April 23, 2024

TO: SELACO WDB Executive Committee

FROM: Yolanda L Castro, Executive Director 

RE: Proposed Revision to the SELACO WDB WIOA Youth Services Policy

Due to a lack of a quorum at the Southeast Los Angeles County Workforce Development Board (SELACO WDB) of Directors' meeting held on March 28, 2024, this item comes to the Executive Committee for review and approval with anticipated ratification at the planned May 23, 2024, SELACO WDB Board of Directors' meeting.

In the most recent state review of the Southeast Los Angeles County Workforce Development's (SELACO WDB's) Workforce Innovation and Opportunity Act (WIOA) Youth Program, it has been noted that the existing SELACO WDB WIOA Youth Program Policy lacks provisions for the eligibility of In-School Youth. Consequently, a revision of the Policy to incorporate In-School Youth eligibility has been recommended. The decision not to include In-School Youth eligibility within the internal policy of SELACO WDB was based on the understanding that eligibility for In-School Youth is addressed within the contractual and operational frameworks provided to WIOA In-School Youth providers by SELACO WDB. However, in alignment with state recommendations, the current WIOA Youth Program Policy has been amended to encompass In-School Youth eligibility criteria.

Furthermore, it was observed that although the SELACO WDB maintains a "Needs Additional Services" Policy, separating it from the eligibility policy is not considered a best practice. This separation may lead to oversight by staff regarding the supplementary criteria that could qualify a participant. Hence, to address this concern, the "Needs Additional Services" policy has been integrated into the SELACO WDB's WIOA Youth Program policy.

Please find attached the proposed policy with highlighted revisions for your review.

Upon approval by the Board, the revised policy will take immediate effect, thereby nullifying the SELACO WDB's "Most in need-Needs Additional Assistance" policy and serving as the updated and effective WIOA Youth Program Policy.

Action Required:

Approve and adopt the proposed revision to the SELACO WDB WIOA Youth Policy, effective upon board approval.

WIOA YOUTH PROGRAM & ELIGIBILITY

Board Approval: PY 2008

Revision Approval: Request scheduled for March 28, 2024

This policy is effective on the date of SELACO WDB Board Approval.

PURPOSE

This policy provides guidance and establishes the procedures regarding the Workforce Innovation and Opportunity Act (WIOA) youth program, including the 75 percent out-of-school (OS) youth and 20 percent work experience minimum expenditure requirements.

SCOPE

This policy applies to all SELACO Staff and its Contractors/Sub-recipients administering, managing, and implementing Workforce Innovation Opportunity Act (WIOA) Youth funded programs.

REFERENCES

- WIOA (Public Law 113-128)
- Title 2 Code of Federal Regulations (CFR) Part 200: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (Uniform Guidance)
- Title 2 CFR Part 2900: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (Department of Labor [DOL] Exceptions)
- Title 20 CFR Part 681: “Youth Activities under Title I of the WIOA”
- Title 20 United States Code (U.S.C.) Section 1401: Definitions
- Training and Employment Guidance Letter (TEGL) 21-16, Third WIOA Title I Youth Formula Program Guidance (March 2, 2017)
- California Education Code (EC) Sections 47612.1, 58500, and 66010
- California Unemployment Insurance Code Section 14209
- Workforce Services Directive WSD17-07, Subject: WIOA Youth Program Requirements

POLICY & PROCEDURES

Definitions

For the purposes of this policy, the following definitions apply:

Adult Education: academic instruction and education services below the postsecondary level that increases an individual’s ability to: read, write, and speak in English, and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent; transition to postsecondary education and training; and obtain employment (WIOA Section 203).

Alternative School: an alternative school is a type of school designed to achieve grade-level (K-12) standards and meet student needs (EC Section 58500). Examples of alternative schools include, but are

not limited to, continuation, magnet, and charter schools. If the youth participant is attending an alternative school at the time of enrollment, the participant is considered to be in-school.

Attending School: an individual is considered to be attending school if the individual is enrolled in secondary or postsecondary school. If a youth is between high school graduation and postsecondary education, the youth is considered an In-School (IS) youth if they are registered for postsecondary education, even if they have not yet begun postsecondary classes. However, if the youth registers for postsecondary education, but does not follow through with attending classes, the youth is considered Out-of-School (OS) youth if the eligibility determination is made after youth decided not to attend postsecondary education. Youth on summer break are considered IS youth if they are enrolled to continue school in the fall (TEGL 21-16).

Not Attending School: an individual who is not attending a secondary or postsecondary school. In addition, individuals enrolled in the following programs would be considered an OS youth for eligibility purposes:

- WIOA Title II Adult Education, YouthBuild, Job Corps, high school equivalency program, or dropout re-engagement programs.
 - o A youth attending a high school equivalency program funded by the public K-12 school system who is classified by the school system as still enrolled in school are the exception; the youth would be considered an IS youth (Title 20 CFR Section 681.230).
- Non-credit bearing postsecondary classes only (TEGL 21-16).
- A charter school program that provides instruction exclusively in partnership with WIOA, federally-funded YouthBuild programs, federal Job Corps training or instruction, California Conservation Corps, or a state certified local conservation corps (in alignment with EC Section 47612.1).

Offender: An adult or juvenile subject to any stage of the criminal justice process or an adult or juvenile who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or convictions or for whom services under WIOA may be beneficial (WIOA Section 3[38]).

Postsecondary School: California community colleges, and accredited public and private universities (EC Section 66010).

School: any secondary or postsecondary school (Title 20 CFR Section 681.230). These include, but are not limited to, traditional K-12 public schools and private schools (e.g., continuation, magnet, charter, and home).

School Dropout: an individual who is no longer attending any school and has not received a secondary school diploma or its recognized equivalent (WIOA Section 3[54]). Per TEGL 8-15, this term does not include individuals who dropped out of postsecondary school.

Secondary School: a nonprofit institutional day or resident school, including a public secondary charter school, that provides secondary education, as determined under state law, except that the term does not include any education beyond grade 12 (Title 20 U.S.C. Section 1401[27]).

Youth Eligibility Criteria

To be eligible to participate in the WIOA youth program, an individual must be an out-of-school (OS) youth or an in-school (IS) youth.

OS Youth Eligibility

In order to receive services as an OS youth, an individual must meet the following eligibility criteria:

1. Not attending any secondary or postsecondary school (not including Title II Adult Education, YouthBuild, Job Corps, high school equivalency programs [exceptions in definitions], non-credit bearing postsecondary classes, dropout reengagement programs or charter schools with federal and state workforce partnerships).
2. Age 16-24 years old.
3. One or more of the following barriers:
 - a. A school dropout.
 - b. A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year quarter.
Note – If the school does not use school year quarters, The SELACO WDB must use calendar quarters.
 - c. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner.
 - d. An offender.
 - e. A homeless individual or a runaway.
 - f. An individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under Section 477 of the Social Security Act, or in an out-of-home placement.
 - g. An individual who is pregnant or parenting (custodial and non-custodial parent including non-custodial fathers).
 - h. An individual with a disability.
 - i. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

A youth participant's eligibility is determined at intake. Therefore, the youth remains eligible for youth services until exited. For example, an individual who is an OS youth at time of enrollment and is subsequently placed in school is still considered an OS youth. Additionally, an individual who is an OS youth and between the ages of 16-24 at the time of enrollment, and is now beyond the age of 24, is still considered an OS youth until exited.

IS Youth Eligibility

In order to receive services as an IS youth, an individual must meet the following eligibility criteria:

1. Attending school, including secondary and postsecondary school.
2. Age 14-21 years old (A youth with disabilities who is in an individualized education program at the age of 22 may be enrolled as an IS youth [TEGL 21-16 and EC 56026]).
3. Low-income individual.
4. Meets one or more of the following barriers:
 - a. Basic skills deficient.
 - b. An English language learner.
 - c. An offender.
 - d. A homeless individual or runaway.
 - e. An individual in foster care or who has aged out of the foster care system or who has reached 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under Section 477 of the Social Security Act, or in an out-of-home placement.
 - f. Pregnant or parenting (custodial and non-custodial parent including noncustodial fathers).
 - g. An individual with a disability.
 - h. An individual who requires additional assistance to complete an educational program or secure and hold employment.

A youth participant's eligibility is determined at intake; and the youth remains eligible for youth services until exited. For example, an individual who is an IS youth between the ages of 14-21 at the time of enrollment, and during the process of service delivery turns 21, the youth participant is still considered an IS youth until exited.

Low-Income

Under WIOA, a youth who receives or is eligible to receive a free or reduced lunch under the Richard B. Russell National School Lunch Act, is low-income. While the free/reduced lunch low-income category primarily applies to IS Youth, OS youth may also qualify as low income if the youth is a parent living in the same household as a child who receives or is eligible to receive free or reduced-price lunch based on their income level. However, not all youth who receive a free or reduced-priced lunch automatically qualify as low income for the WIOA youth program eligibility. In areas where a school district subsidizes all student meals under the Hunger-Free Kids Act of 2010, the SELACO WDB must base low-income status on an individual student's eligibility to receive free or reduced-price lunch or on the youth's ability to meet one of the other low-income categories under WIOA.

A youth living in a high-poverty area is automatically considered to be a low-income individual. A high-poverty area is a Census tract or county that has a poverty rate of at least 25 percent as set every 5 years using American Community Survey (ACS) 5-Year data. The SELACO WDB shall access ACS 5-Year data on the U.S. Census Fact Finder website to determine the poverty rate.

Calculating Income

For income calculation purposes, if an individual is not living in a single residence with other family members that individual is not considered a member of a family. When determining a youth's eligibility based on a family's low-income status, The SELACO WDB must do the following:

- Include Unemployment Insurance as income.

- Include child support payments as income.
- Include earnings by each family member.
- For IS youth with a disability, consider only the youth's own income rather than their family's income.

Low-Income Exception

The WIOA maintains a five percent low-income eligibility exception where five percent of Local Area youth participants who ordinarily would need to be low-income do not need to meet the low-income provision. However, because not all OS youth are required to be low-income, the five percent low-income exception under WIOA is calculated based on the five percent of youth enrolled in a given program year who would ordinarily be required to meet the low-income criteria. The five percent low-income exception may include OS youth under eligibility categories 3c and 3i, IS youth, or a combination of both, not to exceed five percent of all WIOA youth participants served in a given program year.

Requires Additional Assistance

Under WIOA, no more than five percent of IS youth enrolled in a given program year may be found eligible based solely on meeting the criterion, "requires additional assistance" to complete an educational program or to secure and hold employment, must also apply.

In-School

Youth who are attending school, per State definition, can be eligible for program participation if they require additional assistance to complete an educational program, or to secure or hold employment.

Out-of-School

Youth who are not attending school, per State definition, and are low-income based on WIOA criteria, can be eligible for program participation if they require additional assistance to complete an educational program, or to secure or hold employment.

SELACO WDB local policy identifies the following factors, along with documentation, as indicators of such need:

- Have repeated at least one secondary grade level or are one year over age for grade.
- Have a core grade point average of less than 1.5.
- For each year of secondary education, are at least two semester credits behind the rate required to graduate from high school.
- Have missed 20 or more days of school in the most recent academic year.
- Has left educational program because of transportation or financial situation.
- Has had two or more interviews without being hired in the past 60 days.
- Are emancipated youth.
- Have aged out of foster care.
- Are previous dropouts or have been suspended five or more times or have been expelled.
- Have received court/agency referrals mandating school attendance.
- Are deemed at risk of dropping out of school by a school official.

- Have been referred to or are being treated by an agency for a substance abuse related problem.
- Have experienced recent traumatic events, are victims of abuse, or reside in an abusive environment, as documented by a school official or other qualified professional.
- Have serious emotional, medical, or psychological problems as documented by a qualified professional.
- Have never held a job (applies to OS youth).
- Have been fired from a job within the 12 months prior to application (applies to OS youth).
- Have never held a full-time job for more than 13 consecutive weeks (applies to OS youth).
- Are a member of a youth gang.
- Are a resident of a high crime area or high poverty area.
- Are a member of a household receiving public assistance.
- Homeless or runaway youth
- Offenders/ex-offenders
- Limited English language proficiency
- Learning disability

OS Youth Expenditure Requirement

The SELACO WDB must spend at least 75 percent of their WIOA youth formula allocation on youth workforce investment activities for OS youth (WIOA Section 129[a][4]). The OS youth expenditure rate applies to both youth formula and discretionary funds spent on direct services to youth. The OS youth expenditure is calculated after subtracting funds spent on administrative costs.

Recruiting OS Youth

Youth outreach and recruitment are among the limited instances in which WIOA youth funds may be expended on costs related to individuals who are not yet participants. However, youth program services may not be provided until a formal eligibility determination has been made.

Work Experience

The WIOA places a priority on providing youth with occupational learning opportunities through work experience.

Work Experience Criteria

Paid and unpaid work experiences must include academic and occupational education (provided either concurrently or sequentially) and may include the following:

- Summer employment opportunities and other employment opportunities available throughout the school year. The SELACO WDB may, but do not have to, provide summer employment opportunities. The SELACO WDB has the flexibility to decide which work experiences is provided as long as the SELACO WDB spends at least 20 percent of their WIOA youth formula allocation on work experience (Title 20 CFR Section 681.620).

- Pre-apprenticeship programs. Pre-apprenticeship is a program designed to prepare individuals to enter and succeed in an apprenticeship program. Pre-apprenticeship programs include the following elements:
 - Training and curriculum that aligns with the skill needs of employers in the economy of the state or region involved.
 - Access to educational and career counseling and other supportive services, directly or indirectly.
 - Hands-on, meaningful learning activities that are connected to education and training activities.
 - Opportunities to attain at least one industry-recognized credential.
 - A partnership with one or more registered apprenticeship programs that assists in placing individuals who complete the pre-apprenticeship program in a registered apprenticeship program (Title 20 CFR Section 681.480).

- Internships and job shadowing. Job shadowing is a temporary, unpaid exposure to the workplace in an occupational area of interest to the participant and may last anywhere from a few hours to a week or more (TEGL 21-16).

- On-the-job training (OJT) opportunities. OJT is a “hire-first” training program in which the employer agrees to hire, train, and retain the participant. OJT means training by an employer that is provided to a paid participant while engaged in in a job that meets the following criteria:
 - Provides knowledge or skills essential to the full and adequate performance of the job.
 - Is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant or up to 90 percent in circumstances of extraordinary costs of providing the training and additional supervision related to the training.
 - Reimbursement rates requested at a higher rate than 50 percent must be reviewed and approved by the director of Career Services prior to proceeding with an OJT agreement.
 - Is full time employment (32 hours or more) for a maximum of four months.
 - Is limited in duration to the occupation for which the participant is being trained, taking into account the skill gap, content of the training, the prior work experience of the participant, and the service strategy of the participant as appropriate.

The academic and occupational education component refers to contextual learning that accompanies a work experience. It includes the information necessary to understand and work in specific industries or occupations. For example, if a youth is in a work experience in a hospital, the occupational education could be learning about the duties of different types of hospital occupations such as a phlebotomist, radiology tech, or physical therapist. Whereas, the academic education could be learning some of the information individuals in those occupations need to know such as why blood type matters, the name of a specific bone in the body, or the function of a specific ligament.

Local programs have the flexibility to determine the appropriate type of academic and occupational education necessary for a specific work experience. Further, The SELACO WDB may decide who provides the academic and occupational education component. The academic component may take place inside or outside the work site, and the work experience employer may provide the academic and occupational

education component, or such components may be provided separately in the classroom or through other means (TEGL 21-16).

Youth formula funds may be used to pay a participant's wages and related benefits for work experience in the public, private, for-profit or non-profit sectors when the participant's objective assessment and individual service strategy indicate that a work experience is appropriate.

Additionally, youth formula funds may be used to pay wages and staffing costs for the development and management of work experience. Allowable expenditures beyond wages may include the following:

- Staff time spent identifying potential work experience opportunities.
- Staff time working with employers to develop the work experience.
- Staff time spent working with employers to ensure a successful work experience.
- Staff time spent evaluating the work experience.
- Classroom training or the required academic education component directly related to the work experience.
- Orientation sessions for participants and employers.
- Incentive payment to youth for an achievement directly tied to the work experience.
- Employability skills/job readiness training to prepare youth for a work experience.

Work Experience Expenditure Requirement

The SELACO WDB must spend at least 20 percent of their WIOA youth formula allocation on work experience (WIOA Section 129[c][4]). Leveraged resources cannot be used to fulfill any part of the 20 percent minimum work experience expenditure requirement (TEGL 21-16). The work experience expenditure rate is calculated after subtracting funds spent on administrative costs. Additionally, the expenditure rate is not applied separately for IS youth and OS youth.

Permissible Use of Youth Funds

Individual Training Accounts

The SELACO WDB may use youth funds for Individual Training Accounts (ITA) for OS youth between the ages of 16 to 24. When using youth funds for ITAs, only training providers on the Eligible Training Provider List can be used.

Braiding Funds

Braiding funds is the process of using different funding streams to support different needs for the same participant while maintaining documentation to support the charging and allocations of cost to the separate funds. The SELACO WDB may use braided funds to provide more comprehensive services to participants and maximize partner resources available to assist youth. Braiding funds must meet the following criteria:

- The cost to each funding stream is tracked, documented, and allocated based on the proportional benefit.

- The cost benefits two or more programs in proportions that can be determined without undue effort or cost.
- The youth meet the eligibility requirements for each program from which they are receiving funds.

Incentives

The SELACO WDB may provide incentive payments to youth participants for recognition and achievement directly tied to training activities and work experiences. When offering incentive payments, The SELACO WDB must do the following:

- Tie the incentive to the goals of the specific program.
- Outline in writing the incentive before the commencement of the program providing the payment.
- Align the incentive with the SELACO WDB's **Youth Services Incentives Policy**.

Program Elements

The WIOA Section 129(c)(2) includes 14 program elements. The SELACO WDB is not required to provide all 14 required elements to each participant. The SELACO WDB has the flexibility to determine which specific services a youth will receive based upon the youth's assessment and service strategy. The SELACO WDB, however, shall ensure that all 14 program elements are available in the SELACO WDB Local Area.

Program Element 1: Tutoring, Study Skills Training, Instruction, and Dropout Prevention Services

Tutoring, study skills training and instruction that lead to a high school diploma or its equivalent, including a recognized certificate of attendance or similar document for individuals with disabilities, are reported under program element 1. These services focus on providing academic support, helping a youth identify areas of academic concern, assisting with overcoming learning obstacles, and providing tools and resources to develop learning strategies. Local Areas may provide tutoring, study skills training, and instruction in a one-on one or group setting, through resources and workshops.

Program element 1 also includes secondary school dropout prevention strategies that keep a youth in school and engaged in formal learning or training. These activities include, but are not limited to, tutoring, literacy development, active learning experiences, after-school opportunities, and individualized instruction (TEGL 21-16).

Program Element 2: Alternative Secondary School Services or Dropout Recovery Services

Alternative secondary school services that assist youth who have struggled in traditional secondary school education, are reported under program element 2. These services include, but are not limited to, basic education skills training, individualized academic instruction, and English as a Second Language training.

Program element 2 also includes dropout recovery services aimed at getting youth who have dropped out of secondary education back into a secondary school or alternative secondary school/high school equivalency program (TEGL 21-16). Examples of these services include credit recovery, counseling, and educational plan development. While there is some overlap with dropout prevention strategies (program

element 1), the activities within both program elements are provided with the goal of helping youth re-engage and persist in education that leads to the completion of a recognized high school equivalent.

Program Element 3: Paid and Unpaid Work Experience

Paid and Unpaid Work experience is a planned, structured learning experience that takes place in a workplace and provides youth with opportunities for career exploration and skill development. A work experience may take place in the private for-profit section, the non-profit sector, or the public sector.

WIOA identifies four types of work experience for youth: summer employment and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training.

Program Element 4: Occupational Skills Training

Occupational skills training is an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupation fields at entry, intermediate, or advanced levels. The SELACO WDB must give priority consideration to training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the Local Area.

Occupational skills training must meet the following criteria:

- Be outcome-oriented and focused on an occupational goal specified in the individual service strategy.
- Be of sufficient duration to impart the skills needed to meet the occupational goal.
- Lead to the attainment of a recognized postsecondary credential.
- Meet the quality standards in WIOA Section 123.

Program Element 5: Education Offered Concurrently with Workforce Preparation and Training for a Specific Occupation

This program element reflects an integrated education and training model. Additionally, it describes that workforce preparation activities, basic academic skills, and hands-on occupational skills training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway. While programs developing basic academic skills, which are included as part of alternative secondary school services and dropout recovery services, workforce preparation activities that occur as part of a work experience, and occupational skills training can all occur separately and at different times (and are counted under separate program elements), this program element refers to the concurrent delivery of these services which make up an integrated education and training model (TEGL 21-16).

Program Element 6: Leadership Development Opportunities

This program element encourages responsibility, confidence, employability, self-determination, and other positive social behaviors. Positive social behaviors include the following:

- Exposure to postsecondary educational possibilities.
- Community and service learning projects.
- Peer-centered activities, including peer mentoring and tutoring.
- Organizational and team work training
- Training in decision-making such as determining priorities and problem solving.
- Citizenship training, including life skills training such as parenting and work behavior training.
- Civic engagement activities which promote quality of life in a community
- Other leadership activities that place youth in a leadership role.

Program Element 7: Supportive Services

Supportive services are services that enable an individual to participate in WIOA activities. Supportive services include, but are not limited to, the following:

- Linkages to community services.
- Assistance with transportation.
- Assistance with childcare and dependent care.
- Assistance with housing.
- Needs-related payments.
- Assistance with educational testing.
- Reasonable accommodations for youth with disabilities.
- Legal aid services.
- Referrals to health care.
- Assistance with work attire and work-related tools including eyeglasses and protective eye gear.
- Assistance with books, fees, school supplies, and other necessary items for student enrolled in postsecondary education classes.
- Payments and fees for employment and training-related application, tests, and certifications.

Program Element 8: Adult Mentoring

Adult mentoring must last at least 12 months and may take place both during the program and following the youth's exit from the program. The SELACO WDB may use group mentoring and electronic mentoring, but at a minimum, the youth program must match the youth with an individual mentor with whom the youth interacts on a face-to-face basis. Case managers may serve as adult mentors in areas where adult mentors are sparse, however, state directive strongly encourages to find adult mentors who are not case managers (TEGL 21-16).

Program Element 9: Follow-up Services

Follow-up services for youth may include supportive services, adult mentoring, financial literacy education, services that provide labor market and employment information about in-demand industry sectors, and activities that help youth prepare for and transition to postsecondary education and training. When The SELACO WDB provide these program elements as follow-up services, they must occur after the exit date in order to count as follow-up services. Additionally, The SELACO WDB should document in the case file that the program elements were provided as follow-up services post exit (TEGL 21-16).

Program Element 10: Comprehensive Guidance and Counseling

This program element provides individualized counseling to participants and may include drug and alcohol abuse counseling, mental health counseling, and referral to partner programs. The SELACO WDB and youth service providers may directly provide counseling. When a Local Area or youth service provider refers a youth for counseling services that they are unable to provide, the Local Area or service provider must coordinate with the referred counseling organization to ensure continuity of service (TEGL 21-16).

Program Element 11: Financial Literacy Education

Financial literacy education includes information and activities such as creating budgets, setting up checking and saving accounts, managing spending, understanding credit reports, and protecting against identity theft. The SELACO WDB may find the Financial Literacy Education Commission's guide, "Incorporating Financial Capability with Youth Employment Programs", a useful resource on how to partner with financial institutions (TEGL 21-16).

Program Element 12: Entrepreneurial Skills Training

This program element helps youth develop the skills associated with starting and operating a small business. Such skills may include the ability to take initiative, creatively seek out and identify business opportunities, develop budgets and forecast resource needs, understand various options for acquiring capital and the trade-offs associated with each option, and communicate effectively and market oneself and one's ideas. Approaches to teaching youth entrepreneurial skills may include the following:

- Entrepreneurship education that provides an introduction to the values and basics of starting and running a business, such as developing a business plan and simulations of business start-up and operation.
- Enterprise development which provides supports and services that incubate and help youth develop their own businesses, such as helping youth access small loans or grants and providing more individualized attention to the development of viable business ideas.
- Experiential programs that provide youth with experience in the day-to-day operation of a business. (Title 20 CFR Section 681.560)

Program Element 13: Services that Provide Labor Market and Employment Information

These services provide labor market and employment information about in-demand industry sectors or occupations available in the SELACO WDB Local Area. Services may include career awareness, career counseling, and career exploration. Career counseling provides advice and support in making decisions about what career path to take and may include providing information about resume preparation, interview skills, potential opportunities for job shadowing, and the long-term benefits of postsecondary education and training. In addition to connecting youth to self-service labor market information (LMI) tools, SELACO WDB shall share and discuss state and local LMI with youth participants (TEGL 21-16).

Program Element 14: Postsecondary Preparation and Transition Activities

This program element prepares IS youth and OS youth for postsecondary education after attaining a high school diploma or its recognized equivalent. Activities include exploring postsecondary education options such as registered apprenticeships, technical training schools, community colleges and four-year colleges and universities. Additional services may include, but are not limited to, the following:

- Preparing youth for the SAT/ACT
- Assisting with college admission applications
- Searching and applying for scholarships and grants
- Filling out financial aid applications
- Connecting youth to postsecondary programs (Title 20 CFR Section 681.460)

Assessment Requirements

The WIOA youth program design requires an objective assessment of academic levels, skill levels, and services needs of each participant, which includes a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs. Assessments must also consider a youth's strengths rather than just focusing on areas that need improvement. The SELACO WDB must use assessments that are valid and appropriate for the target population and must provide reasonable accommodation in the assessment process. For basic skills assessment, The SELACO WDB are not required to use assessments approved by the Department of Education's National Reporting System (NRS), nor are The SELACO WDB required to determine an individual's grade equivalent or educational functioning level, although use of both tools is permitted. The SELACO WDB may also use previous basic skills assessment results if such previous assessments have been conducted within the past six months.

In contrast to the initial assessment requirements described above, If the SELACO WDB measures Educational Functioning Level (EFL) gains after program enrollment under the measurable skills gain indicator, the SELACO WDB must use an NRS-approved assessment for both the EFL pre and post-test to determine a youth's educational functioning level.

The SELACO WDB may provide career assessments through the WIOA youth program staff and/or through referrals to national and community-based partners and resources. (TEGL 21-16)

ACTION

Bring this policy to the attention of all affected staff.

INQUIRIES


Inquiries regarding this policy can be addressed to the SELACO WDB Department of Policy and Compliance.



MEMORANDUM

DATE: April 23, 2024

TO: SELACO WDB Executive Committee

FROM: Yolanda L Castro, Executive Director 

RE: Proposed Electronic Signature

Due to a lack of a quorum at the Southeast Los Angeles County Workforce Development Board (SELACO WDB) of Directors' meeting held on March 28, 2024, this item comes to the Executive Committee for review and approval with anticipated ratification at the planned May 23, 2024, SELACO WDB Board of Directors' meeting.

Enhancing our commitment to innovation, modernization, and customer satisfaction, the Southeast Los Angeles County Workforce Development Board (SELACO WDB) is requesting the approval to adopt and implement an Electronic Signature Policy.

Implementing an electronic signature policy offers several benefits to our delivery of customer services. Benefits include:

Efficiency and Productivity: Electronic signatures streamline document workflows by reducing the time and effort required to sign, send, and manage paper-based documents. This efficiency translates into increased productivity for employees, as they can complete transactions and approvals more quickly.

Convenience and Accessibility: Electronic signatures enable remote collaboration and digital transactions, allowing signatories to sign documents from anywhere at any time using internet-connected devices.

Scalability and Flexibility: Electronic signature solutions can quickly be scaled to accommodate growing volumes of transactions, expedite changes to accommodate business needs, while still meeting organizational requirements for effective implementation.

For your review, attached is the proposed SELACO WDB's Electronic Signature Policy.

The Policy addresses:

- Purpose
- Scope
- References
- Definitions
- Policy

Upon review and approval from the Board, the policy would be effective immediately.

Action Required:

Approve and adopt the SELACO WDB's Electronic Signature.

ELECTRONIC SIGNATURE POLICY

Board Approval: Scheduled for Board approval on 03/28/2024

This policy is effective on the date of SELACO WDB Board Approval.

PURPOSE

The purpose of this policy is to establish guidelines and procedures for the use of electronic signatures within the Southeast Los Angeles County Workforce Development Board (SELACO WDB), ensuring the legality, security, and integrity of electronic transactions while complying with relevant laws and regulations.

SCOPE

This policy applies to all SELACO Staff and its Contractors/Sub-recipients administering, managing, and implementing Workforce Innovation Opportunity Act (WIOA) funded programs.

REFERENCES

- Electronic Signatures in Global and National Commerce (ESIGN) Act
- Uniform Electronic Transactions Act (UETA)
- Adobe Sign Validation
- 21 CFR part 11 signature requirements

DEFINITIONS

Electronic Signature: An electronic signature, as defined by this policy, refers to any electronic process or symbol attached to or logically associated with a record, executed, or adopted by a person with the intent and authority to sign the record.

Electronic record: any combination of text, graphics, data, audio, pictorial, or other information representation in digital form that is created, modified, maintained, archived, retrieved, or distributed by a computer system.

Handwritten signature: the scripted name or legal mark of an individual handwritten by that individual and executed or adopted with the present intention to authenticate a writing in a permanent form. The act of signing with a writing or marking instrument such as a pen.

POLICY

Where electronic signatures and their associated electronic records meet the requirements set forth by this policy, the SELACO WDB will consider the electronic signatures to be equivalent to full handwritten signatures, initials, and other general signings as required by each execution, unless specifically excepted by a funding stream. Electronic records that meet the requirements as set forth by this policy may be used in lieu of paper records, unless paper records are specifically required.

Computer systems (including hardware and software) that maintain electronically signed documentation shall be secured and readily available for and subject to monitoring.

For records required to be maintained but not executed by the SELACO WDB, agencies may use electronic records in lieu of paper records or electronic signatures in lieu of traditional signatures, in whole or in part, provided that the requirements of the SELACO WDB Electronic Signature Policy are met.

For records executed by the SELACO WDB, staff may use electronic records in lieu of paper records or electronic signatures in lieu of traditional signatures, in whole or in part, provided that the requirements of the SELACO WDB Electronic Signature Policy are met and all required documents are properly collected.

Authorized Use: Electronic signatures may be used for the following purposes within the SELACO WDB:

- Signing contracts, agreements, and other legally binding documents.
- Approving purchase orders, invoices, and other financial transactions.
- Authorizing access to sensitive information or systems within the SELACO WDB PII Policy constraints.
- Participant attestation and acknowledgement forms.
- Payroll transactions, including timesheets.
- Memorandum of Understanding(s), and related documentation
- Cooperative Agreements

Security Measures: To ensure the integrity and authenticity of electronic signatures, the following security measures shall be implemented:

- Encryption of electronic documents and signatures in transit and at rest.
- Access controls to restrict unauthorized access to electronic signature software or platforms.

Verification Process: Before accepting an electronic signature as valid, the SELACO WDB shall implement a verification process to confirm the identity of the signatory and secure consent to do business electronically. All electronic signatures shall require the use of digital certificates issued by the electronic signature software platform to authenticate signatories and ensure the integrity of electronic signatures. Digital certificates provide a cryptographic mechanism for verifying the identity of the signer and detecting any unauthorized modifications to the signed document.

Recordkeeping: All electronic documents and associated electronic signatures shall be retained and stored in accordance with SELACO WDB's Records Retention policy. This includes maintaining audit trails and timestamps to track the history of electronic signatures and document modifications.

Compliance: This policy shall comply with all applicable laws, regulations, and industry standards governing electronic signatures, including but not limited to the Electronic Signatures in Global and National Commerce (ESIGN) Act and the Uniform Electronic Transactions Act (UETA). This electronic signature policy is subject to periodic review and may be updated or revised as needed to reflect changes in technology, laws, or business practices prescribed by the Employment Development Department Workforce Services division or that of any other SELACO WDB funding stream, as applicable.

Training and Awareness: All employees who are authorized to use electronic signatures shall receive training on the proper procedures for electronic signature use, as well as security best practices. Authorization to use electronic signatures is at the discretion of the Executive Director or its designee.

Implementation Guidelines: SELACO WDB shall provide guidelines and resources for implementing electronic signatures effectively, including the SELACO WDB's selection of appropriate and approved electronic signature software or platforms and the integration of electronic signature functionality into existing business processes.

ACTION

Bring this policy to the attention of all applicable staff, contractors, providers and subrecipients.

INQUIRIES


Inquiries regarding this policy can be addressed to the SELACO WDB Department of Policy and Compliance.



MEMORANDUM

DATE: April 23, 2024

TO: SELACO WDB Executive Committee

FROM: Yolanda L Castro, Executive Director 

RE: Contract Extension Proposal Between SELACO WDB and Quality Children Services (QCS)

Due to a lack of a quorum at the Southeast Los Angeles County Workforce Development Board (SELACO WDB) of Directors' meeting held on March 28, 2024, this item comes to the Executive Committee for review and approval with anticipated ratification at the planned May 23, 2024, SELACO WDB Board of Directors' meeting.

The Southeast Los Angeles County Workforce Development Board (SELACO WDB) is requesting an extension of the current contract between SELACO WDB and Quality Children Services (QCS) for the delivery of childcare services under funding from the California Department of Education (DOE). The current contract is set to expire on June 30, 2024, and we believe that extending this agreement is in the best interest of the SELACO WDB based on the outstanding performance and quality of services provided by QCS over the last 23 years.

Since 2001, SELACO WDB has received funding from the California DOE to support child development programs throughout the SELACO WDB region. The grant application was submitted in partnership with QCS. SELACO WDB was identified as the grant administrator and QCS as the program provider. Since the receipt of funding the partnership between SELACO WDB and QCS has resulted in successfully meeting the service delivery requirements and continuous funding from DOE. The project has operated effectively with centers in Artesia, Bellflower, Norwalk, Lakewood, and Maywood.

We propose a five (5) year extension of the current contract term, from July 1, 2024, through June 30, 2029. This extension will maintain QCS's responsibility for managing SELACO WDB's childcare centers and providing childcare services as outlined in the existing agreement, subject to the requirements of the State contract.

Attached for your review and approval is the proposed contract extension with QCS. We appreciate your consideration of this extension proposal and believe that it aligns with the best interests of SELACO WDB and the communities we serve.

Action Required:

Approve and authorize the Executive Director to execute a term extension of the contract between the SELACO WDB and QCS for the provision of childcare services and management of the SELACO WDB childcare centers in the Cities of Artesia, Bellflower, Norwalk, Lakewood, and Maywood.

PRE-SCHOOL CHILD CARE CENTER

OPERATING AGREEMENT

Workforce Development Corporation of Southeast Los Angeles County, Inc.
and
Quality Children's Services

This Pre-School Child Care Center Operating Agreement ("Agreement") is entered into effect as of July 01, 2024, by and between Workforce Development Corporation of Southeast Los Angeles County, Inc. ("SELACO WDB") and Quality Children's Services, a California nonprofit corporation ("QCS"), with reference to the following facts:

- A. SELACO WDB is a recipient of a grant from the State of California's Department of Education ("Department") supporting the creation and operation of child care centers located in 10900 183rd Street, Suite 350, Cerritos, CA 90703, as specified in the Department's Local Agreement for Child Development Services, Contract No. CSPP-8270, Project No. 19-J962-00-8 ("State Contract") attached hereto as Exhibit "A" and incorporated herein by this reference.
- B. QCS is an experienced provider of child care services funded by the Department and has in place the experienced administrative employees and structure required to hire, train and supervise the child care staff, manage the facilities and deliver the child care services described in this Agreement.
- C. SELACO WDB wishes to delegate QCS, and QCS wishes to accept, responsibility for managing the child care centers ("Centers") and delivering the child care services ("Services") described in this Agreement, subject to the requirements of the State Contract.

NOW, THEREFORE, in reliance on the assertions made above, the parties agree as follows:

1. Term of Agreement; Termination; Suspension

- 1.1 This Agreement shall be effective for the period of time ("Term") which begins on the date first written above and ends on June 30, 2029; provided that this Agreement may be earlier terminated by either party at any time only upon default by the other party in the performance of its obligations hereunder and after giving at least thirty (30) days advance notice to the party claimed to be in default, specifying the nature of the default and the effective date of termination; and further provided that, if the party receiving such notice immediately commences to cure the default,

immediately notifies the other party of its intent to do so, and completes the cure within the 30-day notice period, then this Agreement shall not be terminated.

- 1.2 The Term may be extended only by means of a written instrument executed by both parties, for such successive periods as the parties may agree. It is the parties' mutual intention to conclude each such extension at least ninety (90) days prior to the then-scheduled end of the Term, to permit SELACO WDB to ensure the continuation of services under the State Contract through other means without interruption should this Agreement and QCS' services terminate, and to permit QCS to anticipate future staffing and services requirements.
- 1.3 Notwithstanding any other provision herein, should SELACO WDB's funding under the State Contract be terminated or substantially reduced during the Term, SELACO WDB may terminate this Agreement or reduce accordingly its financial obligations to QCS hereunder upon giving such advance notice to QCS as is reasonable under the circumstances.
- 1.4 Should SELACO WDB reasonably believe that there exists a substantial risk to its funding or the delivery of services under the State Contract, or the recipients of Services hereunder, or to the facilities in which those Services are delivered, any of which is caused in whole or in part by QCS, SELACO WDB reasonably requires to evaluate the facts and circumstances and assure itself that the risk is resolved or confirm that the risk exists; and if the latter is the case, SELACO WDB may thereupon terminate this Agreement without regard to the notice and cure provisions of Section 1.1 above.
- 1.5 Upon termination of this Agreement, QCS shall be entitled to payment of all of its authorized expenses incurred through the effective date of termination; provided that SELACO WDB may withhold those amounts as to which there exists a reasonable question regarding permissibility under this Agreement or the State Contract, or such amounts as SELACO WDB reasonably believes necessary to compensate it for breach of this Agreement by QCS. Payment by SELACO WDB to QCS shall not relieve QCS of its liability for audit exceptions under Section 4.4 below, nor for its indemnities under Section 6 below, nor for performing any other of its duties contained herein. Each such liability and duty shall survive the termination hereof until fully discharged by QCS. Upon termination hereof, QCS shall immediately transfer to SELACO WDB any reports, data, studies, equipment, supplies or other items which were prepared or obtained in whole or in part using resources provided hereunder and which transfer SELACO WDB may request. This obligation shall require QCS to promptly execute all documents reasonably requested by SELACO WDB to perfect the transfer. This transfer requirement shall not mitigate the duty of QCS to maintain its Records as required under Section 4.5 below.

2. QCS Services

- 2.1 QCS shall provide all of the Services defined in the State Contract, including without limitation implementing curriculum and philosophy for preschool age children; providing academic support activities, creative art activities and recreation activities; and providing daily interaction by the Centers' staff with parents and child enrollees.
- 2.2 QCS shall provide adequate child days of certified enrollment supported by at least ninety-five percent (95%) attendance, to earn as much as reasonably possible of the Maximum Reimbursable Amounts (less indirect charges) under the State Contract.
- 2.3 QCS shall ensure the continuing eligibility and participation of the Centers in the Child Care Food Program to the maximum extent reasonable to meet the needs of each child served.
- 2.4 QCS shall recruit and hire qualified employees to deliver the Services in numbers sufficient to maintain the required staff-to-child ratios under the State Contract. In hiring its staff, QCS shall give preference to residents of the SELACO WDB local area (Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, Lakewood, and Norwalk) , and shall give positive and due consideration to the recommendations of SELACO WDB; provided that in every instance, the final hiring decision shall be made solely by QCS, which shall also thereby assume all related responsibility as the statutory employer.
- 2.5 QCS shall develop and provide all necessary training for its employees and any volunteers who participate in delivering the Services. The content of such training may be reviewed from time to time by SELACO WDB to ensure responsiveness to SELACO WDB and community requirements.
- 2.6 QCS shall ensure that the Centers at all times comply with all relevant facility licensing requirements under the State Contract and as may be applied by any other relevant statute, ordinance or regulation. Should QCS require alteration to the Centers in order to comply with this requirement, it shall give sufficient advance notice to SELACO WDB specifying the alteration required and the applicable legal requirement, to permit SELACO WDB to obtain all necessary approvals and make or authorize QCS to make the alteration in a timely manner. QCS shall not be permitted to alter a Center without receiving SELACO WDB's advance written approval, unless an alteration would have no impact on SELACO WDB or landlord's rights and duties under the respective lease agreement for the Centers, or unless the alteration is permitted under the terms of the respective facility sublease between SELACO WDB and QCS.

- 2.7 QCS shall consider SELACO WDB referred individuals as volunteers or trainees to assist QCS staff in providing the Services, based on a referral and evaluation process to be developed jointly by SELACO WDB and QCS. Such individuals shall be supervised and assisted by QCS to develop the skills necessary to be considered as potential employees by QCS and other childcare providers.

3. QCS Administration

- 3.1 QCS shall administer the Services and manage the Centers in accordance with the State Contract, all related rules and regulations of the Department, and the policies of SELACO WDB, as any of them may be amended from time to time.
- 3.2 QCS shall manage its financial affairs to strictly comply with the Center's Budget included as part of the Center Exhibit (see Section 4.2 below). Any expenditure exceeding any Center Budget line item by more than Twenty-Five Percent (25%) shall require advance written approval by SELACO WDB, as a condition to SELACO WDB's obligation to reimburse to QCS for the amount by which the expenditures exceed the line item.
- 3.3 QCS shall comply with all Federal, State and local statutes, ordinances, regulations and policies which are applicable to its delivery of the Services and its management of the Centers. QCS expressly acknowledges SELACO WDB's reliance on QCS' representations of its expertise and comprehensive knowledge of all such applicable legal requirements, as inducement for SELACO WDB to enter into this Agreement.
- 3.4 SELACO WDB has a yearly option to request QCS to provide and maintain in effect during the entire Term a fidelity bond in a set amount, which insures QCS for each of its employees or representatives who is authorized to sign checks or otherwise administer funding under the State Contract or this Agreement. QCS shall name SELACO WDB as an additional insured party under such insurance and shall furnish to SELACO WDB a certificate of insurance verifying the coverage and providing that the insurance shall not be modified or cancelled without at least thirty (30) days advance notice directly from the insurer to SELACO WDB.

4. QCS Reports and Records

- 4.1 QCS shall maintain complete financial, administrative, personnel and programmatic records documenting all of its activities under the Agreement, as may be required under the State Contract or otherwise by the Department or SELACO WDB ("Record"). All of the Records shall be available to SELACO WDB or to any Department-authorized representative as either determines necessary in its sole discretion, for inspection or copying, immediately upon request made to QCS. QCS

shall at its cost maintain the Records in secure storage for at least five (5) years after termination of the Agreement.

- 4.2 The overall budget for delivery of the Services hereunder ("Consolidated Budget") is attached hereto as Exhibit "B" and incorporated herein by this reference. QCS shall account for and report its revenues and expenses to SELACO WDB in accordance with the Consolidated Budget and in strict compliance with the California School Accounting Manual or such other policies or rules of the Department as may be in effect from time to time.
- 4.3 QCS shall submit to SELACO WDB each report, which is required by the Department or by SELACO WDB, in a timely manner as may be reasonable for SELACO WDB to report activities under the State Contract to the Department. Without limiting the generality of the foregoing requirement, QCS shall close its accounting and attendance records for the Centers on the last day of each month and shall provide to SELACO WDB a report of enrollment, attendance and expenditures for the Centers during that month no later than the twelfth (12th) day of the following month, or if that day falls on a weekend or holiday, then on the next business day.
- 4.4 QCS and all of its Records shall be subject to all audit and review requirements and procedures, which are applicable to SELACO WDB under the State Contract. Without limiting the generality of the foregoing requirement, QCS shall cooperate fully with an annual audit of its financial Records procured by SELACO WDB, which audit shall comply with applicable guidelines of the Department and the State and with any additional SELACO WDB requirements communicated to QCS in advance of the audit. Should the audit or any financial review of QCS by the Department or SELACO WDB determine the existence of an audit exception requiring repayment of any amounts to the Department or SELACO WDB, QCS shall be solely liable for such repayment and for all related costs incurred in enforcing this requirement.
- 4.5 Subject to limitations contained in the State Contract and the Consolidated Budget, QCS may at its sole discretion purchase or lease all necessary equipment and supplies the cost of which are reimbursable under the State Contract provided that no lease term shall exceed the Term and further provided that any equipment having a unit cost exceeding Seven Thousand Five Hundred Dollars (\$7,500), or having a useful life exceeding two (2) years, shall not be purchased or leased except after QCS receives written approval from SELACO WDB, following SELACO WDB's receipt of approval from the Department. QCS shall furnish all reasonable casualty insurance coverage for all such equipment at full replacement value, shall devote all proceeds from such insurance to replacing the damaged equipment, with any excess proceeds paid to SELACO WDB, and shall be solely responsible for any

uninsured loss without recourse to SELACO WDB or the Department. Title to all equipment and supplies purchased hereunder shall be held as required under the State Contract and Department rules and regulations.

5. SELACO WDB Responsibilities

5.1 SELACO WDB shall provide the facilities required to house the Centers via leases or such other agreement which property owner SELACO WDB determines appropriate in its sole discretion. SELACO WDB shall solicit QCS advice and review of facility floor plans and location before entering agreements for the Centers as to which QCS is responsible to obtain Department licenses and within which QCS will deliver Services. Such Centers will be subleased by SELACO WDB to QCS subject to the SELACO WDB lease or other agreement applicable thereto, under terms and conditions to be negotiated between SELACO WDB and QCS, which permits QCS to obtain the necessary Center licenses.

5.2 SELACO WDB shall monitor, evaluate and provide such technical assistance to QCS as may be necessary for QCS to furnish the Services. At a minimum, within five (5) days after SELACO WDB's receipt from the Department of pertinent guidance or changes in policies or requirements of the Department, SELACO WDB shall furnish to QCS a copy of the item received, whereupon the parties shall confer regarding its impact on this Agreement and on the delivery of Services hereunder.

5.3 SELACO WDB shall be responsible for publicizing the Centers and the availability of Services under the State Contract, including without limitation naming the Centers, designing and establishing locations for signage, designing and distributing marketing materials, and related activities. SELACO WDB shall coordinate its publicity and marketing with QCS as appropriate, including consulting with QCS on Center names and signage.

5.4 SELACO WDB shall compensate QCS in accordance with and subject to Department compensation paid to SELACO WDB under the State Contract and based upon units of enrollment and attendance properly reported by QCS as required herein, provided that payments from the Department to SELACO WDB shall be subject to deduction for SELACO WDB percentage (7.5%) and lease payments before the balance is paid by SELACO WDB to QCS. SELACO WDB will render payments to QCS for the operation of the State Preschool programs as follows:

Payment Plan:

Payment Due Dates:

- The first wire transfer:
 - Due within 5 days from date of receipt of funding from the Department

- The first payment is 60% of the month's amount.
- The second wire transfer:
 - Due on the fifteenth (15th) of every month. If the fifteenth falls on the weekend, the transfer will be on the Friday before.
 - The second payment is 40% of the month's amount, limited to total advances received from the Department after deducting SELACO WDB percentage (7.5%) and lease payments

Payments will be based on the Summary of Earnings Form.

- Since July and August payments cannot be based on earnings because the programs are not operating during those months,
 - Payment of \$100,000 for July and \$120,000 for August shall be paid upon SELACO WDB's receipt of payment by the Department
- The remaining months are based on the Summary of Earnings Form. Payments are structured by taking the total projected earnings for the year minus the \$220,000 (for July and August) divided by 10 months.
 - Monthly adjustments to the payment will be completed starting in January, based on actual enrollment.
 - Additional payments can be requested when large purchases are necessary.

Invoices must be in the format deemed acceptable by the SELACO WDB and shall be posted as first class mail, postage prepaid and properly addressed, via the United States Mail. An invoice may be transmitted via email, which is deemed to be given at the time of transmittal. Until changed by the SELACO WDB by written notice the following shall be the address for invoicing:

SELACO WDB: Meredith Alvarez, Fiscal Manager
Southeast Los Angeles County Workforce Development Board
10900 E. 183rd Street, Suite 350
Cerritos, CA 90703
(562) 402-9336
Meredith.alvarez@selaco.com

5.5 The Consolidated Budget shall be revised from time to time as appropriate, upon either (a) implementation by the Department of a cost of living adjustment to the Maximum Reimbursement Amount under the State Contract, which adjustment shall be applied proportionally across all expenditure categories of the Consolidated Budget unless otherwise agreed upon by the parties, or (b) receipt of supplemental

funding which shall be added to the Consolidated Budget and made subject to the provisions of this Agreement as may be required by the terms of such funding unless otherwise agreed upon by the parties.

- 5.6 Except as otherwise provided herein, including without limitation QCS's sole responsibility for its audit exceptions, SELACO WDB shall be solely responsible to the Department for performance of its obligations under the State Contract. This Agreement does not establish any privity of contract or duty on the part of QCS directly to the Department, nor vice versa.

6. QCS Indemnities

QCS hereby indemnifies, holds harmless and shall defend each of the State of California, SELACO WDB, and their respective officers, agent and employees, from and against all claims of loss from any party (including without limitation any contractor, supplier, or other entity or person supplying services to QCS or for its benefit, and any child, parent or other person who may directly or indirectly receive or be denied services from QCS or its officers, agents or employees) attributable to any negligent or intentional act or failure to act by QCS or its officers, agents or employees. As used herein, "loss" shall include all costs, damages or assessment arising in connection with any personal injury or property damage and all costs of defending against any related claims, including without limitation attorney's fees and discovery costs in connection with trial proceedings and through any appeals.

7. QCS Insurance

- 7.1 QCS shall provide and maintain in effect during the entire Term of the Agreement a comprehensive general liability insurance policy covering the Centers. The policy shall have a combined single limit of One Million Dollars (\$1,000,000), shall cover all of QCS' activities within the Centers, and shall name SELACO WDB, the State of California and landlord of the Centers as additional insured parties. QCS shall also provide and maintain in effect during the entire Term of the Agreement a policy of errors and omissions insurance. QCS shall furnish to SELACO WDB a certificate of insurance verifying the coverage and providing that each policy of insurance shall not be modified or cancelled without at least thirty (30) days advance notice directly from the insurer to SELACO WDB.
- 7.2 QCS shall provide worker's compensation insurance, unemployment insurance and disability insurance for all of its employees hereunder as may be required by law.
- 7.3 QCS shall provide certificates of insurance required hereunder to SELACO WDB within two (2) weeks after the execution of this Agreement. Each certificate shall include the name of the carrier, the policy number and the expiration date.

8. Nondiscrimination

QCS shall comply with all applicable Federal, State and local statutes, ordinations and regulations related to equal opportunity and nondiscrimination in all of its services and activities hereunder, including without limitation the "Nondiscrimination Clause (OCP-1)" of the State Contract incorporated herein. All QCS records and data related to its compliance herewith shall be Records subject to Section 4.1 above.

9. General Provisions

- 9.1 In its performance hereunder, QCS is acting solely as an independent contractor to SELACO WDB. Nothing in this Agreement establishes a relationship of agency or employment between SELACO WDB and QCS, nor does this Agreement establish any legal relationship whatsoever between QCS and any agency or department of the State of California, including without limitation the Department. At no time shall QCS or any of its officers, agents or employees represent itself or themselves as officers, agents, representatives or employees of SELACO WDB or of the State of California or any agency or department thereof.
- 9.2 This Agreement fully expresses the understandings and agreements of the parties hereto, and there is no other understanding or agreement between them related to this subject matter which is not fully included within this Agreement. This Agreement may be amended only by a written document signed by both parties hereto and may not be amended by any oral understanding or course of dealing or implied agreement. Any failure by either party to enforce any of the terms of this Agreement does not constitute a waiver thereof, nor shall it limit any successive attempt to enforce such term(s). The rights and remedies contained herein are cumulative; enforcement of any term of this Agreement in any manner shall not limit enforcement of that term in any other manner, nor the enforcement of any other term in any manner whatsoever, subject only to applicable laws.
- 9.3 Any notice permitted or required herein shall be given in writing to the other party, at the location or fax number specified below. A notice which is personally served shall be effective upon service; a notice properly faxed shall be effective on the business day after being faxed; and a notice properly addressed, having adequate postage and deposited with the U.S. Postal Service requiring a return receipt to the sender, shall be effective on the third (3rd) business day after mailing. The address for notice may be changed by notice given as provided herein. Until changed, the address and fax number for notice to each party is as follows:

If to SELACO WDB:

10900 East 183rd Street, Suite 350
Cerritos, CA 90703
Attention: Yolanda L. Castro
Executive Director
(562) 860-4457

If to QCS:

6108 Innovation Way
Carlsbad, CA 92009
Attn: Irma Mandujano
Vice President
Fax: (760) 476-1579

CC: Sandra P. Michel
Director, Policy & Compliance

- 9.4 Any dispute between SELACO WDB and QCS regarding this Agreement or the performance of either party which cannot be resolved directly between them shall be resolved first by mediation, with each party bearing its own costs and fifty percent of the cost of employing a professional mediator. If that step is unsuccessful, the next step shall be non-binding arbitration through the American Arbitration Association (AAA), before a single arbitration selected by the parties and subject to the then-existing AAA rules applicable to commercial disputes.
- 9.5 This Agreement is personal as between the parties, and no right or duty hereunder may be assigned or delegated except only with the express written consent of the other party. Any attempted assignment or delegation in violation of this requirement is void at its inception.
- 9.6 This Agreement shall be broadly interpreted to achieve its objectives of service to children within financial restrictions contained in the State Contract. If any part of this Agreement is declared invalid for any reason, the remaining provisions hereof shall remain in effect so long as their continued application furthers the overall objective of this Agreement and does not work an injustice on either party hereof.

Quality Children's Services

California State Preschool Program

Contract No. 129002

AGREED AND EXECUTED by the parties effective on the date first written above.

Workforce Development Corporation of
Southeast Los Angeles County, Inc.

Quality Children's Service, Inc.
a California Nonprofit Corporation

By: Yolanda L. Castro
Name

By: _____
Name

Its: Executive Director
Title

Its: _____
Title

Signature


Signature



MEMORANDUM

DATE: April 23, 2024

TO: SELACO WDB Executive Committee

FROM: Yolanda L Castro, Executive Director 

RE: Approval of SELACO WDB Infrastructure Funding Agreement (IFA) for Program Year 2023 - 2024

Due to a lack of a quorum at the Southeast Los Angeles County Workforce Development Board (SELACO WDB) of Directors' meeting held on March 28, 2024, this item comes to the Executive Committee for review and approval with anticipated ratification at the planned May 23, 2024, SELACO WDB Board of Directors' meeting.

To fulfill the obligations set forth by the Employment Development Department's Workforce Services Directive 18-12, the Southeast Los Angeles County Workforce Development Board (SELACO WDB) in collaboration with Workforce Innovation and Opportunity Act (WIOA) mandated partners undertook the annual review of the SELACO WDB's system Infrastructure Funding Agreement (IFA) for Program Year (PY) 2023- 2024 and is seeking approval of the updated IFA.

As a component of the Memorandum of Understanding(s) (MOUs) with mandated partners, the (IFA) under the WIOA serves several key purposes:

- **Establishing Funding Commitments:** Outlines the financial commitments of each mandated partner towards the operation and maintenance of the America's Job Centers of California (AJCC) or similar workforce development infrastructure within the Local Workforce Development Area (Local Area).
- **Ensuring Resource Allocation:** It helps in determining how funds will be allocated among the mandated partners to support various workforce development programs and services, ensuring efficient utilization of resources.
- **Facilitating Collaboration:** Encourages collaboration and coordination among mandated partners, as they work together to provide comprehensive workforce services to job seekers, employers, and other stakeholders within the community.
- **Clarifying Roles and Responsibilities:** By delineating the roles and responsibilities of each mandated partner, the IFA helps in avoiding duplication of efforts and ensuring that all partners contribute towards achieving the goals outlined in the Local Area Plan.
- **Compliance with Federal and State Regulations:** Ensures that the workforce development activities, conducted by mandated partners, comply with the regulations and guidelines set forth by WIOA and other relevant federal and state laws.

Compliance with Federal and State Regulations: The IFA ensures that the workforce development activities conducted by mandated partners comply with the regulations and guidelines set forth by WIOA and other relevant federal and state laws.

Overall, the purpose of the IFA is to foster collaboration, ensure efficient resource utilization, and promote the delivery of high-quality workforce development services to meet the needs of job seekers, and employers.

We are pleased to report that we have successfully secured signatures from all mandated partners, as outlined in the chart below.

Attached is the revised IFA document for your review and approval.

Chart of IFA Partner Approval Status:

CORE PARTNER	IFA Annual Review	Partner Approval	SELACO Board Review & Approval	SELACO Policy Review & Approval
Employment Development Department (EDD)	05/16/2023	06/14/2023	Requested on 3/28/2024	Scheduled for 4/16/2024
Department of Rehabilitation (DOR)	05/16/2023	06/15/2023	Requested on 3/28/2024	Scheduled for 4/16/2024
Partnership for Adult Academic & Career Education (PAACE)	05/16/2023	6/14/2023	Requested on 3/28/2024	Scheduled for 4/16/2024
Department of Public Social Services (DPSS)-Temporary Assistance for Needy Families (TANF)	05/16/2023	07/25/2023	Requested on 3/28/2024	Scheduled for 4/16/2024
Norwalk Housing Authority (NHA)	05/16/2023	11/14/2023	Requested on 3/28/2024	Scheduled for 4/16/2024
Paramount Adult School (PAS)	05/16/2023	3/19/2024	Requested on 3/28/2024	Scheduled for 4/16/2024
United American Indian Institute (UAI)	05/16/2023	01/15/2024	Requested on 3/28/2024	Scheduled for 4/16/2024
Long Beach Community Job Corps	No Input or review provided for the Shared IFA	N/A	N/A	N/A

Action Required:

Approve the SELACO WDB’s update of the Shared Infrastructure Agreement (IFA) with the WIOA partners listed below:

- Employment Development Department (EDD)
- Department of Rehabilitation (DOR)
- Partnership for Adult Academic & Career Education (PAACE)
- Department of Public Social Services-Temporary Assistance for Needy Families (TANF)
- Norwalk Housing Authority (NHA)
- Paramount Adult School (PAS)
- United American Indian Institute (UAI)

Workforce Innovation and Opportunity Act
Memorandum of Understanding

Southeast Los Angeles County Workforce Development Board (SELACO WDB)

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Required Phase II MOU Component: Process and Development

Local Workforce Development Area (Local Area): Southeast Los Angeles County Workforce Development Board (SELACO WDB)

Date Submitted: May 16, 2023

Attachment: Signed Phase I MOU

1. The period this agreement is effective: July 1, 2023, to June 30, 2024
2. Identification of all AJCC partners, Chief Elected Officials (CEO), and Local Boards participating in the infrastructure and other system costs funding agreements.

CEO/s: SELACO WDB Policy Board

Local Board/s: SELACO WDB Board of Directors

AJCC Partners Participating in the Infrastructure Funding Agreement (IFA):

- Title I Adult, Dislocated Worker, and Youth
- Title III Wagner-Peyser, Veterans, Trade Adjustment Assistance Act
- Title IV Vocational Rehabilitation

AJCC Partners Participating in the Shared Other System Costs Agreement: None but will evaluate quarterly.

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

On Wednesday, January 11, 2017, SELACO WDB held an orientation for all mandatory partners to review the state requirements of the Phase II Memorandum of Understanding. The objective was to ensure that all partners understood the elements of the state directive and provide an open forum for dialogue among the partners. The orientation also provided an opportunity to address questions and concerns. See attached agenda and sign in sheet. A follow up meeting for all partners who missed the meeting on January 11, 2017, was conducted on Wednesday, February 1, 2017. See attached agenda and sign in sheet.

The orientation included samples of Infrastructure Cost Allocation Methodologies. Upon review of the various cost allocation methodologies, the general consensus was that the use of square footage would be the most appropriate for determining

the cost of partner contribution for all on-site partners. Off-site partners agreed to return to the table once the State defines the process for measuring “benefit” as a partner within the American Job Center of California (AJCC) system.

Each partner was assigned a SELACO Coach to review the requirements of the memo and ensure partner commitment to provide required data is clear and feasible. Partners were assigned to submit information as it pertains to the cost associated to sharing other one-stop delivery system costs. See attached list of Partner Coaches.

Follow-up meetings were held with each partner to collect required data and ensure timely completion of the MOU Phase II process. If needed, partner questions were addressed, and more time was provided to ensure collection of appropriate information.

As partners completed their required sections, the documents were reviewed by the lead agency to ensure compliance and assess any needs for negotiation and reconciliation. Documents meeting compliance requirements were distributed to all partners for review and comment. Partners were given ten (10) working days to submit questions or concerns regarding the draft MOU and partner proposed contributions to infrastructure and shared cost. See attached introduction email to partners.

All partner information submitted, reviewed, and approved by partner agencies were filed as complete and submitted to the SELACO WDB board for review and approval. See attached SELACO WDB Log of Board Approved MOUs.

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

In current efforts to establish partner MOUs there have been no issues that could not be addressed through open dialogue at the time of negotiations. However, there are still MOUs in the negotiation process. In the event partner issues/concerns cannot be resolved under the guidance of their assigned Coach, the Systems Management Team (SMT) under the guidance and leadership of our One Stop Manager, will be asked to review the circumstances/concerns and support efforts to seek resolution. In the event resolution cannot be found, support of an outside mediator will be secured. We anticipate efforts will be made to first seek State support in seeking resolution before securing an outside mediator.

5. A description of the periodic modification and review process that will be used to ensure all AJCC partners continue to contribute their fair and equitable share of infrastructure and other system costs, including the identification of who will fulfill this responsibility.

As the lead agency in facilitating local collaboration, SELACO WDB has procured the role of a One-Stop Operator who will serve as a facilitator and convener of local partners committed to the SELACO AJCC system. The One-Stop Manager will meet with the System Management Team (SMT) quarterly to review and discuss various elements of the One-Stop system, one of these being the infrastructure and other system cost. The practice of reviewing system cost will take effect to ensure fair and equitable contributions to the system.

As of implementation of the IFA, partners, under the umbrella of the SMT, reconcile cost once a year and between January and May review the IFA for updates in cost/services to consider for the new program year.

Required Phase II MOU Component: Sharing Infrastructure Costs

Budget, Cost Allocation Methodology, Initial Proportionate Share

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

Option 1: A separate budget for each comprehensive AJCC.

Option 2: A consolidated system-wide budget for the network of comprehensive AJCCs

Comprehensive AJCC(s) and Colocated Partners

Comprehensive AJCC #1

Name/Address of the Comprehensive AJCC:

Cerritos AJCC

10900 E. 183rd Street, Suite 350

Cerritos, CA 90703

Partners Colocated at This AJCC:

Title I Adult, Dislocated Worker, and Youth

Title III Wagner-Peyser

Title IV Vocational Rehabilitation

AJCC Infrastructure Budget		
<input checked="" type="checkbox"/> Each Comprehensive AJCC (Name of AJCC: <u>Cerritos</u>) <input type="checkbox"/> Network of Comprehensive AJCCs		
Cost Category/Line Item	Line-Item Cost Detail	Cost
Rent		
Rental of Facilities	\$29,983/month	\$359,797/year
Rental Costs Subtotal:		\$359,797/year
Utilities and Maintenance		
Electric	Included in the rent	\$0
Gas	Included in the rent	\$0
Water	Included in the rent	\$0
Sewer Connections	Included in the rent	\$0
High-Speed Internet	\$451/month	\$5,416/year
Telephones (Landlines)	\$1,215/month	\$14,583/year
Facility Maintenance Contract	Included in the rent	\$0
Other Services: Security Guard, Fumigation	\$4,099/month	\$49,190/year
Utilities and Maintenance Costs Subtotal:		\$69,190/year
Equipment		

Assessment-related products	Using CallJOBS	\$0
Assistive technology for individuals with disabilities (Access and Accommodation)		\$0
Copiers		\$0
Fax Machines		\$0
Computers		\$0
Other tangible equipment used to serve all center customers (not specific to an individual program partner)		\$0
Specify Other Tangible Equipment		
Equipment Costs Subtotal:		\$0
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities		\$0
Specify the Technology		
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services		\$0
Website Address:		

(Does not include data systems or case management systems specific to individual program partners.)	
	Technology to Facilitate Access Costs Subtotal: \$0
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)	
Creating New AJCC Signage	\$0
Updating Templates and Materials	
Updating Electronic Resources	
	Common Identifier Subtotal: \$0

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	Total Cost
Subtotal: Rental Costs	\$359,797/year
Subtotal: Utilities and Maintenance Costs	\$69,190/year
Subtotal: Equipment Costs	\$0
Subtotal: Technology to Facilitate Access Costs	\$0
Subtotal: Common Identifier Costs	\$0
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC:	\$428,987/year

Infrastructure Cost Allocation Methodology

Rent:

Dedicated space occupied by each partner program' occupancy: actual cost.

Common space: the proportion of each partner program's actual occupancy relative to total common space.

Telephones & Internet:

The proportion of shared space used by each partner program relative to the total square footage of the AJCC.

Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole					
Cost Categories	Total Cost	Contributor/s	Value	Balance to Allocate	
Rent	\$0	None	\$0	\$0	
Utilities/Maintenance	\$0	None	\$0	\$0	
Equipment	\$0	None	\$0	\$0	
Access Technology	\$0	None	\$0	\$0	
Common Identifier	\$0	None	\$0	\$0	
Total Infrastructure Balance to Be Allocated to Colocated Partners:				\$0	

Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners						
Colocated Partner/s	Shared Infrastructure Costs	Application of Methodology	Allocated Initial Share	Amount: Cash	Amount: In-Kind	
Partner 1: SELACO WDB Adult, Dislocated Worker and Youth	\$320,914	Square footage	\$320,914	\$320,914	\$0	
Partner 2: EDD Wagner- Peyser	\$106,303	Square footage	\$106,303	\$106,303	\$0	
Partner 3: Vocational Rehabilitation	\$1,770	Square footage	\$1,770	\$1,770	\$0	

Signature Page: Partners Sharing Infrastructure Costs When Proportionate Share Data Are Available

By signing below, the parties agree that when data are available to determine the agreed upon AICC benefit to non-colocated partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions; whether it will be provided through cash, non-cash (in-kind), and/or third-party in-kind contributions.

***Southeast Los Angeles County
Workforce Development Board (SELACO WDB)***

United American Indian Involvement (UAIII)

Larry Wehage _____
Name Signature Date

Hope Craig _____
Name Signature Date
1/15/2024

SELACO WDB Policy Board of Elected Officials

Jeff Wood _____
Name Signature Date

Signature Page: Partners Sharing Infrastructure Costs When Proportionate Share Data Are Available

By signing below, the parties agree that when data are available to determine the agreed upon AJCC benefit to non-colocated partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions; whether it will be provided through cash, non-cash (in-kind), and/or third-party in-kind contributions.

***Southeast Los Angeles County
Workforce Development Board (SELACO WDB)***

Department of Public Social Services (DPSS)

Larry Wehage _____
Name Signature Date

SELACO WDB Policy Board of Elected Officials

Jeff Wood _____
Name Signature Date

Jackie Contreras, Ph.D. _____
Name Signature Date
Jackie Contreras 7/25/23

Signature Page: Partners Sharing Infrastructure Costs When Proportionate Share Data Are Available

By signing below, the parties agree that when data are available to determine the agreed upon AJCC benefit to non-colocated partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions; whether it will be provided through cash, non-cash (in-kind), and/or third-party in-kind contributions.


**Southwest Los Angeles County
Workforce Development Board (SELACO WDB)**

Larry Wehage _____
Name Signature Date

SELACO WDB Policy Board of Elected Officials

Jeff Wood _____
Name Signature Date

Partnership for Adult Academic & Career Education (PAAACE)

Sherry Carter _____
Name Signature Date

Sherry Carter (Jun 14, 2023 13:08 PDT)

Signature Page: Partners Sharing Infrastructure Costs When Proportionate Share Data Are Available

By signing below, the parties agree that when data are available to determine the agreed upon AJCC benefit to non-colocated partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions; whether it will be provided through cash, non-cash (in-kind), and/or third-party in-kind contributions.

**Southeast Los Angeles County
Workforce Development Board (SELACO WDB)**

Paramount Adult School (PAS)

Larry Wehage
Name

Signature

Date

PATRICIA TU
Name

Signature

Date

Patricia Tu 3/19/24

SELACO WDB Policy Board of Elected Officials

Jeff Wood
Name

Signature

Date

Signature Page: Colocated Partners Sharing AJCC Infrastructure Costs

The CEO, the Local Board Chairperson, and all colocated AJCC partners included in the sharing of infrastructure costs must sign.
By signing below, all parties agree to the terms prescribed in the IFA.

***Southeast Los Angeles County
Workforce Development Board (SELACO WDB)***

Larry Wehage _____
Name Signature Date

SELACO WDB Policy Board of Elected Officials

Jeff Wood _____
Name Signature Date

California Employment Development Department (EDD)

Connie Chan _____
Name Signature Date
Connie Chan
Connie Chan (Jun 14, 2023 20:51 PDT)

Signature Page: Colocated Partners Sharing AJCC Infrastructure Costs

The CEO, the Local Board Chairperson, and all colocated AJCC partners included in the sharing of infrastructure costs must sign.
By signing below, all parties agree to the terms prescribed in the IFA.

**Southeast Los Angeles County
Workforce Development Board (SELACO WDB)**

Larry Wehage _____
Name Signature Date

SELACO WDB Policy Board of Elected Officials

Jeff Wood _____
Name Signature Date

Department Of Rehabilitation (DOR)

Ashley Burrell _____
Name Signature Date
Ashley Burrell
(Jun 15, 2023 16:49 PDT)

Signature Page: Colocated Partners Sharing AJCC Infrastructure Costs

The CEO, the Local Board Chairperson, and all colocated AJCC partners included in the sharing of infrastructure costs must sign.

By signing below, all parties agree to the terms prescribed in the IFA.

***Southeast Los Angeles County
Workforce Development Board (SELACO WDB)***

Norwalk Housing Authority (NHA)

Larry Wehage _____
Name Signature Date

Jesus M. Gomez _____
Name Signature Date
11/14/2023

DocuSigned by:

Jesus M. Gomez

665047E55F4F6490

SELACO WDB Policy Board of Elected Officials

Jeff Wood _____
Name Signature Date

Required Phase II MOU Component: Sharing Other One-Stop System Costs

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

<input checked="" type="checkbox"/> Title I Adult, Dislocated Worker, and Youth	<input checked="" type="checkbox"/> Title V Older Americans Act	<input checked="" type="checkbox"/> Trade Adjustment Assistance Act
<input checked="" type="checkbox"/> Title II Adult Education and Literacy	<input checked="" type="checkbox"/> Job Corps	<input checked="" type="checkbox"/> Community Services Block Grant
<input checked="" type="checkbox"/> Title III Wagner-Peyser	<input checked="" type="checkbox"/> Native American Programs	<input checked="" type="checkbox"/> Housing and Urban Development
<input checked="" type="checkbox"/> Title IV Vocational Rehabilitation	<input type="checkbox"/> Migrant Seasonal Farmworkers	<input checked="" type="checkbox"/> Unemployment Compensation
<input type="checkbox"/> Carl Perkins Career Technical Education	<input checked="" type="checkbox"/> Veterans	<input checked="" type="checkbox"/> Second Chance
<input checked="" type="checkbox"/> TANF/CalWORKS	<input checked="" type="checkbox"/> YouthBuild	<input type="checkbox"/> Other:

Summary of Career Services Applicable to Each One-Stop Delivery System Partner (Phase I MOU)									
Basic Career Services	T-I Adult SELACO	T-I DW SELACO	T-I Youth SELACO	T-II AEL Adult Ed.	T-III WP EDD	T-IV VR DOR	TANF DPSS		
T-I Program Eligibility	✓	✓	✓	✓			✓		
Outreach, Intake, Orient	✓	✓	✓	✓	✓	✓			
Initial Assessment	✓	✓	✓	✓	✓	✓			
Labor Exch/Job Search	✓	✓	✓	✓	✓	✓			
Referrals to Partners	✓	✓	✓	✓	✓	✓			
LMI	✓	✓	✓		✓	✓			
Performance/Cost Info	✓	✓	✓	✓	✓				
Support Service Info	✓	✓	✓	✓	✓	✓			
UI Info/Assistance	✓	✓	✓		✓				
Financial Aid Info	✓	✓	✓	✓	✓	✓			
Basic Career Services	Tech Ed	T-V OAA	Job Corps Long Beach Job Corps	Native Am UAI, Inc.	MSF	YouthBuild FODL	TAA EDD		
T-I Program Eligibility						✓			
Outreach, Intake, Orient			✓	✓		✓	✓		
Initial Assessment				✓		✓	✓		
Labor Exchange/Job Search			✓	✓		✓	✓		
Referrals to Partners			✓	✓		✓	✓		
LMI				✓		✓	✓		

					II, Inc.				
Comp Assessment		Norwalk Housing Authority							
IEP		Does not directly provide Individual Career Services							
Career Plan/Counsel									
Short-Term Prevoc									
Internships/Work Experience									
Out-of-Area Job Search									
Financial Literacy									
IET/ELA									
Workforce Preparation									

Applicable Career Services	T-I Adult SELACO	T-I DW SELACO	T-I Youth SELACO	T-II AEL Adult Ed.	T-III WP EDD	T-IV VR DOR	TANF DPSS
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$483,354	\$97,630	\$167,366		\$813,075	\$0	\$
Applicable Career Services	Tech Ed	T-V OAA	Job Corps Long Beach Job Corps	Native Am UAI, Inc.	MSF	*(1)YouthBuild FODL	TAA EDD

Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$	\$	Cannot separate portion of budget dedicated to career services	\$	\$	\$	\$0	\$90,342
Applicable Career Services	Comm Act	Housing Norwalk Housing Authority	UI EDD	Native Am UAIL, Inc.	Other Part	Other Part	Other Part	Other Part
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$	\$0	\$12,946	\$	\$	\$	\$	\$

*(1) FODL depends on ADA Education funds, small grants and leveraging resources with partners. Receives no WIOA funding directly.

Applicable Career Services	T-I Adult SELACO	T-I DW SELACO	T-I Youth SELACO	T-II AEL Adult Ed.	T-III WP EDD	T-IV VR DOR	TANF DPSS
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep	\$349,959	\$75,377	\$361,111		\$143,484		\$
Applicable Career Services	Tech Ed	T-V OAA	Job Corps Long Beach Job Corps	Native Am UAIL, Inc	MSF	YouthBuild FODL	TAA EDD
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep	\$	\$	Cannot separate portion of budget dedicated to career services				\$15,943
Applicable Career Services	Comm Act	Housing Norwalk Housing Authority	UI EDD	Native Am UAIL, Inc	Other Part	Other Part	Other Part
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy							


IET/ELA/WF Prep	\$	\$0	\$	\$	\$	\$	\$
Consolidated budget total of career services delivered through the One-Stop system: \$ 2,610,587.00							



MEMORANDUM

DATE: April 23, 2024

TO: SELACO WDB Board of Directors

FROM: Yolanda L Castro, Executive Director 

RE: Approval to Release a Request for Proposal for One Stop Operator Services

Due to a lack of a quorum at the Southeast Los Angeles County Workforce Development Board (SELACO WDB) of Directors' meeting held on March 28, 2024, this item comes to the Executive Committee for review and approval with anticipated ratification at the planned May 23, 2024, SELACO WDB Board of Directors' meeting.

Per State directive WSD22-13, the Southeast Los Angeles County Workforce Development Board (SELACO WDB) is mandated to select an America's Job Center of California (AJCC) Operator through a competitive process at least once every four years. Currently, the SELACO WDB complies with the One-Stop Operator mandate by contracting with Praxis Group to provide One-Stop Operator roles and responsibilities. However, the Praxis Group has notified the SELACO WDB of their inability to continue serving as the SELACO WDB's One-Stop Operator. Therefore, it is imperative to initiate a procurement process to secure a new AJCC Operator to maintain compliance with this requirement and protect the progress of the exemplary work completed by the Praxis Group.

The SELACO WDB requests approval from the Board to release the Request for Proposal (RFP) for the selection of the SELACO WDB's One Stop Operator. This action aligns with the State directive WSD22-13 and ensures that we fulfill our obligation to procure a new AJCC Operator through a competitive process.

Additionally, the SELACO WDB seeks approval to allocate a budget not to exceed \$50,000 per contract year to support the deliverables outlined in the One Stop Operator's negotiated Scope of Work (SOW).

Primary Role and Responsibilities of the One Stop Operator: The primary role of the One Stop Operator will be coordinating the implementation of the SELACO WDB negotiated Memorandum of Understanding(s) (MOUs) and Infrastructure Sharing Agreements (IFAs) with all mandated partners. Additionally, the operator will act as a liaison between the SELACO WDB and system AJCC partners. Responsibilities include:

- Coordinating the integrated service delivery of required AJCC partners and service providers.
- Ensuring the implementation of partner responsibilities and contributions agreed upon in the Memorandum of Understanding (MOU).
- Resolving disputes.
- Addressing grievances.
- Identifying any changes that may be needed to partner working agreements.
- Identifying needs for AJCC partner coordinated activities.
- Convening and facilitating quarterly partner meetings to ensure effective communication in the delivery of services such as partner collaboration and process improvement.
- Implementing recommended changes as identified by the System Management Team (SMT).
- Reporting to Local Boards on operations, performance, and continuous improvement recommendations.
- Implementing applicable policies established by Local Boards.
- Adhering to all applicable federal and state guidance.

Procurement Timeline: The proposed timeline below ensures that the procurement process progresses efficiently, allowing for the appointment of a new AJCC Operator by July 1, 2024, thereby minimizing any potential disruptions to service delivery and partner collaboration.

- Board Approval to Release: 3/28/2024
- Public Announcement: 3/29/2024
- Release: 3/29/2024
- Bidder's Conference: 4/09/2024
- Proposal Due Date: 5/03/2024
- Proposal Review Process: 5/6/2024- 5/10/2024
- Board Approval to award contract: 5/23/2024
- AJCC Operator in place and Operating: 7/1/2024


Action Required:

Approve the Executive Director to release a One Stop Operator RFP for the SELACO WDB.

Approve a budget not to exceed \$ 50,000 per contract year for deliverables established under the One Stop Operator's negotiated Scope of Work (SOW).



MEMORANDUM

DATE: April 23, 2024
TO: SELACO WDB Executive Committee
FROM: Yolanda L Castro, Executive Director 
RE: HR Policy Update: Personnel Policies and Procedures

Due to a lack of a quorum at the Southeast Los Angeles County Workforce Development Board (SELACO WDB) of Directors' meeting held on March 28, 2024, this item comes to the Executive Committee for review and approval with anticipated ratification at the planned May 23, 2024, SELACO WDB Board of Directors' meeting.

As presented at the July 25, 2019 Board meeting, staff is working with our HR consultant and legal counsel on updating the Southeast Los Angeles County Workforce Development Board's (SELACO WDB's) Personnel Policies and Procedures (PPP) Manual. This manual is used by SELACO WDB Directors and Managers to help guide them in the supervision of their staff.

SELACO WDB's PPP Manual has a total of 53 policies that were brought to you at each Board meeting for review and approval. The March 20, 2023 meeting was the final meeting to conclude the PPP Manual review and approval.

Today, we have five policies attached for your review and approval:

- 030 – Equal Employment Opportunity/Non-Discrimination
- 232 - Drug and Alcohol Free Workplace
- 321 - Family Care and Medical Leaves of Absence
- 323 – Paid and Unpaid Leaves of Absence
- 325 – Sick Leave

These policies come to you due to current labor law changes.

Action Required:

Review and approve policies as presented.

Southwest Los Angeles County Workforce Development Board	Policy # 030
Personnel Policies and Procedures	Date: xx/2024
	Page 1 of 1

EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

Scope

This policy applies to all employees, customers, agents, vendors, suppliers, and visitors.

Policy

It is against the law for the SELACO WDB to discriminate as stated:

SELACO WDB recruits, hires, trains and promotes employees without regard to actual or perceived: race, religious creed, color, national origin (including limited English proficiency), ancestry, physical or mental disability, medical condition (including cancer/genetic characteristics) or AIDS/HIV status, genetic information, marital status (including registered domestic partnership status), sex (including pregnancy, perceived pregnancy, childbirth, lactation and related medical conditions), sexual orientation, sex stereotyping, gender (including gender identity, gender expression and transgender status), age (40 and over), political affiliation or belief, use of cannabis while off the job and away from the workplace (including during employer-required drug screening test that was found to have nonpsychoactive cannabis metabolites in hair, blood, urine, or other bodily fluids), Civil Air Patrol status, military or veteran status and any other consideration protected by federal, state or local law (sometimes referred to, collectively, as “protected characteristics”). Our commitment extends to providing employment opportunities to Vietnam-era and disabled Veterans. (Attachment 402: SELACO WDB Civil Rights and Complaints Summary Form Equal Opportunity/Non-Discrimination Policy)

Procedures

- A. Any written material developed for the purpose of recruiting or hiring employees must include the EEO statement.
- B. The EEO statement to be used in published advertising is: “EOE/AA”.
- C. The EEO statement to be used in other recruitment material is: “Affirmative Action/Equal Opportunity Employer”.
- D. Alleged violations of this policy will immediately be investigated in accordance with SELACO WDB’s Civil Rights Summary and Complaint Form/EO and Non-Discrimination Policy.
- E. No employee who reports possible violations will be retaliated against in any way.
- F. Violations that have gone through a thorough investigation and have been substantiated will result in sanctions such as disciplinary action, up to and including termination. (See Disciplinary Action Policy # 244).

Board Approved 7/25/2019
Revised XX/XX/2024



**SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD
(SELACO WDB)**

CIVIL RIGHTS AND COMPLAINTS SUMMARY FORM

EQUAL OPPORTUNITY/NON-DISCRIMINATION POLICY

It is the policy of the Southeast Los Angeles County Workforce Development Board (SELACO WDB), that there shall not be discrimination against any applicant, participant, employee, One-Stop partner, subcontractor, or vendor based on any of the reasons mentioned below. In addition, sexual harassment is against the law. Acts of sexual harassment are grounds for a discrimination complaint based on sex under Title VII of the Civil Rights Act of 1964.

The SELACO WDB will give initial and continuing notice that it does not discriminate to:

Applicants/registrants, eligible applicants/registrants, participants, applicants for employment, employees, unions, or professional organizations holding collective bargaining or professional agreements with the SELACO WDB, sub-recipients of WIOA Title I Funds and members of the public, including those with impaired vision and hearing.

The SELACO WDB prohibits retaliation or reprisal against an individual that has:

- (1) Filed a complaint,
- (2) Opposed a practice prohibited by the non-discrimination and EO provisions of WIOA,
- (3) Furnished information to, or assisted or participated in any manner in, an investigation, review, hearing, or any other activity related to the administration of the WIOA non-discrimination and EO provisions, and
- (4) Otherwise exercised any rights and privileges under the WIOA non-discrimination and EO provisions

EQUAL OPPORTUNITY IS THE LAW

It is against the law for the SELACO WDB, as a recipient of federal financial assistance, to discriminate on the following bases:

Against any individual in the United States, on the basis of their actual or perceived race, religious creed, color, national origin (including limited English proficiency), ancestry, physical or mental disability, medical condition (including cancer/genetic characteristics) or AIDS/HIV status, genetic information, reproductive health decision-making, marital status (including registered domestic partnership status), sex (including pregnancy, perceived pregnancy, childbirth, lactation and related medical conditions), sexual orientation, sex stereotyping, gender (including gender identity, gender expression and transgender status), age (40 and over), political affiliation or belief, use of cannabis while off the job and away from the workplace (including during employer-required drug screening test that has found to have nonpsychoactive cannabis metabolites in hair, blood, urine, or other bodily fluids), Civil Air Patrol status, military and veteran status and any other consideration protected by federal, state or local law (sometimes referred to, collectively, as “protected characteristics”); and

Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary’s citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I financially assisted program or activity.

SELACO WDB must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIOA Title I financially assisted program or activity;

Providing opportunities in, or treating any person with regard to, such a program or activity; or

Making employment decisions in the administration of, or in connection with, such a program or activity.

SELACO WDB takes reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. SELACO WDB provides appropriate auxiliary aids and services to qualified individuals with disabilities upon request and at no cost to the individual.

WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION

If you think that you have been subjected to discrimination under a WIOA Title I financially assisted program or activity, you may file a written complaint within 180 days from the date of the alleged violation with either the SELACO WDB's EO Officer:

Corina Coronel, EO Officer – Customers Only
Deputy Director of Program Operations
SELACO WDB
10900 E. 183rd Street, Suite 350, Cerritos, CA 90703
(562) 484-5059
TDD/TTY: (562) 403-2125

Carol Reyes-Davis, EO Officer – Employees Only
Human Resources Manager/Executive Secretary
SELACO WDB
10900 E. 183rd Street, Suite 350, Cerritos, CA 90703
(562) 484-5008
TDD/TTY: (562) 403-2125

Sandra Michel, EO Officer – State Liaison
Director of Contracts, Policy, and Compliance
SELACO WDB
10900 E. 183rd Street, Suite 350, Cerritos, CA 90703
(562) 484-5046
TDD/TTY: (562) 403-2125

or with the Civil Rights Center:

The Director, Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution NW, Room N-4123
Washington, D.C. 20210
or electronically as directed on the CRC Website at www.dol.gov/crc

If you file your complaint with the SELACO WDB, you must wait either until you are issued a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the CRC at the above address.

If the SELACO WDB does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the issuance of that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the SELACO WDB).

If the SELACO WDB does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

**SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD
(SELACO WDB)
CIVIL RIGHTS AND COMPLAINTS SUMMARY FORM**

COMPLAINT PROCEDURE

Any person who believes that either he or she, or any specific class of individuals, has been or is being subjected to discrimination, may file a written complaint as set forth below. Any person who believes that there has been a violation of the requirements of the Workforce Innovation and Opportunity Act (WIOA) in the operation of SELACO WDB programs and activities may also file a complaint. Such programmatic complaints must be filed within one year of the alleged violation and must be done so in writing. In both cases, the complaint and any appeal may be filed through a representative of the complainant's choosing at their own expense. Any person filing a complaint has the right to receive technical assistance which will be provided by SELACO WDB. Copies of all correspondence will be maintained in the complainant's file.

"Person" means an applicant, participant, employee, One-Stop partner, subcontractor, vendor, or interested party.

"Discrimination" means discrimination on basis of their actual or perceived race, religious creed, color, national origin (including limited English proficiency), ancestry, physical or mental disability, medical condition (including cancer/genetic characteristics) or AIDS/HIV status, genetic information, reproductive health decision-making, marital status (including registered domestic partnership status), sex (including pregnancy, perceived pregnancy, childbirth, lactation and related medical conditions), sexual orientation, sex stereotyping, gender (including gender identity, gender expression and transgender status), age (40 and over), political affiliation or belief, use of cannabis while off the job and away from the workplace (including during employer-required drug screening test that has found to have nonpsychoactive cannabis metabolites in hair, blood, urine, or other bodily fluids), Civil Air Patrol status, military and veteran status and any other consideration protected by federal, state or local law (sometimes referred to, collectively, as "protected characteristics"). Discrimination includes sexual harassment. Discrimination also means discrimination against any beneficiary of a program financially assisted under Title I of the Workforce Innovation and Opportunity Act on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I financially assisted program or activity.

DISCRIMINATION COMPLAINTS

LEVEL I

The complainant may attempt informal resolution. The complainant will meet with the SELACO WDB Equal Opportunity Officer and receive a copy of the complaint procedure. The EO Officer shall decide the matter and inform the complainant in writing within 30 days after the meeting. If the complainant is not so informed or wishes to appeal the decision, the complainant must comply with Level II. Time spent on informal resolution does not extend the filing deadline in Level II.

LEVEL II

a. The complainant shall file a written complaint with the EO Officer within 180 days of the alleged discrimination. Complaint forms are available from the EO Officer. The complaint must contain, among other things, the following:

1. Complainant's full name, mailing address or other means of contact.
2. Clear, concise, and detailed allegations including dates of the alleged violations and how other persons were treated differently than complainant.
3. Any written material that supports the allegations.
4. Full name, mailing address and telephone number of the individual and/or entity responsible for the alleged violations (respondent).
5. The remedy sought by complainant.
6. Signature of the complainant or his or her representative.

Complaints must be filed within 180 days of the alleged discrimination, unless the filing is extended by the EO Officer for good cause shown.

b. The EO Officer will promptly file complaints with:

***The Director, Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution NW, Room N-4123***

Washington, D.C. 20210
or electronically as directed on the CRC Website at www.dol.gov/crc

- c. After receiving the complaint, the EO Officer shall issue to complainant an initial notice containing:
1. An acknowledgment of receipt of the complaint; and
 2. Notice that the complainant may be represented in the complaint process.
- d. After receiving the complaint, the EO Officer or designee shall issue to complainant a written statement of the issues that includes the following information:
1. A list of the issues raised in the complaint; and
 2. For each issue, whether it is accepted for investigation or rejected, and the reasons for each rejection.
- e. The EO Officer will investigate the circumstances underlying the complaint.
- f. Before issuing a written decision, the EO Officer will attempt to resolve the complaint. The methods available to resolve the complaint includes alternative dispute resolution (ADR). Complainant chooses whether to use ADR or the customary process. Both parties must uphold an agreement made under ADR. If a party breaches an agreement, the non-breaching party may file a complaint with the CRC within 30 days after learning of the alleged breach. Address to:

The Director, Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution NW, Room N-4123
Washington, D.C. 20210
or electronically as directed on the CRC Website at www.dol.gov/crc

- g. The EO Officer must provide complainant with a written decision within 60 days after the complaint was filed. The written decision must contain the following:
1. For each issue, a decision and its rationale, or a description of how the issue was resolved; and
 2. Notice that the complainant may appeal the decision to SELACO WDB's Executive Director within 10 days of the date of the issuance of the decision.

LEVEL III

- a. The complainant may appeal the EO Officer's decision by filing a written appeal with the Executive Director within 10 days after the decision was issued, at:

Yolanda Castro, Executive Director
SELACO WDB
10900 E. 183rd Street, Suite 350, Cerritos, CA 90703
(562) 484-5045
TDD/TTY: (562) 403-2125

- b. If the EO Officer fails to issue a decision within 60 days after the complaint was filed, the complainant may appeal to the Executive Director within 10 days after expiration of the 60 day time limit.
- c. The Executive Director shall review the EO Officer's decision and any supporting information and, if necessary and at the Executive Director's discretion, further investigate the complaint.
- d. The Executive Director must provide complainant with a Notice of Final Action on the complaint within 90 days after the complaint was filed. The Notice of Final Action must contain the following information:
1. For each issue, a decision and its rationale, or a description of how the issue was resolved; and
 2. Notice that the complainant may appeal the Notice of Final Action to the CRC within 30 days after the Notice of Final Action was issued. The address of the CRC is set forth above.

LEVEL IV

- a. The complainant or complainant's representative may appeal the Notice of Final Action to the CRC within 30 days after the Notice of Final Action was issued.

b. If no Notice of Final Action was issued within 90 days after the complaint was filed, the complainant may appeal to the CRC within 30 days after expiration of the 90-day time limit, that is, within 120 days after the complaint was filed. Address to:

***The Director, Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution NW, Room N-4123
Washington, D.C. 20210
or electronically as directed on the CRC Website at www.dol.gov/crc***

c. The CRC will determine whether to accept a complaint and notify the complainant and the SELACO WDB in accordance with Code of Federal Regulations, title 29, part 37. Additional information on federal and state regulations can be obtained from the SELACO WDB.

GENERAL PROVISION: HEARINGS

At the discretion of the EO Officer or Executive Director, before a decision is rendered, an informal hearing may be held, without strict rules of evidence enforced. Each party shall have the right to present written and/or oral testimony, to call and question witnesses in support of the party's position, to present oral and/or written arguments, and to examine records and documents relevant to the issues. A hearing may be recorded mechanically or by court reporter, at the discretion of the EO Officer or Executive Director. EO Officer means the EO Officer or the EO Officer's designee.

For more information or to file a complaint, contact:

***Corina Coronel, EO Officer – Customers Only
Deputy Director of Program Operations
SELACO WDB
10900 E. 183rd Street, Suite 350, Cerritos, CA 90703
(562) 484-5059
TDD/TTY: (562) 403-2125***

***Carol Reyes-Davis, EO Officer – Employees Only
Human Resources Manager/Executive Secretary
SELACO WDB
10900 E. 183rd Street, Suite 350, Cerritos, CA 90703
(562) 484-5008***

***TDD/TTY: (562) 403-2125
Sandra Michel, EO Officer – State Liaison
Director of Contracts, Policy and Compliance
SELACO WDB
10900 E. 183rd Street, Suite 350, Cerritos, CA 90703
(562) 484-5046
TDD/TTY: (562) 403-2125***

PROGRAMMATIC COMPLAINTS

FILING A COMPLAINT

Complaints must be filed within one year of the alleged violation. The complaint must be done in writing, signed, and dated. The official filing date of the complaint is the date that the written complaint is received by the SELACO WDB. A written decision will be issued within 60 days of the filing of the complaint. Complaints relating to WIOA programs filed directly with the State will be sent back to the SELACO WDB to undergo its local process in accordance with its complaint procedures.

INFORMAL RESOLUTION

The complainant may attempt informal resolution where he or she will meet with the SELACO WDB Equal Opportunity Officer. When a complaint is resolved through informal resolution, the EO Officer will send the complainant a notice of resolution. The complainant will be asked to provide a written withdrawal of the complaint within 10 days of the receipt of the notice of resolution or in the event that he or she decides not to proceed to an administrative hearing.

NOTICE AND CONDUCT OF HEARINGS

Hearings shall be conducted within 30 days of the filing of a complaint. The EO Office will send written notification of the hearing to both complainant and respondent 10 days prior to the scheduled hearing date. An impartial hearing officer will conduct the hearing in an informal manner, without strict rules of evidence enforced. Each party shall have the right to present written and/or oral testimony, to call and question witnesses in support of the party's position, to present oral and/or written arguments, and to examine records and documents relevant to the issues. The hearing may be recorded mechanically or by court reporter.

DECISION AND APPEAL

The hearing officer shall send by first class mail to each party a written decision no later than 60 days after the filing of the complaint. If the complainant does not receive a decision from the SELACO WDB within 60 days from the date of filing the complaint, or receives an adverse decision, he or she has the right to file an appeal with the State. The complainant may request a State hearing by submitting a written notice of appeal to:

***Chief, Compliance Review Division, MIC 22-M
Employment Development Department
P. O. Box 826880
Sacramento, CA 94280-0001***

REQUEST FOR EDD REVIEW

A complainant may file a request for review with EDD if no decision has been made within the 60-day time limit or if there has been an incident of restraint, coercion or reprisal as the result of filing a complaint. The request for an EDD review or appeal shall be filed or postmarked (if mailed) within 10 days from the date on which the complainant received an adverse decision or 15 days from:

1. The date on which a complainant should have received a decision which is defined as 5 days from the date the decision was due, or
2. The date on which an instance of restraint, coercion or reprisal was alleged to have occurred as a result of filing the complaint.

For more information or to file a programmatic complaint, contact:

***Corina Coronel, EO Officer – Customers Only
Deputy Director of Program Operations
SELACO WDB
10900 E. 183rd Street, Suite 350, Cerritos, CA 90703
(562) 484-5059
TDD/TTY: (562) 403-2125***

**SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD (SELACO WDB)
CIVIL RIGHTS AND COMPLAINTS SUMMARY FORM**

SIGNATURE PAGE

1. I understand that the SELACO WDB may not discriminate against me on basis of my actual or perceived race, religious creed, color, national origin (including limited English proficiency), ancestry, physical or mental disability, medical condition (including cancer/genetic characteristics) or AIDS/HIV status, genetic information, reproductive health decision-making, marital status (including registered domestic partnership status), sex (including pregnancy, perceived pregnancy, childbirth, lactation and related medical conditions), sexual orientation, sex stereotyping, gender (including gender identity, gender expression and transgender status), age (40 and over), political affiliation or belief, use of cannabis while off the job or away from the workplace (including during employer-related drug screening test that has found to have nonpsychoactive cannabis metabolites in hair, blood, urine, or other bodily fluids), Civil Air Patrol status, military and veteran status and any other consideration protected by federal, state or local law (sometimes referred to, collectively, as “protected characteristics”).
2. I understand that the SELACO WDB is an employment and training program. I further understand that the SELACO WDB is funded by the Workforce Innovation and Opportunity Act granted by the federal Department of Labor through the state of California, to assist me in obtaining appropriate training and other services for the sole purposes of obtaining employment and attaining greater self-sufficiency.
3. I have received a copy of the Civil Rights and Complaints Summary Form(s) that explain my rights as an applicant/participant in a SELACO WDB sponsored program, and complaint process, which I can use to file a complaint against the SELACO WDB for discrimination and/or programmatic violations.
4. I understand that as a participant, I will not be financially responsible for any services provided by or through SELACO WDB. I further understand that the SELACO WDB staffs will follow-up on my progress in all activities while I am enrolled. I agree to provide information regarding my progress, changes in employment, including current contact information until I am notified my file is closed.
5. I understand that as a participant, I will be asked to evaluate services regarding my participation in the program, and services provided by or through SELACO WDB via a customer service survey.
6. I understand that the SELACO WDB does not require social security numbers for participation in the program, except as required for receiving training services and employment verification. However, the federal Standardized Program Information Report (SPIR), and Section 15026 of the California Unemployment Insurance Code (CUIC) require the collection of social security numbers for reporting and evaluation of federally funded programs, for this reason(s) SELACO WDB staff will collect my social security number. My social security number will be used for no other purpose.
7. I understand that SELACO’s objective is to assist me in meeting my employment/career goals, however, SELACO’s programs are not entitlement programs and therefore enrollment into any one of SELACO’s Career Center activities is not a guarantee.
8. I understand that the SELACO WDB does not impose extra charges upon individuals with disabilities to cover the costs of effective communication, reasonable accommodations, or access features.
9. I certify that a member of my immediate family (spouse, parent, child, brother, sister-sibling, in-law, uncle, aunt, nephew, niece, first cousin, stepparent, stepchild) is/is not **(circle one)** an elected City or County official.
10. I certify that a member of my immediate family (spouse, parent, child, brother, sister-sibling, in-law, uncle, aunt, nephew, niece, first cousin, stepparent, stepchild) is/is not **(circle one)** an employee of a City, County, WIOA, CalWorks or other federally funded organization.

I consent to the sharing of information between the SELACO WDB and One-Stop Partner Agencies.

Customer’s Signature

Date Signed

Workforce Development Board Representative

Date Signed

Southeast Los Angeles County Workforce Development Board
10900 E. 183rd Street, Suite 350, Cerritos, CA 90703

**Southeast Los Angeles County Workforce Development Board
(SELACO WDB)
Discrimination, Harassment and Retaliation Prevention Policy**

Equal Employment Opportunity

The Southeast Los Angeles County Workforce Development Board (SELACO WDB) is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race, religious creed, color, national origin (including limited English proficiency), ancestry, physical or mental disability, medical condition (including cancer/genetic characteristics) or AIDS/HIV status, genetic information, marital status (including registered domestic partnership status), sex (including pregnancy, perceived pregnancy, childbirth, lactation and related medical conditions), sexual orientation, sex stereotyping, gender (including gender identity, gender expression and transgender status), age (40 and over), political affiliation or belief, use of cannabis while off the job and away from the workplace (including during employer-required drug screening test that has found to have nonpsychoactive cannabis metabolites in hair, blood, urine, or other bodily fluids), Civil Air Patrol status, military and veteran status and any other consideration protected by federal, state or local law (sometimes referred to, collectively, as "protected characteristics").

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law. Our commitment to equal employment opportunity applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee (including supervisors and co-workers), agent, client, customer, or vendor.

Prohibited Harassment

SELACO WDB is committed to providing a work environment that is free of illicit harassment based on any protected characteristics. As a result, SELACO WDB maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race, religious creed, color, national origin, (including limited English proficiency), ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex (including pregnancy, perceived pregnancy, childbirth, lactation and related medical conditions), sexual orientation, sex stereotyping, gender (including gender identity, gender expressions and transgender status), age (40 and over), political affiliation or belief, use of cannabis while off the job and away from the workplace (including during employer-required drug screening test that has found to have nonpsychoactive cannabis metabolites in hair, blood, urine, or other bodily fluids), Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law. For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States. All such harassment is prohibited.

This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party interacting with SELACO WDB (“third parties”) and prohibits proscribed harassing conduct by any employee or third party of SELACO WDB, including nonsupervisory employees, supervisors and managers. If such harassment occurs on SELACO WDB premises or is directed toward an employee or a third party interacting with SELACO WDB, the procedures in this policy should be followed.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.

An employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. An employee who engages in unlawful harassment may be personally liable for harassment even if SELACO WDB had no knowledge of such conduct.

Other Types of Harassment

Prohibited harassment on the basis of any legally protected classification, including, but not limited to: race, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including domestic partnership status), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law, includes behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings or gestures based on protected classification; and
- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Abusive Conduct Prevention

It is expected that SELACO WDB and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of managements' expectations, during working times, and that they refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by SELACO WDB for using SELACO WDB's complaint procedure, reporting proscribed discrimination or harassment or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure

Any employee who believes that he or she has been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with SELACO WDB in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to his or her supervisor, any other member of management or Human Resources. Employees are not required to make a complaint directly to their immediate supervisor. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to Human Resources who will attempt to resolve issues internally. When a report is received, SELACO WDB will conduct a fair, timely, thorough and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. SELACO WDB expects all employees to fully cooperate with any investigation conducted by SELACO WDB into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other SELACO WDB policies. SELACO WDB will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Upon completion of the investigation, SELACO WDB will communicate its conclusion as soon as practical. If SELACO WDB determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at www.eeoc.gov or www.dfeh.ca.gov

**ACKNOWLEDGEMENT & RECEIPT OF
SELACO WDB'S
DISCRIMINATION, HARASSMENT AND RETALIATION POLICY**

I acknowledge that I have received, read, and understand the SELACO WDB's Discrimination, Harassment and Retaliation Policy. I agree to abide by and be bound by the rules, provisions and standards set forth in this policy. I further acknowledge that SELACO WDB reserves the right to revise, delete and add to the provisions of the SELACO WDB's Discrimination, Harassment and Retaliation Policy at any time.

Employee Signature

Print Name

Date

[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]

Southeast Los Angeles County Workforce Development Board	Policy # 232
Personnel Policies and Procedures	Date: xx/2024
	Page 1 of 4

DRUG- AND ALCOHOL-FREE WORKPLACE

Scope

This policy applies to all employees and applicants for employment.

Policy

The SELACO WDB is committed to providing a safe, healthy, and efficient workplace for its employees and for the community in which we work. Employees who use, possess, or sell any illegal drugs, or alcohol, either on- or off-the-job, potentially endanger their own safety, the safety of their co-workers, and the safety and welfare of the community. In addition, an employee's use, either on- or off-the-job, of certain over the counter or prescription drugs may also affect an employee's ability to safely perform his/her job and potentially endanger the safety of co-workers and the community. The SELACO WDB also has an interest in ensuring that its employees do not violate Federal or state laws prohibiting the consumption or use of illegal drugs and alcohol. Therefore, the SELACO WDB recognizes that one of its obligations to its employees and the community is to promote and maintain a drug- and alcohol-free workplace.

No employee may manufacture, distribute, possess, or use illegal drugs or alcohol on SELACO WDB premises, in SELACO WDB vehicles, or during work hours. In addition, no employee may report to work or go or remain on duty or on on-call status, while under the influence or impaired by any illegal drug or alcohol.

No employee may be under the unauthorized influence of, or impaired by any legal drug. No employee may use any legal drug that adversely affects the employee's ability to perform his or her job, the safety of other employees or SELACO WDB's welfare, on SELACO WDB premises, in SELACO WDB premises, in SELACO WDB vehicles, or during working hours.

Definitions

Illegal Drug. A drug which is prohibited or restricted by law and an employee's improper use or possession of the drug, regardless of whether such conduct constitutes an illegal act or whether the employee is criminally prosecuted and/or convicted for such conduct.

~~Although the State has legalized marijuana for personal and medicinal purposes, the SELACO WDB is not required to allow the use of marijuana in the workplace. Use is strictly prohibited on SELACO WDB premises and may result in discipline, up to and including immediate termination. This policy represents management guidelines. For more information, please speak to Human Resources.~~

Legal Drug. A drug which is prescribed by a physician or over the counter.

Reasonable Suspicion. Specific observations concerning such circumstances as work performance, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior or speech of the employee; or being involved in a work-related

accident whether or not an injury or property damage results from the accident.

Procedures

- A. Each new and current employee shall receive a copy of the SELACO WDB Drug and Alcohol-Free Workplace Policy. Each employee shall be given a “Receipt and Acknowledgment” form to sign (Attachment 409: SELACO WDB Drug and Alcohol-Free Workplace Policy). This form shall be returned to Human Resources and maintained in each employee’s personnel file.
- B. Candidates selected for employment with the SELACO WDB shall be provided a copy of this policy at employee orientation.
- C. Employees are encouraged to seek voluntary treatment for substance abuse.
- D. If an employee wishes assistance or referral information, he or she should be told to contact their Manager and/or Director. Voluntary inquiries will be maintained in confidence.
- E. If a Manager and/or Director has reasonable suspicion that an employee may be under the influence of, or impaired by illegal drugs or alcohol they may, with the Executive Director’s approval, require an employee to be tested for substance use using the following procedures:
 - i. Manager and/or Director will request an order form from Human Resources to take the employee to Southern Medical Immediate Medical Center (Attachment 410: Order Form: Southern California Immediate Medical Center).
 - ii. Manager and/or Director will drive the employee to SELACO’s assigned medical facility or will order a rideshare and be reimbursed for cost. If a rideshare is used, Manager and/or Director must meet the employee at the facility to ensure that test is conducted and to receive the results. In the absence of a Manager and/or Director and due to the nature of the situation, Human Resources or Program Administrator can be assigned to accompany the employee.
 - iii. After testing, either order a rideshare or drive the employee back to the office.
 - iv. If it is determined that the employee is under the influence, or impaired ask for a family member to pick up the employee or order a rideshare. If test is positive, employee can be sent home directly from the facility.
 - v. Advise the employee that they are being sent home for the remainder of the day and are not to return to work until contacted by their Manager and/or Director. They are to assume that they are off work with pay until advised otherwise.

- vi. If employee refuses to cooperate, send them home for the day and plan to meet with the Executive Director to determine corrective action. Note: Because there is suspicion that the employee is under the influence, arrange to have a family member pick the employee up from the office or order a rideshare.
- F. All drug or alcohol tests will be conducted at the medical facility below, using recognized procedural safeguards and confidentiality requirements.
- Southern California Immediate Medical Center
5203 Lakewood Boulevard, Lakewood, CA 90712
Phone: (562) 633-2273
Fax: (562) 633-1796
- G. Refusal by an employee to submit to a drug or alcohol test as required by the agency, or testing positive for illegal drugs or alcohol, will result in disciplinary action, up to and including termination, including immediate termination for a first offense, depending upon the facts and circumstances involved in each situation. A decision to terminate any employee must be approved in advance by the Executive Director (see Termination Policy # 280).
- H. Each employee shall notify the SELACO WDB of any criminal drug status conviction no later than five days after such conviction.
- I. The agency shall take the following action when such notice of conviction is received or when it receives any verifiable information relative to violation of its Drug- and Alcohol-Free Workplace Policy:
- 1) Notify the appropriate agency within ten days after receiving notice from an employee or otherwise receiving actual notice of a criminal drug status conviction.
 - 2) Take personnel action, up to and including termination, if the employee is unable to perform his or her functions.
 - 3) Encourage, according to circumstances, such employee to seek rehabilitation in a substance abuse program.
- J. The use of alcohol at social functions sponsored or supported by the agency where alcohol is served or while entertaining clients and prospective clients is not prohibited when approved in advance by the Executive Director. However, employees must remember their obligation to conduct themselves properly at all times while at social functions and while representing the agency.

Prohibitions

SELACO WDB policy prohibits employees and job applicants from engaging in the following:

Alcohol

- **Use, possession, manufacture, distribution, dispensation or sale of alcohol, or any derivative of alcohol, during SELACO WDB office hours, while on SELACO WDB**

premises, while using SELACO WDB property, and while on SELACO WDB time, unless authorized by the SELACO WDB Chair or Executive Director in writing and in advance.

- Being under the influence of, or impaired by, alcohol, or any derivative of alcohol, during SELACO WDB office hours, while on SELACO WDB premises, while using SELACO WDB property and while on SELACO WDB time.
- Use of alcohol, or any derivative of alcohol, off premises, or on SELACO WDB time, that adversely affects the employee's job performance, the safety of the employee's co-workers, or the SELACO WDB or community's welfare.

Illegal Drugs

- Use, possession, manufacture, distribution, dispensation, or sale of illegal drugs, whether on or off SELACO WDB premises, or on or off SELACO WDB time.
- Being under the influence of, or impaired by, any illegal drug whether on or off SELACO WDB premises, or on or off SELACO WDB time.
- Use, possession, manufacture, distribution, dispensation, or sale of any illegal drug or other controlled substance that violates any existing State or Federal Law.

Marijuana

- Use, possession, manufacture, distribution, dispensation, or sale of marijuana during working hours on or off SELACO WDB premises, even for medicinal purposes.
- Being under the influence of, or impaired by, marijuana during working hours on or off SELACO WDB premises.
- Use or possession of marijuana, being under the influence of or impaired by marijuana on SELACO WDB premises may result in discipline, up to and including immediate termination.

Legal Drugs

- Unauthorized use, possession, manufacture, distribution, dispensation, or sale of any legal drug on SELACO WDB premises, while using SELACO WDB property and on SELACO WDB time.
- Being under the unauthorized influence of, or impaired by, any legal drug during SELACO WDB office hours, on SELACO WDB premises, while using SELACO WDB property, and on SELACO WDB time.
- Unauthorized use of any legal drug that adversely affects the employee's ability to perform his/her job, the safety of other employees, or the SELACO WDB's welfare.

Board Approved 9/24/2020
Revised xx/xx/2024



SELACO WDB DRUG AND ALCOHOL-FREE WORKPLACE POLICY

STATEMENT OF PURPOSE

The SELACO WDB is dedicated to providing a safe, healthy, and efficient workplace for its employees and for the community in which we work. Employees, who use, possess, or sell any illegal drugs, or alcohol, either on or off the job, potentially endanger their own safety, the safety of their co-workers, and the safety and welfare of the community. In addition, an employee's use, either on or off the job, of certain over the counter or prescription drugs (referred to herein as "legal drugs") may also affect an employee's ability to safely perform his/her job and potentially endanger the safety of co-workers and the community. The SELACO WDB also has an interest in ensuring that its employees do not violate Federal or state laws prohibiting the consumption or use of illegal drugs and alcohol. Therefore, the SELACO WDB recognizes that one of its obligations to its employees and the community is to promote and maintain a drug and alcohol-free workplace.

IMPLEMENTATION AND SCOPE

This policy shall apply to all applicants for employment and to all employees of the SELACO WDB. Candidates for employment with the SELACO WDB shall be provided with a copy of this policy before a formal employment offer.

The following provisions apply:

- 1) As a condition of employment, the SELACO WDB requires that employees adhere to a strict policy regarding the use and possession of drugs and alcohol.
- 2) Each new and current employee shall receive a copy of the SELACO WDB's Drug and Alcohol-Free Workplace Policy. All employees will receive an update on the policy annually. All employees are expected to read, understand, and comply with SELACO's Drug and Alcohol-Free Workplace Policy and sign a receipt and acknowledgment form that will be placed in their personnel file.
- 3) The SELACO WDB will provide information to educate employees about:
 - (a) The dangers of substance abuse.
 - (b) The penalties that may be imposed upon employees for substance abuse violations.
 - (c) SELACO WDB's Employee Assistance Program (EAP) that may assist with alcohol and drug problems.
- 4) Each employee shall notify the SELACO WDB of any criminal drug status conviction no later than five (5) days after such conviction.

- 5) The SELACO WDB shall take the following action when such notice of conviction is received or when it receives any verifiable information relative to violation of its policy on Drug and Alcohol-Free Workplace.
- (a) Notify the appropriate government agency within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 - (b) Take personnel action, up to and including termination, if the employee is unable to perform his/her functions.
 - (c) Encourage, according to circumstance, such employees to seek rehabilitation in a substance abuse program.

PROHIBITIONS

SELACO WDB policy prohibits employees and job applicants from engaging in the following:

Alcohol

- Use, possession, manufacture, distribution, dispensation or sale of alcohol, or any derivative of alcohol, during SELACO WDB office hours, while on SELACO WDB premises, while using SELACO WDB property, and while on SELACO WDB time, unless authorized by the SELACO WDB Chair or Executive Director in writing and in advance.
- Being under the influence of, or impaired by, alcohol, or any derivative of alcohol, during SELACO WDB office hours, while on SELACO WDB premises, while using SELACO WDB property and while on SELACO WDB time.
- Use of alcohol, or any derivative of alcohol, off premises, or on SELACO WDB time, that adversely affects the employee's job performance, the safety of the employee's co-workers, or the SELACO WDB or community's welfare.

Illegal Drugs

- Use, possession, manufacture, distribution, dispensation, or sale of illegal drugs, whether on or off SELACO WDB premises, or on or off SELACO WDB time.
- Being under the influence of, or impaired by, any illegal drug whether on or off SELACO WDB premises, or on or off SELACO WDB time.
- Use, possession, manufacture, distribution, dispensation, or sale of any illegal drug or other controlled substance that violates any existing State or Federal Law.

~~Although the State has legalized marijuana for personal and medicinal purposes, the SELACO WDB is not required to allow the use of marijuana in the workplace. Use is strictly prohibited on SELACO WDB premises and may result in discipline, up to and including immediate termination. This policy represents management guidelines. For more information, please speak to Human Resources.~~

Marijuana

- Use, possession, manufacture, distribution, dispensation or sale of marijuana during working hours on or off SELACO WDB premises, even for medicinal purposes.
- Being under the influence of, or impaired by, marijuana during working hours on or off SELACO WDB premises.

- Use or possession of marijuana, being under the influence of or impaired by marijuana on SELACO WDB premises may result in discipline, up to and including immediate termination.

Legal Drugs

- Unauthorized use, possession, manufacture, distribution, dispensation, or sale of any legal drug on SELACO WDB premises, while using SELACO WDB property and on SELACO WDB time.
- Being under the unauthorized influence of, or impaired by, any legal drug during SELACO WDB office hours, on SELACO WDB premises, while using SELACO WDB property, and on SELACO WDB time.
- Unauthorized use of any legal drug that adversely affects the employee's ability to perform his/her job, the safety of other employees, or the SELACO WDB's welfare.

VIOLATIONS OF THIS POLICY

If a Manager and/or Director has reasonable suspicion that an employee may be under the influence of, or impaired by, legal or illegal drugs or alcohol they may, with the Executive Director's approval, require an employee to be tested for substance use. **If an employee refuses to submit to a substance abuse test, when there has been reasonable suspicion that they are under the influence, or impaired, SELACO WDB will inform that employee's emergency contact on file of the situation and come pick the employee up.**

Any employee whom the company believes has violated any portion of this policy is subject to disciplinary action, up to and including immediate termination for first offense.

**PLEASE TURN TO NEXT PAGE
TO COMPLETE ACKNOWLEDGMENT PAGE
AND SUBMIT TO HUMAN RESOURCES.**

SELACO WDB DRUG AND ALCOHOL-FREE WORKPLACE POLICY

ACKNOWLEDGMENT OF RECEIPT

(Read carefully before signing)

Under the Drug and Alcohol-Free Workplace Act of 1988, Public Law 100-690, Title V, Subtitle D, enacted March 18, 1989, all SELACO WDB employees are required to abide by the terms of SELACO WDB’s policy for maintaining a drug and alcohol-free workplace. The SELACO WDB will provide each employee with a copy of the policy.

All SELACO service providers must address the drug and alcohol-free workplace issue as required by the Drug and Alcohol-Free Workplace Act of 1988.

I acknowledge that I have received a copy of SELACO WDB’s Drug and Alcohol-Free Workplace Policy and have been given the opportunity to ask any questions I may have. I hereby agree and abide by every term of this policy. Violation of any portion of SELACO WDB’s Drug and Alcohol-Free Workplace Policy will result in disciplinary action, up to and including termination for the first offense. **If I refuse to submit to a substance abuse test when there has been reasonable suspicion that I am under the influence or impaired, SELACO will inform my emergency contact on file of the situation and to come pick me up.**

_____ Signature	_____ Date
_____ Employee Name (please print)	_____ Position Title

SIGN AND RETURN THIS PAGE TO HR DEPARTMENT.

Southeast Los Angeles County Workforce Development Board	Policy # 321
Personnel Policies and Procedures	Date: xx/2024
	Page 1 of 10

FAMILY CARE AND MEDICAL LEAVES OF ABSENCE

NOTE:

As an employer with less than 50 employees, the SELACO WDB is not required to provide Family/Medical Leave under the Family Medical Leave Act (FMLA) of 1993.

SELACO WDB however, has chosen to continue offering Family/Medical Leave while reserving the right to discontinue such coverage at any time it proves to no longer be feasible.

As an employer of more than 5 employees, the SELACO WDB is covered by the California Family Rights Act (CFRA).

Scope

This policy applies to all employees who have been employed by SELACO WDB for at least 12 months, and have worked at least 1,250 hours in the 12 months immediately preceding the request for leave under this policy and who work at a location which has at least 50 employees within 75 miles.

Policy

Employees may take an unpaid family care leave in accordance with the following guidelines, which are intended to and will be interpreted to accomplish compliance with applicable federal and California law.

Definitions

Family care and/or medical leave of absence. An approved absence available to eligible employees for up to 12 weeks of unpaid leave in any 12-month period under certain circumstances that is critical to the employee's health or the health of the employee's **immediate family or designated person.**

Medical leave. A leave for reason of the employee's own serious health condition, including pregnancy, which renders the employee unable to perform the essential functions of the job.

Family care leave. A leave for reason of (1) to care for a newborn child, (2) the placement of a child with an employee in connection with the adoption or (state-approved) foster care of the child by the employee, or (3) the serious health condition of a child, parent, spouse, or registered domestic partner.

Military Family Leave. A leave for reason of (1) a qualifying exigency of the employee's spouse, son, daughter, or parent who is on covered active duty in the Armed Forces, or (2) to care for a spouse, son, daughter, parent or next of kin who is a covered service member with a serious injury or illness.

Serious health condition. Illness, injury, impairment, or physical or mental condition involving in-patient care or continuing treatment or continuing supervision by a health care provider.

Immediate family member. An immediate family member includes an employee's child(ren), spouse or registered domestic partner, parents, parents-in-law, siblings, siblings-in-law, grandparents, grandparents-in-law, grandchildren, and any other family member who permanently resides in the employee's primary place of residence.

Child. Biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under 18 years old or a dependent adult.

Parent. A biological, foster, or adoptive parent, a stepparent, a legal guardian, a person standing in loco parentis. Parent does not include a parent-in-law.

Designated Person. Any individual related by blood or whose association with the employee is equivalent to a family relation, including registered domestic partners. Employees are limited to designate one person per 12-month period.

Next of Kin. The nearest blood relative other than a parent, child, or spouse who have been granted legal custody (of a service member) by court decree.

Registered Domestic Partner. Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership where all of the following requirements are met:

- Neither person is married to someone else who is a member of another domestic partnership that has not terminated, dissolved or adjudged a nullity.
- The two persons are not related by blood that in a way that would prevent them from being married to each other in California.
- Both persons are at least 18 years of age, except as provided by California law in Section 297.1 of the Family Code.
- Both persons are capable of consenting to the domestic partnership.

Procedures

A. Eligibility

Employees must have been working for SELACO WDB for at least 12 months in total, must have worked at least 1,250 hours during the 12 months preceding the leave request, and must work at a location which at least 50 employees within 75 miles, in order to be eligible for a family care and or/medical leave.

B. Reasons for Leave

- 1) Family care leaves will be available for the following purposes:
 - a) The birth of a child or an adoption of a child or (state-approved) placement of a foster child with an employee. Leave for these purposes must begin within 12 months from the date of birth or placement of the child; and

- b) The care of the employee's parent, child, spouse, or registered domestic partner who has a serious health condition.
- 2) Medical leaves will be available for the employee's own serious health condition, including pregnancy, which renders the employee unable to perform the essential functions of the job. All time off greater than (5) working days which are due to the employee's own serious health condition will be designated as a medical leave, even if the employee has not specifically requested such leave.
- 3) Pregnancy disability leaves will be available for women disabled due to pregnancy, childbirth, or a related medical condition, including prenatal care and severe morning sickness.
- 4) Military family leaves will be available for the following:
 - a) Qualifying exigencies which include:
 - short notice deployment
 - military events/activities related to active duty or call to active duty
 - child care and school activities of service member children
 - to make financial and legal arrangements
 - to care for the military member's parent, if they are incapable of self-care
 - counseling provided by someone other than a health care provider
 - rest and recuperation
 - post deployment activities
 - b) Military caregiver leave to care for a covered service member with a serious injury or illness

C. Duration of Leave

- 1) Eligible employees may be granted a maximum of 12 work weeks of family care and/or medical leave during a 12-month period.
- 2) Family care and medical leave is separate and distinct from pregnancy disability leave available under state law. An employee requesting a pregnancy disability leave under state law is eligible for a leave not to exceed four months during the period of the disability. After the pregnancy disability leave, an employee is then entitled to take a family care leave of up to 12 work weeks to care for the child.
- 3) If both an employee and his/her spouse or registered domestic partner work for SELACO WDB, the combined leaves for the birth, adoption or placement of a child may not exceed 12 work weeks in any 12-month period, except for the amount of leave taken as pregnancy disability leave which will not be counted toward this 12 work week maximum.
- 4) Family care and medical leave for this purpose may be taken intermittently, or in the form of a reduced work schedule, where medically necessary for the care of a serious health condition of an employee, spouse/registered domestic partner, parent, or child.

- a) An intermittent leave for this purpose may be taken in segments of one hour or more, as medically necessary.
 - b) An employee on intermittent leave is expected to schedule the leave to minimize disruptions to SELACO WDB operations, whenever possible.
 - c) Where an employee requests intermittent leave or a reduced work schedule, SELACO WDB may transfer the employee to an alternative position or alter the employee's existing job to better accommodate the employee's need for such leave, so long as the alternative or altered position has the equivalent pay and benefits as the existing job.
 - d) During a pregnancy disability leave, if a temporary transfer is medically advisable (per written certification provided by an employee's health care provider), we will transfer that employee to an alternative or altered position, if the transfer can be reasonably accommodated. We will not create positions, discharge another employee, transfer an employee with less seniority or promote or transfer the employee requesting the transfer, if that employee is not qualified to perform all of the essential duties of the position.
- 5) Family care and medical leave taken for the birth or placement of a child with the employee must generally be taken in segments of no less than two weeks' duration, unless SELACO WDB and the employee agree otherwise. However, SELACO WDB shall grant a request for a family care leave for at least one day but less than two weeks duration on any two occasions during the one-year period following the date of birth or placement of a child with the employee.

D. Terms of Leave – Pay and Use of Paid Leave

- 1) A family care and/ or medical leave are unpaid.
- 2) Employees may elect to use all or some accrued Vacation Time during a family care or medical leave of absence.
- 3) The total amount of permissible family care and/or medical leave, however, will not be extended by the amount of Vacation Time used during the leave. Except to the extent that paid leave is substituted for family care and medical leave, an employee is not entitled to any compensation during the family care and medical leave period.
- 4)

E. Terms of Leave – Benefits

- 1) SELACO WDB will continue making the same contributions towards the employee's health care coverage during the family care and/or medical leave up to a maximum of 12 work weeks during any 12-month period,

- less any weeks already compensated for an employee's own medical leave during that 12-month period, including covered pregnancy disability.
- 2) The employee must continue to pay his/her share of the health care coverage either through:
 - a) continued payroll deductions (if receiving paid Vacation Time);
 - b) payment of the amount of the payroll deduction at the same time as payroll deductions would have been made; or
 - c) payment at the beginning of the leave for the amount of premium expected based on the expected duration of the leave.
 - 3) If an employee elects not to return to work upon completion of an approved unpaid leave of absence, SELACO WDB may recover from employee the cost of any premiums paid to maintain the employee's health coverage even if it was not the employee's choice to continue coverage, unless the failure to return to work was due to one of the following conditions:
 - a) The continuation, recurrence, or onset of a serious health condition that entitles the employee to leave to care for a child, parent, spouse, or registered domestic partner with a serious health condition, or if the employee is unable to perform the functions of the position due to his or her own serious health condition; or
 - b) Other conditions beyond the employee's control that prevents him or her from returning to work.
 - 4) Employees are not entitled to any company paid contributions to employee benefit plans during the leave period, other than for health care coverage. However, an employee may elect to continue such benefits by paying the cost ordinarily paid by SELACO WDB. If the employee does not make payments, the employee will not be covered by the employee benefit plans during the leave period.
 - 5) Employees do not earn additional Vacation Time, holiday pay, or any other benefits while on leave. Employees will not accrue any seniority during a family care and medical leave period.
 - 6) Employees do not lose any employment benefits they have accrued before the leave. They will return to work from a leave with the same seniority and benefits as before the leave began, unless a benefit is used by the employee during the leave, such as accrued Vacation Time.

F. Return to Work

- 1) An employee who has complied with all applicable procedures in this policy, with the exceptions noted in the next two paragraphs, will be reinstated to the position held prior to taking the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment, return to the same or equivalent position is contingent upon the employee's ability to perform all of the essential functions of the job.

- 2) An employee taking a family care and medical leave has no greater right to reinstatement than if that employee had been continuously employed during the leave period. An employee will not be reinstated to the same or an equivalent position if the position he or she held ceased to exist because of a legitimate business reason unrelated to the family care or medical leave. An exception to the return-to-work provisions of this policy will be made if
- 3) the employee on leave is a salaried employee and is among the highest paid 10 percent of the agency's employees within 75 miles, and restoring employment of the employee would result in substantial economic injury to the agency. In this situation, however, the employee will be notified of the agency's intent to deny reinstatement and will be given an opportunity to return to work.
As a condition of returning to work at the conclusion of a medical leave for
- 4) his/her own serious health condition, employees are required to obtain a certification of their medical fitness to resume work.
- 5) SELACO WDB will return an employee to work within two days of his or her request to return to work and submission of written certification of his or her medical fitness to resume work.
- 6) Employees who do not return to work at the end of their approved family care or medical leave will be terminated. Benefit entitlements based on length of service will be calculated as of the last paid workday prior to the start of the unpaid leave of absence.
 - a) Employees who cannot report for work by the end of the maximum leave period because of a recognized disability or a work-related injury, but who request an extension of such leave prior to its expiration, will not automatically be terminated at the end of the maximum leave period, but may receive an extension of their leave if circumstance warrant based on the medical evidence presented to support the requested extension.
 - b) Employees on such approved extended leave who are then able to report for work will be offered the next opening for which they are qualified; that is, the next opening for which they are able to perform the job's essential factions.

G. Procedures to Request Leave of Absence

- 1) Notice to SELACO WDB
 - a) An employee requesting a family care or medical leave of absence should notify manager as soon as they are aware of the need for the leave. Directors will notify Human Resources, which will deliver the appropriate notices to the employee:
 - i) The "Notice of Family Care and Medical Leave and Pregnancy Disability Leave" (Attachment E) is a state-

required notice to be provided to all employees when they request information about family care or medical leaves. In addition, a copy of the Family Care and Medical Leaves of Absence Policy #321 is to be provided to any employee requesting information about these leaves.

- ii) If an employee request leave for pregnancy, childbirth or a related condition, or inquiries about pregnancy disability leaves or transfers, the “Notice of Pregnancy Disability Leave” (Attachment F) is to be provided to her in addition to the Notice and Policy referenced above.
 - b) Employees must provide at least 30 calendar days’ advance written notice where the need is foreseeable, such as the expected birth or placement of a child or planned medical treatment for self or family member.
 - c) If the need is unforeseeable, employees must notify their manager within five (5) days of learning of the need for family care or medical leave.
 - d) Failure to comply with these notice rules may result in the delay of the requested leave until compliance is obtained.
 - e) A “Request for Family Care or Medical Leave” form has been prepared for employees’ use (Attachment A). Employees are to complete and sign the form, keep a copy for themselves and submit the original to Human Resources which will be maintained in the personnel file.
- 2) Response by SELACO WDB
- a) Human Resources will respond in writing to the employee’s request within two (2) business days. Several forms and notices will be completed, as appropriate and given or sent to the employee.
 - b) The “Response to Your Request for a Family Care or Medical Leave of Absence” form (Attachment B) provides the employee with specific information on the on the conditions of the leave. This form must be completed by Human Resources before it is given to the employee.
 - c) The “Insurance Premium Recovery Authorization” form (Attachment C) certifies that an employee acknowledges the agency’s legal right to recover the cost of any premium paid by it to maintain his or her group health care coverage during the leave. It also informs the employee of his or her share of the premium due during and after the leave. It must be completed by Human Resources before it is given to the employee.
 - d) The “Leave Certification Requirements” form (Attachment D) provides the employee with information about the required medical

certification. This form should only be given to an employee with requesting a leave due to the employee's or employee's family member's serious health condition. It requires only the employee's signature.

- e) All of the above forms will be completed as indicated above by Human Resources and submitted to the employee for his or her signature. The employee will keep a copy of the signed forms. The originals will be maintained in the employee's personnel file.
 - f) Where the forms must be sent to the employees (as in cases where the employee is not actively at work), the forms will be sent via registered mail, return receipt requested to the employee's last known home address.
- 3) Medical Certification
- a) For foreseeable leaves, employees must submit, with their "Request for Family Care or Medical Leave", the treating health care provider's certification of the serious health condition.
 - b) When this is not possible, employees must provide the required certification within 15 calendar days after SELACO WDB's request for certification, unless it is not practicable under the circumstances to do so.
 - c) Failure to provide the required certification in a timely manner may result in the denial of the leave until such certification is provided.
 - d) The "Certification of Health Care Provider" form (Attachment G). or any certification from the provider which meets the requirements of e) or f) below, as appropriate, may be used.
 - e) Where the leave is requested because of the employees' own serious health condition, the certification shall include:
 - i) The date the serious condition commenced;
 - ii) The probable duration of the serious medical condition; and
 - iii) A statement that, because of the serious health condition, the employee is unable to perform the essential functions of his or her position with SELACO WDB.
 - f) Where the leave is requested because of a family member's serious health condition, the certification shall include:
 - i) The date the serious health condition commenced;
 - ii) The probable duration of the serious medical condition;
 - iii) The time required for the employee to attend family member; and
 - iv) A statement that the serious health condition warrants a family member's care or supervision during the period of treatment.

- g) Where SELACO WDB has reason to doubt the validity of the certification for an employee who seeks or has been taking a family care leave due to his or her own serious health condition, we may, at our own expense, require the opinion of a second health care provider. If the first and second opinion differs, we may, at our own expense, require that the employee obtain the opinion of a third mutually designated health care provider. The third opinion shall be final and binding on both the agency and the employee.
 - h) If the time period of the leave originally estimated by the health care provider has expired, and additional leave is requested, recertification by a health care provider will be required. Note: Human Resources may ask for certification every 30 days of the leave to substantiate the request of an extended leave.
 - 4) Designation of Leave
 - a) SELACO WDB reserves the right to designate an employee's time off as family care or medical leave if the time off meets the requirements for family cares or medical leave. Such designation may occur even if the employee does not request that the leave designated as family care or medical leave.
 - b) SELACO WDB will inform the employee in writing if the time off is to be designated as family care or medical leave by completing the "Response to Your Request for Family Care or Medical Leave of Absence" form (Attachment B) and delivering or sending it to the employee.
 - c) Whenever possible, SELACO WDB will designate leaves as family care or medical leave within two (2) business days of learning the employee's time off.
- H. California's Paid Family Leave (PFL)
- Eligible employees are covered by California's Paid Family Leave (PFL) benefit. PFL does not provide employees with a protected leave of absence. Rather, PFL provides only partial wage replacement benefits when an employee has been approved for a leave of absence. In order to obtain approval for leave of absence for the reasons below, the employee must contact Human Resources.
- For the birth or placement of a child as defined by the PFL law, for adoption or foster care within one year of the birth or placement of the child; or
 - To care for an immediate family member (spouse, registered domestic partner, child or parent, grandparent, grandchild, sibling and parent-in-law, as defined by PFL law) who is seriously ill and requires care.

NOTE: PFL is a State benefit that is administered by the Employment Development Department (EDD). Employees must apply with EDD to receive PFL benefits. It is not a SELACO WDB-sponsored leave requirement.

- I. Employee Recourse
In addition to SELACO WDB'S Conflict Resolution Policy (#270), the FMLA provides recourse for employees via complaints filed with the secretary of the Department of Labor or a private lawsuit.
- J. Misrepresentation
Any misrepresentations of a leave request or continuation, or disability, will be grounds for disciplinary action up to and including immediate termination.

Board Approved 10/24/2019
Revised 09/24/2020
Revised 07/28/2022
Revised xx/xx/2024

DRAFT

<i>Southeast Los Angeles County Workforce Development Board</i>	Policy # 323
<i>Personnel Policies and Procedures</i>	Date: xx/2024
	Page 1 of 5

PAID AND UNPAID LEAVES OF ABSENCE

Scope

This policy applies to all regular, full-time employees.

Policy

SELACO WDB may provide leaves of absence for personal and other reasons. Where these leaves are governed by state and/or federal law, SELACO WDB intends to administer this policy in accordance with those laws and regulations. See Policy #321 for family care or medical leaves of absence.

Definitions

Leave of Absence. An excused absence without pay longer than five (5) working days.

Military Leave. A leave of absence for active military duty or annual military training.

Jury Duty Leave. A leave of absence to serve on court-ordered jury duty.

Bereavement Leave. A leave of absence due to the death of an immediate family member.

Reproductive Loss Leave. A leave of absence due to reproductive loss.

Immediate family member. An immediate family member includes an employee's child(ren), spouse/registered domestic partner, parents, parents-in-law, siblings, siblings-in-law, grandparents, grandparents-in-law, grandchildren and any other family member who permanently resides in the employee's primary place of residence.

School-Related Leave. A leave of absence in connection with an employee's child(ren)'s school-related activities or suspension.

Personal Leave. A leave of absence for any other personal reason, such as bonafide religious holiday, emergency, other reason as required by law or for personal matters.

Procedures

A. Military Leave

- 1) Military leave will extend for the period the law provides, up to a maximum of five (5) years.
- 2) Employees must give verbal and written advance notice of the need for leave, including submission of a copy of the military orders or other evidence of enlistment in the military.
- 3) Upon completion of military service, employees will be reinstated to their former or a comparable position, with full seniority. In addition to having provided advance notice of leave, employees must meet the following conditions to be reinstated.
 - a) Submission of a certificate of satisfactory completion of military service to their manager; and

- b) Reapplication for their position within:
 - i) 14 days of a leave which lasts 31-180 days, or
 - ii) Within 90 days of a leave which last more than 180 days.
 - 4) Members of the National Guard or any Armed Forces Reserved component may use leave for annually scheduled training duty for the length of time the law provides.
 - a) Employees must notify their manager orally and in writing of the need for military leave.
 - b) If the leave is 30 days or less, employees are required to report to work on the first full regularly scheduled work day following the end of military service.
 - c) If the leave is longer than 30 days or less, employees must apply for reinstatement within the time requirements outlined in 30 above.
 - 5) If eligible, employees may elect to be paid for all or some of a military leave by using accrued Vacation Time.
 - 6) SELACO WBD will continue making the same contributions towards the employee's health care coverage during the military leave up to a maximum of 30 consecutive days. The employee must continue to pay his/her share of the health care coverage, either through:
 - a) continued payroll deductions (if receiving paid Vacation time);
 - b) payment of the amount of the payroll deduction at the same time as payroll deductions would have been made; or
 - c) payment at the beginning of the leave for the total amount of premium due based on the expected duration of the leave.
 - 7) If active service or reserve training is longer than 30 days, employees may elect to continue their coverage through COBRA.
- B. Jury or Witness Duty
- 1) Employees who receive notice of their obligation to serve jury or witness duty shall notify their manager no later than two (2) weeks prior to the start of jury duty. A copy of the summons/subpoena shall be attached to the employee's timesheet for the pay period their jury service occurred.
 - 2) Employees shall be paid their regular rate of pay while on jury or witness duty, up to a maximum of 10 working days when they submit documentation of their jury or witness duty from the court.
 - 3) Employees are to reimburse SELACO WDB for any pay received from the court for jury or witness duty service. Mileage or other transportation reimbursement does not need to be repaid to SELACO WDB.
 - 4) Employees shall report for work on those days or parts of days when excused from jury or witness duty when jury witness duty does not conflict with the employees' work schedule.
 - 5) Jury or witness duty shall be recorded on the employees' timesheet for those dates when jury or witness duty was served. A copy of the jury

summons or the certificate issued by the court for jury service needs to be attached to the employee's timesheet.

- 6) When jury or witness duty extends beyond 10 working days, non-exempt employees will not receive pay for the time missed from work beyond the 10 working days. Exempt employees will be unpaid only for complete weeks of jury or witness duty, beyond 10 working days.

C. Bereavement Leave

- 1) Upon, **and within three (3) months of**, the death of an immediate family member, SELACO WDB will grant a ~~paid~~ leave of absence for up to ~~three (3)~~ **five (5)** working days, ~~These days three (3) of which will be paid at the regular straight-time rate for an eight (8) hour day~~ **and two (2) days unpaid**,
- 2) **The two (2) unpaid days and** additional time off may be taken as Vacation time off, or unpaid, as a personal leave of absence.
- 3) At its discretion, SELACO WDB reserves the right to require proof of the death of the immediate family member such as a memorial service program or an obituary.

D. Reproductive Loss Leave

- 1) **Upon, and within three (3) months of, a reproductive loss event, SELACO WDB will grant an unpaid leave of absence for up to five (5) working days.**
- 2) **Accrued sick leave or accrued vacation time may be used for this leave.**

E. New Parent Leave Act

- 1) Employees may request up to 12 weeks of parental leave after completing at least 12 months of service, provided they have worked at least 12 months of service, provided they have worked at least 1,250 hours during the previous 12-month period to bond with a new child within one year of the child's birth, adoption, or foster care placement.
- 2) Employees shall be provided such leave without pay.

F. School-Related Leave

- 1) A parent or guardian of a child who has been suspended from school will be granted leave without pay to appear at the school in connection with that suspension. The employee must give reasonable notice.
- 2) Employees will be granted 40 hours of leave without pay per year to participate in their children's or dependents' school events. Employees are required to provide notice of at least one (1) week prior to the school activity.

G. Time Off to Vote

- 1) Full-time employees who lack sufficient time outside work hours to vote in local, state and national elections may take up to two hours off work for this purpose.
- 2) Employees requiring time off must notify their manager at least two days before voting day and must present a voters receipt to their manager on return to work from voting.
- 3) Non-exempt employees will not be paid for their time for voting. Exempt employees will receive their full salary as long as they are in compliance with this policy.

- H.** Victim of Domestic Violence or Sexual Assault
- 1) Any employee who is the victim of domestic violence, sexual assault or stalking is allow to take time off, without threat of termination or retaliation to:
 - a. Seek a temporary restraining order or other injunctive relief;
 - b. Seek medical attention;
 - c. Obtain services from a domestic violence shelter or rape crisis center;
 - d. Obtain psychological counseling; and/or
 - e. Participate in safety planning or relocation
 - 2) Under the Healthy Families Act of 2014, an employee may request the use of accrued Paid Sick Time for this.
- I.** Organ and Bone Marrow
- 1) SELACO WDB employees who have exhausted all available sick leave will be permitted to take a leave of absence with pay for the purpose of bone marrow donation not to exceed five business days or organ donation not to exceed 30 business days.
 - 2) An additional unpaid leave of absence, not exceeding 30 business days in a one-year period can be granted to an employee who is an organ donor, for the purpose of donating the employee's organ to another person.
 - 3) In order to receive these leaves of absence, an employee shall provide written verification to the employer that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.
- J.** Personal
- 1) A personal leave of absence to handle compelling personal business may be granted to regular, full-time employees.
 - 2) A personal leave of absence will generally be granted for no more than 30 days. Under some circumstances, the Executive Director may grant a personal leave of up to 90 days.
 - 3) To be considered for a personal leave of absence, the employee must have maintained a satisfactory record of employment with SELACO WDB from a minimum of one year.
 - 4) Employees will be required to use all accrued Vacation Time before a personal leave of absence is granted.
 - 5) A personal leave of absence is approved at the discretion of the employee's immediate manager with the concurrence of the Executive Director.
 - 6) Request for a personal leave of absence must be submitted in writing to the manager at least two (2) weeks prior to the requested commencement date. Requests for extensions for personal leaves of absence must be submitted in writing to the manager at least five (5) working days prior to

- the original expiration date of the leave.
- 7) Upon return from a personal leave of absence, employees will be reinstated in the following priority of position assignment:
 - a) Prior position, if available; or
 - b) A comparable position for which the employee is qualified, if available.
 - 8) If the employee does not accept the offered position upon return from his/her leave of absence, the employee will be considered to have voluntarily terminated his/her employment, effective the day such refusal is made.
 - 9) If no comparable position is available within (30) calendar days from the date employee is ready to return to work, the employee will be terminated from employment as an involuntary termination.

K. Benefits during Leaves

- 1) SELACO WDB will continue making the same contributions towards the employee's health care coverage during the leave up to a maximum of 30 consecutive days. The employee must continue to pay his/her share of the health care coverage, either through:
 - a) Continued payroll deductions (if receiving paid Vacation time);
 - b) Payment of the amount of the payroll deduction at the same time as payroll deductions would have been made; or
 - c) Payment prior to the beginning of the leave for the total amount of premium due based on the expected duration of the leave.
- 2) If the leave lasts longer than 30 days, employees may elect to continue their health care coverage through COBRA.
- 3) Employees who wish to retain benefits other than health care coverage (e.g. life insurance, disability insurance) must pay, prior to the beginning of the leave, the total amount of premium due based on the expected duration of the leave.
- 4) Holidays occurring during leaves of are not considered "paid" holidays, and employees on leave will not be paid for said holidays.
- 5) Vacation Time will not accrue during an unpaid leave of absence.

L. Termination

- 1) Acceptance of other employment while on leave of absence without prior approval will be considered a voluntary termination.
- 2) Falsification of the reasons for going on leave will result in termination.
- 3) See Termination policy (#280) for termination procedures.

Board Approved 10/24/2019
Revised 09/24/2020
Revised xx/xx/2024

Southwest Los Angeles County Workforce Development Board	Policy # 325
Personnel Policies and Procedures	Date: xx/2024
	Page 1 of 2

SICK LEAVE

Scope

This policy applies to all employees.

Policy

SELACO WDB provides paid Sick Leave to employees for their or their family member's preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if a victim of domestic violence, sexual assault or stalking.

A family member is classified as a child (biological, adopted, foster or stepchild), parent (biological, adoptive, foster or stepparent), spouse, registered domestic partner, grandchild, grandparent or sibling.

Procedures

A. Eligibility

All regular, full-time employees are eligible to accrue and use up to twelve (12) days per year of paid Sick Leave.

All other employees (including part-time and temporary employees) who work at least 30 days for SELACO within one year will receive paid Sick Leave only pursuant to the minimum requirements under California State law at an accrual of up to 3 5 days or 24 40 hours of paid Sick Leave per year with no other policy providing additional or different terms of accrual and use of paid Sick Leave.

Employees can begin using accrued sick leave after they have worked for SELACO for 90 days.

B. Accrual of Paid Sick Leave for regular, full-time employees

1) Accrual of paid Sick Leave begins immediately upon hire.

Sick Leave Accrued Per Pay Period	Total Sick Days Per Year
3.70 hours	12 days

2) Accrued paid Sick Leave carries over to the following year.

3) Sick Leave for employees hired before January 1, 2020 will cease to accrue when a maximum of 720 hours is reached.

4) Employees hired on or after January 1, 2020 will cease to accrue when a maximum of 200 hours has been reached.

3) Paid Sick Leave does not accrue during an unpaid leave of absence.

C. Scheduling and Use of Sick Leave

1) If sick leave is planned, as may be the case with scheduled doctor's visits,

- the employee must provide advanced notice.
- 2) If the need to take sick leave is unforeseeable, the employee need only give notice as soon as practical, as may occur in the case of an unexpected illness, health issues or medical emergency.
- D. Termination
- 1) Unused paid Sick Leave accrued will NOT be paid to employee upon termination of employment.

Board Approved 01/23/2020
Revised xx/xx/xxxx


DRAFT



MEMORANDUM

DATE: April 23, 2024

TO: SELACO WDB Executive Committee

FROM: Yolanda L Castro, Executive Director 

RE: Changes to the SELACO WDB's ETP Performance Incentive Structure

Due to a lack of a quorum at the Southeast Los Angeles County Workforce Development Board (SELACO WDB) of Directors' meeting held on March 28, 2024, this item comes to the Executive Committee for review and approval with anticipated ratification at the planned May 23, 2024, SELACO WDB Board of Directors' meeting.

The Employment and Training Panel (ETP) funding the Southeast Los Angeles County Workforce Development Board (SELACO WDB) receives is granted through a competitive process at the State level, and ETP funds have always been funded through a performance-based contract. The ETP Initiative is a very challenging initiative, and it requires aggressive sales to identify ETP eligible businesses and assure the company leadership is willing to remove employees from the "production line" (profit center), in order to provide upskills training in a structured classroom setting. SELACO WDB's performance is based upon the revenue it generates from a \$750,000 contract (current contract amount). The ETP project revenue is earned only when there is confirmation that employee training has been provided and employees are retained on the job for 90 days, earning the ETP Minimum Wage (\$22.66). Reaching success in ETP is much more difficult because it is not grant-based, where funding is received, in advance, to support operations. Despite the complexity of running a performance-based program, the SELACO WDB has managed to maintain a 97% success rate in earning our contract allocations.

A commission rate was established in 2008 as an incentive for our business engagement staff to reach ETP revenue goals. The Business Engagement Specialist (BES) is assigned to support the administrative functions of enrolling, billing and monitoring ETP service activities in addition to conducting aggressive and consistent outreach and recruitment activities. These positions are designed to be salaried plus commission. The last adjustment made to the commission structure was in 2018. Currently, Business Engagement staff, on average, wait over a year before they receive their commission pay. This is the case because the current "Performance Incentive Structure" requires a company contract to hit all performance benchmarks before releasing BES commission payments. BES can request commission payments sooner; however, our current structure requires BES to repay commissions if 100% of the ETP training company's planned performance not met.

The repayment requirement in the current Performance Incentive Structure and the delay

in earning commissions is a demotivator for BES who are investing hours moving a contract forward and not seeing the benefits of earning a commission in a reasonable time frame or faced to pay back a commission when a company, due to no fault of the BES, fails to meet the planned training activity.

Recruiting and retaining BES who have the skills to sell and ability to effectively manage paperwork requirements of ETP, has become extremely difficult, not to mention the competition for quality staff and finding companies suitable for ETP has become extremely challenging due to the State ETP's initiative to increase the number of ETP providers. Currently we have two nearby Community Colleges who have obtained their own ETP contracts with the State, as well as a 14% increase in ETP providers (competition) across the State (ETP is a Statewide initiative).

Considering SELACO WDB's 97% successful completion rate and the significant new competition, SELACO WDB is proposing a slight increase in the commission rate 2% to 3% and revisions in the process in which commissions will be paid to ETP salaried staff assigned to ETP employer engagement activities.

The revision allows for:

1. A 1% increase in the commission rate.
2. Commission to be paid upon the start of company classes. Demonstrating a commitment to ensure payment to BES for their success in securing a company contract and moving forward with training activities.
3. Eliminates the requirement to pay back any commissions earned. The revised structure will no longer be penalizing the BES after they have taken all the necessary steps to kick off a training project, but through no fault of their own, has to pay back a commission because a company decides to train fewer staff, train fewer hours, or cancel a training completely.
4. Establishes a "review" process in the event a "pattern" of "canceled company activities" occurs, impacting SELACO WDB's ability to earn the full allocation of a 2 year contact. The "review" process will identify the need to enhance training for the BES or ensure proper actions are taken, if needed.

Attached for your information is a revised process for SELACO WDB's incentive structure for the ETP project.

Action Required:

Authorize the Executive Director to move forward with the revisions to the current ETP Performance Incentive Structure effective upon board approval.

Performance Incentive Structure for the Employment Training Panel

As traditionally practiced within the ETP structure, Business Engagement Specialists (BES) assigned to business development, are eligible to participate in the Performance Incentive Program.

- 1) Regular staff salary compensates employees for all duties assigned in the Job Description, including “full administrative service” for prospective and enrolled Companies:
 - Business Development (marketing, sales calls, development of contract, coordination of training)
 - ETP Paperwork: Subcontract/Performance Agreement; Pre-Assessment; Data Matrix; Insurance; Master Roster
 - Progress on completion of ETP classes
 - Final Data Matrix after Training
 - Post Assessment: Subcontractor’s final performance against the Pre-Training Assessment

- 2) Performance Incentives can be earned on all training sessions resulting from business leads developed by the BES as part of his/her role of marketing, sales calls, development of contracts and training coordination.

Guidelines:

- 1) Once a Business Engagement Specialist (BES) has a strong lead, he/she will meet with the Department Head to discuss parameters, viability, and the potential funding available for this prospective company. At this time, the Department Head will calculate the total commissions available for incentive payments.
- 2) The BES works with a Company to establish all necessary paperwork leading to a Certification Statement, Pre-Training Assessment, and a Subcontract/Performance Agreement for ETP services.
- 3) The BES works with the Department Head on remaining front-end paperwork necessary for the finalization of the training (Data Matrix, Curriculum Outline, Master Roster, etc.).
- 4) Once the training class starts, the BES will be reimbursed the incentive for the class. The incentive will amount to 3% of the total projected revenue of the class.
- 5) The BES will work with Company representatives to address any out of the ordinary circumstances that can impact successful completion of the planned training hours. Staff will assess the situation and identify alternatives to support successful completion.
- 6) Due to the complexities of operating the ETP program and the time invested to move from Company initial interest, to securing a signed contract and the start of classroom training, the BES will not be penalized or required to payback a commission should, for any reason, an initiated training is not completed successfully.
- 7) However, more than two occurrences of cancelled classes, within a six-month period, will place a hold on commission earnings and will initiate a Department Head review, to assure that the company’s reason for cancelling the class was due to a legitimate business decision and was beyond the control of the BES. In the review process, if the Department Head assesses any deficiencies in the BES’s business engagement practices, the Department Head will establish a re-training plan for the BES to ensure

their forward development and potential for continued success. If the review process results in a determination that the errors were intentional, the Department Head will initiate a disciplinary process.

- 8) Should the Company complete all training and there is greater than a 10% increase in the training hours planned to be completed, a commission adjustment will be made at the end of the training session.
- 9) Incentives will be paid at 3% of the total projected revenue of the session.
- 10) Incentives cannot exceed the budgeted "performance incentive" amount planned for any one contract. Typically, this is approximately \$13,000.

Ordering an incentive payment:

- 1) Performance Incentives will be processed with payroll, during the last payroll period of the month.
- 2) The **ETP Sales Performance Incentive Record** and the most recent copy of the **Training Confirmation Plan** will be submitted as documentation, along with a timecard.
- 3) Performance Incentives will be issued as a check separate from the payroll checks and will include all required standard deductions such as payroll taxes, SDI etc.

ETP Performance Incentive Record

Name:

Date:

Agreement #

Session #

Commission percentage	Total Revenue	Total commissions paid
3.0%	\$19,680.00	\$590.40

Session # Name of Company	Total Hours Planned	Total Revenue	Commission @ 3%
EX. #100- Dekra Lite	800	\$19,680.00	\$590.40
101		\$0.00	\$0.00
102		\$0.00	\$0.00
103		\$0.00	\$0.00
104		\$0.00	\$0.00
105		\$0.00	\$0.00
106		\$0.00	\$0.00
107		\$0.00	\$0.00
108		\$0.00	\$0.00
109		\$0.00	\$0.00
110		\$0.00	\$0.00
111		\$0.00	\$0.00
112		\$0.00	\$0.00
113		\$0.00	\$0.00
114		\$0.00	\$0.00
115		\$0.00	\$0.00
116		\$0.00	\$0.00
117		\$0.00	\$0.00
118		\$0.00	\$0.00
119		\$0.00	\$0.00
120		\$0.00	\$0.00
121		\$0.00	\$0.00
122		\$0.00	\$0.00
123		\$0.00	\$0.00
124		\$0.00	\$0.00
125		\$0.00	\$0.00
126		\$0.00	\$0.00
Totals	800	\$19,680.00	\$590.40

Employee Signature

Date

Manager Approval

Date



MEMORANDUM

DATE: April 23, 2024

TO: SELACO WDB Executive Committee

FROM: Larry Wehage, SELACO WDB Board Chair

RE: Executive Director Contract Renewal

Attached for your review and approval is the Executive Director's employment contract. The consideration of a salary increase of \$10,000 would become effective January 1, 2024.

Action Required:

Approve the Executive Director's employment contract as presented.

**Fourth Amendment to Employment Agreement
Between
Southeast Los Angeles County Workforce Development Board
and
Yolanda Castro**

This Fourth Amendment to the First Amended and Restated Employment Agreement (“Agreement”) is made and entered into this 28th day of March 2024, by and between the Southeast Los Angeles County Workforce Development Board, a California non-profit corporation (SELACO WDB), hereinafter called “Employer,” and Yolanda L. Castro, an individual, hereinafter called “Employee.” Employer and Employee may be referred to in this Agreement collectively as “the Parties.”

WHEREAS, Employee has fulfilled the duties of the position of Executive Director of the SELACO WDB since March 1, 2013, to the satisfaction of Employer; and

WHEREAS, Employee’s original two-year Employment Agreement was renewed for an additional two years under the terms of the First Amended and Restated Employment Agreement, with an expiration date of October 31, 2017 and renewed again for an additional five years through a Second Amendment to Employment Agreement; and

WHEREAS, in January 2023, the Third Amendment to Employee’s Employment Agreement was approved, adjusting Employee’s annual salary and extending the term of Employee’s existing Employment Agreement for an additional five years, until October 31, 2027; and

WHEREAS, Employee and Employer now desire to adjust Employee’s annual salary upon the terms set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

I. Section 5 ("Salary") of the Agreement is amended to read:

Effective January 1, 2024, Employee’s annual salary is \$145,188 (one hundred, forty-five thousand, one hundred and eighty-eight dollars). Employer agrees to pay Employee for her services rendered pursuant hereto, a monthly salary of \$12,099.00, payable at the same time as other employees of Employer are paid, less any legally authorized withholding, such as federal and state taxes.

II. All other terms and conditions of the First Amended and Restated Employment Agreement shall remain the full force and effect, unless otherwise amended in writing.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and duly executed on its behalf by its Chairman of the Board, in triplicate, on the 28th day of March 2024.

Employee has accepted the terms and conditions set forth in this Agreement effective as of the date of her signature below.

SOUTHEAST LOS ANGELES COUNTY WORKFORCE
DEVELOPMENT BOARD

By: _____
Larry Wehage, Chair Date

ATTEST:

By: _____
Ben Espitia, Secretary to the Board

EMPLOYEE:

By: _____
Yolanda L. Castro Date