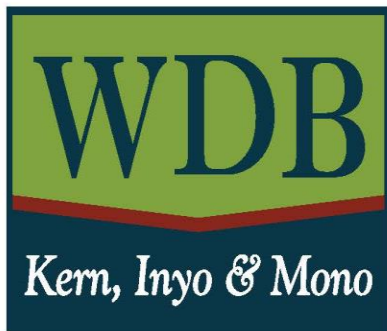




WORKFORCE DEVELOPMENT BOARD



Date: February 18, 2026

Time: 7:00 A.M.

Location: Recruitment Center

1215 Olive Drive Bakersfield, CA



WORKFORCE DEVELOPMENT BOARD

Date: February 18, 2026
Location: Recruitment Center - 1215 Olive Drive
Time: 7:00 a.m.
Dial-in: (831) 296-3421
Access Code: 161 033 804#

- I. Call to Order**
- II. Flag Salute**
- III. Introductions**
- IV. Public Comments**

This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board. Board members may respond briefly to statements made or questions posed. They may ask a question for clarification, make a referral to staff for information, or request staff to report back to the Board at a later meeting. Also, the Board may take action to direct the staff to place a matter of business on a future agenda. Speakers are limited to three minutes.

- V. New Member Introductions**
- VI. New Business**

- 1-4 A. Approval of December 17, 2025, Meeting Minutes – **Action Item**
- 5-13 B. Authorization to Enter into an Agreement with TalentBase LLC for Veteran Workforce Development Services – **Action Item**
- 14 C. Request For Retroactive Approval to Increase Program Year 2025-2026 Subgrant Agreement with Proteus, Inc. for On-The-Job Training Services – **Action Item**
- 15 D. Request For Approval to Apply for The Farmworkers Advancement Program – Program Year 2025-26 – **Action Item**
- 16-27 E. Approval of Adult Education Food Service Program Site at Southeast America's Job Center of California Cafeteria with Kern High School District - Bakersfield Adult School – **Action Item**
- 28-33 F. Transfer of Funds Request – **Action Item**

- VII. Standing Committee Reports**

- A. Program and Business Services Committee
- B. Youth Committee
- C. Executive Committee

- VIII. Committee Chair Discussion Items**

- A. Employer Survey
- B. Board Engagement Survey

- IX. Workforce Industry Discussion**

- Workforce Development Performance Dashboard - <https://www.employerstrainingresource.com/wdb/performance-dashboard-section>

- X. Department Updates – Oral Report**

- A. Budget Update

- XI. Board Member Comments**

- A. Economic Development Report

B. Open Discussion

XII. Miscellaneous Filings to Receive and File – Action Item

- 34-36 A. Employment Development Department Annual Review: 85%
Formula Grant Fiscal Year 2024-25 Final Monitoring Report Dated
February 2, 2026.
- 37-38 B. Draft Program and Business Services Committee January 15,
2026, Meeting Minutes
- 39-40 C. Draft Youth Committee January 20, 2026, Meeting Minutes
- 41-42 D. Draft Executive Committee February 5, 2026, Meeting Minutes
- 43-49 E. Kern, Inyo and Mono Workforce Development Board and
Committee's Attendance Reports
- 50 F. Kern, Inyo and Mono Workforce Development Board and
Committee's Meeting Schedule Calendar Year 2026

XIII. Adjournment

Disabled individuals who need special assistance to attend or participate in a meeting of the Workforce Development Board may request assistance at Employers' Training Resource, 1600 East Belle Terrace, Bakersfield, California, or by calling (661) 336-6849. Every effort will be made to reasonably accommodate individuals with disabilities by making meeting materials available in alternative formats. Requests for assistance should be made at least three (3) working days in advance whenever possible.

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

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

**KERN, INYO AND MONO
WORKFORCE DEVELOPMENT BOARD
DISCUSSION AND ACTION ITEMS
DECEMBER 17, 2025**

Members Present: Brenda Mendivel, Alex Haver, Alissa Reed, Brian Holt, Brandon Evans, Christina Garza, Cody Brooks, Devin Brown, Jason Smoot, Jeremy Tobias, John Moralez, Kelly Bearden, Kenny Spratt, Lizette Gomez, Michele Warren, Mikin Plummer, Norma Rojas-Mora, Priscilla Varela, Richard Chapman, Scott Odlin, Steven Gomez

Members Absent: Clare Pagnini, Greg Knittel, Laura Barnes*, Mike Beaumont, Randy martin, Robert Watson, Season Susko

Staff Present: Danette Williams, Candy Gettman, Jasmine Guerra, Berenice Nunez, Anne Meert, Michael Saltz, Simone Bellanger, Olga Madera, Veronia Pacheco, Jeremy Shumaker.

Guest Present: Fernanda Mendoza, Esbeydy Ruvalcaba, Monia Beaudette, Gary Beaudette, Alyssa Cervantes, Joshua Rudnick, Magda Menendez, Julian Najorie, Priscilla Sanchez.

*Unexcused

Brenda Mendivel called the meeting to order at 7:05 a.m

Introduction

Staff and guests introduced themselves.

Public Comments

There were no public comments.

New Member Introductions

Devin Brown, Mikin Plummer, and Kenny Spratt introduced themselves as new members to the Workforce Development Board.

Consent Agenda – Action Item

Brenda Mendivel made a motion to approve the items listed under the consent agenda.

- Approval of September 24, 2025, Meeting Minutes

- Request For Retroactive Approval to Apply for The Employment and Training Pathways Program – Program Year 2025-26
- Authorization to Issue Request for Refunding for Workforce Innovation and Opportunity Act
- Adult, Dislocated Worker, and Combined Programs for Program Year 2026-2027
- Authorization to Issue Request for Refunding for Workforce Innovation and Opportunity Act
- Comprehensive Youth Programs for Program Year 2026-2027
- Workforce Development Board Composition – Resignation, Nomination and Appointments
- Workforce Development Board – Standing Committees’ Composition

Norma Rojas-Mora seconded the motion. The Board voted unanimously, all ayes. The motion carried.

Proposed Kern, Inyo, Mono Workforce Development Board Meeting and Standing Committees Schedule Calendar Year 2026

Brandon requested the Board adopt the proposed Kern, Inyo and Mono Workforce Development Board Meeting and Standing Committees Schedule Calendar Year 2026 dates. Board members discussed alternate times and dates for the upcoming calendar and voted to proceed with a meeting time to commence at 7:00 a.m for the 2026 calendar.

Brenda Mendivel made a motion to approve, and Norma Rojas-Mora seconded the motion. The Board voted unanimously, all ayes. The motion carried.

Election of Workforce Development Officers

The next item for discussion was the election of Workforce Development Board Officers. Brandon informed the Board that Acting Chair Brenda Mendivel had expressed interest in continuing in the role for 2026; Norma Rojas-Mora, Acting Chair of the Youth Committee, had expressed interest in continuing in her role; and Lizette Gomez had expressed interest in serving as Vice Chair. Brandon asked if there were any additional nominations for consideration. There were no additional nominations.

Scott Odlin made a motion to approve the recommended slate of Workforce Development Board Officers. Devin Brown seconded the motion. The motion carried unanimously, all ayes.

One-Stop Operator Report

Gary Beaudette introduced himself as the One-Stop Operator and provided the Board with a presentation outlining the roles and responsibilities of the One-Stop Operator. Mr. Beaudette stated that the primary responsibilities include facilitating local plan discussions and ensuring alignment with State objectives, including demand-driven skills attainment and coordinated program and service delivery to support upward mobility.

Mr. Beaudette also informed the Board of ongoing initiatives to improve meeting attendance through enhanced outreach efforts, guest speakers, and the inclusion of micro-training segments. He highlighted key accomplishments to date and outlined priorities for the upcoming year, which include the development of a centralized electronic referral system, enhancing the value of meetings, increasing and stabilizing partner attendance, and establishing key performance indicators for the America's Job Center of California (AJCC) team.

Standing Committee Reports – Oral Report

Each Chair of the standing committees gave a summary of what transpired during their respective meetings.

- Program and Business Services Committee — Brenda Mendivel
- Youth Committee — Norma Rojas-Mora
- Executive Committee — Brenda Mendivel

Committee Chair Discussion Items

- Frequency of Meetings
- Site Visits
- Board Engagement
- Board Sub-Committees

Workforce Industry Discussion

Brandon presented an overview of the ETR Performance Dashboard and highlighted trends related to training programs, participant demographics, and Program Year 2023–2024 performance measures. Board members requested that acronyms be spelled out within the dashboard to enhance clarity and ensure a more user-friendly experience.

Department Updates – Oral Report

Veronica Pacheco served as proxy for Linda Lara and provided the Board with a budget update. Brandon provided an update regarding the upcoming California Workforce Development Board Executive Director visit and stated that he would be contacting Board members to coordinate the visit itinerary.

Board Member Comment

Kelly Bearden presented an economic development report regarding the Small Business Development Center. Mr. Bearden reported that the Center received grant funding to support artificial intelligence research and has hired fourteen (14) interns to conduct research in the AI space.

Richard Chapman presented an economic development report on Kern Economic Development Corporation activities, including current projects and events, and provided a brief overview of Senate Bill 237 (SB 237).

Miscellaneous Filings to Receive and File – Action Item

- Status of Subgrantee Audits
- Draft Program and Business Services Committee November 6, 2025, Meeting Minutes
- Draft Youth Committee November 12, 2025, Meeting Minutes
- Draft Executive Committee December 2, 2025, Meeting Minutes
- Kern, Inyo and Mono Workforce Development Board and Committee's Attendance Reports
- First Quarter Enrollment Plan vs. Actual September 2025
- October - December 2025 Marketing Presentation

Adjournment

Meeting adjourned 8:43 a.m.



February 18, 2026

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

**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH TALENTBASE LLC FOR
VETERAN WORKFORCE DEVELOPMENT SERVICES**

Dear Board Member:

Employers' Training Resource (ETR) is seeking your approval to enter into an agreement with TalentBase LLC on a sole source basis for the provision of Veteran focused workforce development services. The term of the agreement will be from March 1, 2026 through June 30, 2027 in the amount of one hundred twelve thousand dollars (\$112,000).

ETR is committed to expanding Veteran services in the community and ensuring full alignment with the Workforce Innovation and Opportunity Act (WIOA) Priority of Service requirements for Veterans and eligible spouses. TalentBase LLC, a Veteran-owned small business based in Bakersfield, provides individualized career navigation, job readiness support, and employer engagement services tailored to Veterans and other job seekers. Their specialized experience in Veteran-focused outreach, combined with their existing partnerships with agencies vested in supporting Veterans, makes them uniquely positioned to broaden access to meaningful training and employment opportunities for WIOA-eligible Veterans. ETR will provide eligibility determinations, case management, and coordination of WIOA-funded services to ensure participants receive appropriate support. Together, ETR and TalentBase LLC will strengthen the region's Veteran workforce pipeline by increasing outreach and employer participation, improving access to resources, and enhancing ETR's capacity to effectively serve the Veteran community.

Therefore, IT IS RECOMMENDED that your Board authorize ETR to enter into an agreement with TalentBase LLC, on a sole source basis for the provision of Veteran focused workforce development services, for the period March 1, 2026 through June 30, 2027, in the amount of one hundred twelve thousand dollars (\$112,000), and the execution of the required agreement documents by the Chief Workforce Development Officer.

Sincerely,


Brandon J. Evans
Chief Workforce Development Officer

BJE:cw

STATEMENT OF WORK (SOW)

Veteran Workforce Representative Services

Kern County Employers' Training Resource (ETR)

Service Provider: TalentBase LLC

Designated Representative: Kenny Spratt, MBA, CWDP

Term: This Statement of Work shall be effective **upon full execution of the agreement** and shall remain in effect through **June 30, 2027**, subject to the availability of grant or public funding.

Purpose

This Statement of Work (SOW) outlines services to be provided by TalentBase LLC ("Service Provider"), through its designated representative Kenny Spratt, to serve as ETR's Veteran Workforce Representative. The Service Provider will increase veteran engagement, strengthen employer participation in WIOA-funded programs, deliver professional development, and represent ETR at veteran and employer-focused events. Services provided under this SOW are advisory, outreach, training, and representation in nature and do not include case management or eligibility determinations. These services provide specialized veteran workforce representation and employer engagement capacity that is not available through existing ETR staffing resources.

Scope of Services

2.1 Employer Outreach & Engagement

The Service Provider shall:

- Represent ETR in employer-facing settings related to veteran hiring and workforce development.
- Educate employers on the value of hiring veterans and priority of service requirements.
- Promote WIOA-funded services (including WEX, OJT, and ITA) to increase employer utilization.
- Develop and maintain employer partnerships supporting training and placement.
- Support employers with onboarding processes related to WIOA-eligible veterans, in coordination with ETR staff.

2.2 Veteran Outreach & Community Representation

The Service Provider shall:

- Conduct outreach at veteran-focused events, educational institutions, and military-connected organizations.

- Increase awareness of ETR services among diverse veteran populations, including women veterans, LGBTQ+ veterans, veterans of color, disabled veterans, homeless veterans, and justice-involved veterans.
- Provide information and referrals to ETR, WIOA programs, and appropriate community resources.

2.3 Veteran Professional Development & Training

The Service Provider shall deliver professional development and training services for veterans and other WIOA-eligible participants, including eligible spouses and dependents as determined by ETR, to support successful entry into and advancement within the civilian workforce.

Services may include workshops, trainings, and individualized coaching in areas such as:

- Resume development and job application support
- Interview preparation and behavioral interviewing
- LinkedIn optimization and professional branding
- Civilian workplace readiness and expectations
- Communication, leadership, and career transition skills

Services may be delivered in in-person, virtual, or hybrid formats and shall be coordinated with ETR regarding facilities, materials, and virtual platforms as needed. The Service Provider shall not perform participant case management or determine eligibility, which remains the responsibility of ETR staff in accordance with WIOA requirements and applicable funding guidelines.

2.4 Metrix Learning Platform Utilization & Credential Alignment

The Service Provider shall support increased utilization of ETR's Metrix Learning platform by aligning engagement, enrollment, and course participation for veterans and other WIOA-eligible participants, including eligible spouses and dependents as determined by ETR, with industry-informed training pathways and employer demand.

Services include:

- Promoting Metrix Learning as a professional development and upskilling resource for WIOA-eligible participants engaged through ETR services and Veteran Workforce outreach activities.
- Coordinating with ETR staff to support participant enrollment into appropriate Metrix Learning courses aligned with priority industries, employer needs, and approved WIOA-funded training pathways.
- Supporting participant orientation to the Metrix Learning platform, including navigation, course expectations, and completion pathways.

- Assisting with coordination related to credential preparation, testing referrals, or enrollment support when aligned with ETR-approved training and testing partners.
- Tracking and reporting Metrix Learning utilization metrics, including enrollments and course completions, for inclusion in monthly, quarterly, and annual reports.

The Service Provider shall not determine participant eligibility, approve training, authorize credentials, or perform case management functions. All eligibility determinations, training approvals, and funding decisions, including eligibility of spouses or dependents, remain the responsibility of ETR staff in accordance with WIOA and applicable program guidelines.

2.5 Program Support & Representation

The Service Provider shall:

- Represent ETR at employer events, community meetings, workforce development convenings, and stakeholder engagements, up to twelve (12) events per contract year unless otherwise agreed in writing.
- Provide subject-matter expertise on veteran hiring, employer engagement, and veteran workforce pipelines.
- Support coordination between ETR staff, employers, and veteran participants.

The Service Provider does not perform participant case management or determine program eligibility, which remain the responsibility of ETR staff.

2.6 Travel & Logistics

- Local travel within Kern County is expected as part of this scope.
- Mileage reimbursement shall align with County policy, if applicable, and must be preapproved.
- Travel outside Kern County requires prior written approval from ETR.

Reporting Requirements

3.1 Monthly Activity Report

Summarizing:

- Employers engaged
- Veterans served
- Events attended
- Professional development delivered
- WIOA-related referrals or enrollments
- Partnership development activities

3.2 Quarterly Outcome Summary

Including:

- Number of employers engaged and newly participating in WIOA programs
- Number of veterans served
- Number of workshops delivered and participant satisfaction indicators
- Recommendations for program improvements or operational adjustments

3.3 Annual Report

A consolidated summary of activities, metrics, outcomes, and strategic recommendations.

Performance Benchmarks (Non-Binding Targets)

Benchmarks are intended to guide performance while allowing flexibility based on program needs, funding availability, participant eligibility determinations, and external conditions. Benchmarks are not guarantees and do not create minimum performance requirements.

Category	Suggested Benchmark
Employer Engagement	5+ new or reactivated employer contacts per quarter
Participants Served	Approximately 20–40 veterans and other WIOA-eligible participants (including eligible spouses and dependents as determined by ETR) reached per month
Professional Development	3–4 workshops per quarter with 80%+ participant satisfaction
Training & Metrix Utilization	Increased utilization of Metrix Learning courses aligned to priority industries and employer demand
WIOA Participation	Year-over-year increase in veteran and eligible participant enrollments and employer utilization of WIOA-funded services

Benchmarks may be adjusted by mutual agreement based on program data or funding requirements.

Deliverables

The Service Provider shall deliver the following in support of ETR's veteran workforce and WIOA objectives:

- **Monthly activity reports** summarizing employer engagement, veterans and other WIOA-eligible participants served (including eligible spouses and dependents as applicable), events attended, professional development delivered, and Metrix Learning utilization support
- **Quarterly performance summaries** highlighting outcomes, trends, and recommendations for increased employer participation and participant engagement

- **Annual year-end report** consolidating activities, metrics, outcomes, and strategic insights
- **Employer outreach and partnership development** focused on veteran and WIOA-eligible hiring pipelines
- **Workshops and training sessions** supporting workforce readiness and skill development
- **Support for Metrix Learning utilization**, including outreach, enrollment coordination, and reporting (advisory and coordination only)
- **Representation at approved events** (up to twelve (12) per contract year unless otherwise agreed in writing)

Compensation

Compensation for services under this Statement of Work shall be structured as a **single flat monthly retainer** that covers **all services described in Sections 2 and 3 of this SOW**, including employer outreach, veteran and community engagement, professional development and training, Metrix Learning utilization support, coordination, reporting, and representation activities.

Monthly Retainer: \$7,000

The monthly retainer represents full compensation for the scope of work outlined in this SOW. No separate hourly, daily, event-based, or overage fees shall apply unless the scope of work is materially modified by written agreement of both parties.

Invoicing and Payment Terms

- Invoices shall be submitted monthly, no later than the **5th business day of the following month**
- Payment terms shall be **Net 30 days**, subject to County payment procedures
- Compensation is subject to the availability of grant or public funding and compliance with ETR and County requirements.

Modification & Termination

- **Termination for Convenience:** Either party may terminate with thirty (30) days' written notice.
- **Termination for Cause:** Either party may terminate for material breach not cured within fifteen (15) days.
- **Modifications:** Must be made in writing and mutually agreed upon.
- **Suspension of Services:** ETR may temporarily suspend services due to funding or programmatic needs.

Confidentiality & Conduct

The Service Provider shall:

- Maintain strict confidentiality of participant records, employer information, and program data.
- Represent ETR professionally and responsibly in all public-facing activities.
- Comply with all applicable workforce, County, State, and WIOA requirements.

Independent Contractor Status

TalentBase LLC is an independent contractor. No employer–employee relationship is created. The Service Provider is responsible for all applicable taxes, insurance, and business obligations.

Acceptance

This SOW becomes effective upon execution as part of the broader services agreement between ETR and TalentBase LLC and governs all services delivered under the agreement.

TalentBase: Summary of Differentiation

1. Structured Workforce Intermediary Function

TalentBase operates as a programmatic workforce intermediary, not a case management, training referral, or placement provider. Our role is to design and operate the employer-integrated pipeline that sits between workforce services and sustained employment outcomes. ETR administers and brokers services; TalentBase operates the pipeline architecture itself.

2. Employer-Demand-Driven, Cohort-Based Model with Conversion Intent

Veterans CareerBridge is delivered through recurring, bi-monthly cohorts aligned to real-time employer demand and hiring windows. Employers participate as registered program sponsors and are embedded throughout the process with an explicit conversion-to-hire objective. ETR and its vendors do not operate recurring, employer-embedded cohorts due to their neutral service delivery role.

3. Employer-Aligned Professional Readiness (Phase 1)

During Phase 1, TalentBase delivers tailored professional readiness and career development designed specifically for military-connected participants transitioning into civilian, employer-defined roles. This is not skills training or credential instruction. It focuses on role translation, expectation alignment, professional communication norms, interview readiness, and workplace assimilation. As part of this phase, TalentBase coordinates direct engagement with employer sponsors and community supporters, allowing participants to interact with organizations, understand workplace culture, and align expectations early in the process. This structured readiness phase is required, sequenced, and directly tied to known employer demand.

4. Employer-Coordinated Matching and Interview Execution (Phase 2)

In Phase 2, TalentBase coordinates and schedules interviews between cohort participants and registered employer sponsors. This includes managing interview logistics, sequencing candidates based on readiness and employer criteria, and facilitating a structured matching process. This function goes beyond referral activity and represents active pipeline execution, which differs from traditional workforce service models.

5. Continuous Matching and Re-Engagement Loop

Because the program operates on a bi-monthly cadence, WIOA-eligible participants who are not initially matched to an offer do not exit the system. Instead, they receive direct employer-informed feedback, targeted 1:1 professional development, and are systematically re-integrated into subsequent matching cycles until alignment and conversion occur. This closed-loop model contrasts with one-time referral or placement approaches.

6. Employer-Aligned Credential Execution (Outside WIOA Mechanics)

TalentBase actively coordinates and executes industry-recognized credential exams

aligned to employer demand, including scheduling, sequencing, and exam logistics. This execution function operates outside standard WIOA eligibility and ITA timelines and removes practical barriers for both employers and participants.

7. Post-Placement Professional Development, Assimilation, and Early-Tenure Stabilization (Phase 3)

During Phase 3, TalentBase continues to provide professional development and structured post-placement support focused on workplace assimilation, expectation alignment, and early-tenure stabilization for military-connected hires. Existing workforce services typically conclude at placement or training completion and do not include continued early employment support.

8. Embedded Community Integration as a Program Requirement

Community-based veteran integration is a required component of TalentBase's intake and program model, with structured coordination alongside local veteran-serving organizations. This function addresses transition and persistence challenges that fall outside the scope of traditional workforce providers.

9. Complementary, Non-Duplicative Role

TalentBase does not perform AJCC intake, eligibility determination, WIOA case management, or training delivery. Our services are intentionally designed to complement ETR's existing operations by addressing employer-integrated pipeline execution, professional readiness, matching coordination, and stabilization functions that are not otherwise provided.



February 18, 2026

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

REQUEST FOR RETROACTIVE APPROVAL TO INCREASE PROGRAM YEAR 2025-2026 SUBGRANT AGREEMENT WITH PROTEUS, INC. FOR ON-THE-JOB TRAINING SERVICES

Dear Board Member:

Under the Workforce Innovation and Opportunity Act (WIOA) guidelines, service providers are procured through a Request for Proposals (RFP) every four years, with refunding allowed for up to three subsequent program years upon Board approval. Employers' Training Resource (ETR) issued an RFP on March 9, 2023, for Program Year 2023–2024, and your Board approved refunding for PY 2024–2025 and PY 2025–2026.

On May 28, 2025, your Board approved funding for Proteus, Inc., the provider of Career Services for the Delano AJCC which includes On-the-Job Training (OJT) totaling \$781,310. The original funding amount is listed below:

- Proteus, Inc. - WIOA AJCC Operations/Direct Placements - \$307,073
- Proteus, Inc. - On-the-Job Training Operations - \$340,000
- Proteus, Inc. - Delano/Northern Kern County Area Paid Work Experience - \$134,237

Due to the exhaustion of funds and to ensure continued support for OJT placements in the Delano area, an additional amount of \$60,000 in Adult and Dislocated Worker funds has been requested to fund OJTs bringing the new total to:

- Proteus, Inc. - On-the-Job Training operations - \$400,000.

Therefore, IT IS RECOMMENDED that your Board retroactively approve an increase in the amount of \$60,000 to Proteus, Inc. for On-the-Job Training services.

Sincerely,


Brandon J. Evans
Chief Workforce Development Officer
BJE:pg



February 18, 2026

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

REQUEST FOR APPROVAL TO APPLY FOR THE FARMWORKERS ADVANCEMENT PROGRAM – PROGRAM YEAR 2025-26

Dear Board Member:

This letter is to inform you that Employers' Training Resource (ETR) will be applying for grant funding from the Farmworkers Advancement Program (FAP) Program Year (PY) 2025-26 on behalf of the Kern/Inyo/Mono Consortium. This program is being funded by the Workforce Innovation and Opportunity Act (WIOA) Governor's Discretionary funds through the California Employment Development Department (EDD). The purpose of the grant is to research, design, and implement projects that focus exclusively on farmworker needs at a regional level by offering essential skills and upskilling training to either advance in the agricultural industry and/or prepare for advancement outside of the agricultural sector.

Partnering with ETR for the provision of services for the grant include the Kern High School District – Bakersfield Adult School, Cazador Consulting Group, Inc., Proteus, Inc., and JobWorks, Inc. The competitive proposal is due to the EDD on March 2, 2026, and the estimated project start date is June 2026. ETR will apply for \$1,000,000 to serve 110 farmworkers. The grant does require a 20% funding match, which ETR plans to meet by leveraging employer matching funds through the On-The-Job-Training (OJT) program, along with co-enrolling participants in WIOA Title I Adult (WIOA 201). The grant period of performance is 18-24 months.

Therefore, IT IS RECOMMENDED that your Board authorize the submission of the grant application, and, if awarded, the execution of the required grant documents by the Chief Workforce Development Officer.

Sincerely,

Brandon J. Evans
Chief Workforce Development Officer

BJE:pg:cw



February 18, 2026

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

**APPROVAL OF ADULT EDUCATION FOOD SERVICE PROGRAM
SITE AT SOUTHEAST AMERICA'S JOB CENTER OF CALIFORNIA CAFETERIA
WITH KERN HIGH SCHOOL DISTRICT - BAKERSFIELD ADULT SCHOOL**

Dear Board Member:

Kern County Employers' Training Resource (ETR) is requesting approval to enter into a three-year Agreement with Kern High School District - Bakersfield Adult School (KHSD-BAS) for the use of the food-vendor service area at the Southeast America's Job Center of California (SE AJCC). Under this Agreement, KHSD-BAS will continue to operate their food service training program, known as Café 1600 out of the SE AJCC kitchen and cafeteria, with the County paying for food purchases and utilizing cafeteria revenue to offset costs.

The term of the Agreement is July 1, 2026 through June 30, 2029.

Therefore, IT IS RECOMMENDED, that your Board approve the attached Agreement with Kern High School District - Bakersfield Adult School for the Adult Education Food Service program site at the Southeast AJCC for an amount not to exceed \$360,000, and authorize the Chief Workforce Development Officer to sign the Agreement.

Sincerely,



Brandon J. Evans
Chief Workforce Development Officer

BJE:ms
Attachment

AGREEMENT FOR ADULT EDUCATION FOOD SERVICE PROGRAM SITE AT

AMERICA'S JOB CENTER OF CALIFORNIA

(County of Kern - Kern High School District)

THIS AGREEMENT is made and entered into on _____ by and between the COUNTY OF KERN, a political subdivision of the State of California, with offices located at 1115 Truxtun Avenue, Bakersfield, California 93301 ("**COUNTY**"), as represented by Kern County Employers' Training Resource (ETR") and the KERN HIGH SCHOOL DISTRICT, a public school district of the State of California, as represented by Bakersfield Adult School ("**BAS**") with principal offices located at 501 South Mt. Vernon Avenue, Bakersfield, California 93307 ("**DISTRICT**"). COUNTY and DISTRICT may be individually referred to as "**Party**" and collectively as "**Parties**".

RECITALS:

WHEREAS, COUNTY operates the America's Job Center of California ("**AJCC**") located at 1600 E. Belle Terrace, Bakersfield, CA 93307 for the benefit of COUNTY residents; and

WHEREAS, DISTRICT is the public high school district in which the AJCC is situated; and

WHEREAS, DISTRICT and COUNTY desire to enter into an agreement whereby DISTRICT shall conduct a BAS training program at the AJCC for the purpose of educating BAS students.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DUTIES AND RESPONSIBILITIES OF DISTRICT

- A. DISTRICT shall conduct a training program in Food Service at the AJCC pursuant to the applicable rules and regulations of the DISTRICT, and other relevant provisions of the Education Code.
- B. DISTRICT will provide students a course of study in Food Service during the fall and spring semesters for the standard school years during the term of the Agreement. Evidence Based Curriculum subjects will be used that can be certified by the DISTRICT through the State of California.

- C. DISTRICT shall provide and incur the cost for up to three (3) certificated teacher(s) and two (2) instructional assistant(s) to carry out the programs.
- D. DISTRICT shall provide and incur the cost for kitchen prep utensils, service ware, flatware, curriculum and related items.
- E. DISTRICT staff and students located at the AJCC will be expected to follow the policies and procedures of the AJCC. This includes but is not limited to general appearance and electronic device usage. Policies and procedures will be provided to DISTRICT staff by ETR.

2. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY will provide the food vendor service area at the AJCC cafeteria, including all current furnishings, for DISTRICT use in conducting the BAS Food Service program.
- B. COUNTY will provide custodial services and other maintenance of the said vendor service area and current furnishings for the BAS training program.
- C. ETR will provide staff to operate the cash register and be responsible for all money matters.

3. DUTIES AND RESPONSIBILITIES OF DISTRICT AND COUNTY

- A. COUNTY and DISTRICT agree to meet as needed to discuss the program or any other topics that might arise.
- 8. Repair and maintenance (R&M) shall be the responsibility of COUNTY and DISTRICT as follows.
 - i. COUNTY shall maintain all structural portions of the premises, exterior and interior, including roof, common areas, plumbing (excluding damages caused by DISTRICT as described below), air conditioning (including periodic changing of air conditioning filters), heating, electrical systems (excluding damages caused by DISTRICT as described below), building and parking lot lighting fixtures, including ballast and lamp replacement, glass replacement, and exterior painting. Maintenance of floor covering shall be the sole responsibility of DISTRICT, including lifting and/or removing and

replacing all furniture. Unless approved by COUNTY in writing, all interior maintenance shall be performed during non-business hours as to not interfere with the services or COUNTY's activities. COUNTY shall be responsible for landscaping, sprinklers, and parking lot maintenance and upkeep. To the extent that DISTRICT or its invitees willfully cause damage to the premises, DISTRICT shall be responsible for such damage. DISTRICT shall, at its sole cost, repair and maintain the premises, the equipment, and its own furniture, fixtures, and equipment ("FF&E") in a clean, sanitary, and safe condition and in compliance with the terms, covenants, and conditions of this Agreement and all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws").

- ii. As of the Execution Date, DISTRICT shall be responsible for cleaning the grease trap quarterly, or when the grease trap is 25% full, whichever comes first. DISTRICT shall utilize the grease barrel and not run grease down the sink or into the plumbing lines. DISTRICT shall be responsible for having the grease barrel relieved when full. DISTRICT shall provide copies of invoices to COUNTY, upon demand by COUNTY, for the disposal of the grease barrel.
- iii. As of the acceptance of the equipment as provided for in section 2 (A) above, and in addition to the DISTRICT's FF&E, maintenance and/or repair of the equipment shall be as follows:
 - (a) DISTRICT, at DISTRICT's sole cost, shall be responsible for the R&M of the equipment for amounts up to One Thousand Dollars (\$1,000) per occurrence. An occurrence shall be defined as one event related to one piece of equipment ("Occurrence").
 - (b) Should the R&M of the equipment cost more than One Thousand Dollars (\$1,000) for an Occurrence, DISTRICT shall pay the first One Thousand Dollars (\$1,000) and COUNTY shall be responsible for the second One Thousand Dollars (\$1,000).
 - (c) For R&M greater than Two Thousand Dollars (\$2,000), DISTRICT shall meet with COUNTY or COUNTY's designee, and confer to develop a plan of action for the R&M. If DISTRICT requests that COUNTY participate in the R&M, and COUNTY, at its sole discretion, cannot or will not participate, which may result in a shortfall in the cost of the R&M, DISTRICT may elect to pay the R&M amount greater than Two Thousand Dollars (\$2,000), at DISTRICT's sole cost, or COUNTY may,

at its sole discretion, replace equipment with an equal or lesser model, or participate in replacement up the lesser model's value.

- (d) If DISTRICT, at DISTRICT's sole discretion, cannot or will not participate in the R&M, DISTRICT may elect to terminate this Agreement by giving COUNTY written notice of its intention to do so no less than 60 days prior to the date that DISTRICT plans to vacate.
- (e) Should DISTRICT endeavor to perform R&M of the equipment, DISTRICT shall be solely responsible for the R&M.
- (f) All R&M shall be to the sole satisfaction of COUNTY.

4. TERM

The term of this Agreement shall be July 1, 2026, through June 30, 2029, unless sooner terminated as herein provided.

5. CONSIDERATION

- A. The total cost to the COUNTY for the term of the agreement shall not exceed Three Hundred Sixty Thousand Dollars (\$360,000), and One Hundred Twenty Thousand Dollars (\$120,000) per school year.
- B. COUNTY will receive the daily revenue from food and beverage sales. This funding will be used to offset COUNTY costs.
- C. COUNTY shall purchase the food inventory and serving supplies based on orders submitted by BAS staff. This will include all ancillary supplies.

6. NEGATION OF PARTNERSHIP/EMPLOYMENT STATUS

- A. In the performance of all services under this Agreement DISTRICT shall be, and acknowledges that DISTRICT is, in fact and law, an independent contractor and not an agent or employee of COUNTY. District has and retains the right to exercise full supervision and control of the manner and methods of providing training services under this Agreement. DISTRICT retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting DISTRICT in the provision of services under this Agreement. DISTRICT shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and

payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

- B. The teacher(s) and instructional assistant(s) provided by DISTRICT to conduct said program shall remain employees of DISTRICT; and COUNTY shall not be liable for any personal injuries or property damage done by or to said teachers and instructional assistants.

7. RECORDS

DISTRICT shall maintain complete and accurate records with respect to the services rendered and the cost incurred under this agreement. Upon request, DISTRICT shall make such records available to the Auditor of Kern County and their agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

8. INDEMNIFICATION

- A. The DISTRICT agrees to indemnify, defend and hold harmless COUNTY and COUNTY's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgements, cost, and expenses (including, but not limited to, reasonable attorneys' fees of COUNTY Counsel and counsel retained by COUNTY, expert fees, cost of staff time and investigation costs) of whatever kind of nature, which arise out of or are in any way connected with any act or omission of DISTRICT or DISTRICT's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of COUNTY and workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of DISTRICT by any person or entity.
- B. The COUNTY agrees to indemnify, defend and hold harmless DISTRICT and DISTRICT's agents, board members, elected and appointed officials and officers, employees, volunteers and

authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgements, cost, and expenses (including, but not limited to, reasonable attorneys' fees of DISTRICT Counsel and counsel retained by DISTRICT, expert fees, cost of staff time and investigation costs) of whatever kind of nature, which arise out of or are in any way connected with any act or omission of COUNTY or COUNTY's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of DISTRICT and workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of COUNTY by any person or entity.

9. INSURANCE

Each Party represents that it is self-insured for all liability and that at all times during the term of this Agreement they shall remain self-insured to pay for claims, including, but not limited to contractual liability, professional liability, general liability, automobile liability, workers' compensation, bodily injury, personal injury, or property damage which may arise as a result of the performance of this Agreement. Each Party agrees to provide the other with a thirty (30) day notice of any reduction or cancellation of such self-insured status. Additionally, each Party represents that it is self-insured for all liability and that at all times during the term of this Agreement it shall remain self-insured to pay for any and all claims relating to or arising out of the use and operation of a Party-owned automobile for purposes of performing the services of this Agreement.

10. TERMINATION/NOTICE

This Agreement may be terminated by either Party upon the giving of written notice at least thirty (30) days prior to the date of such termination by mailing the notice of termination to the other Party's address as follows:

TO DISTRICT: Kern High School District, Attn: Richard J. Ruiz, Director
of Business Service, 501 South Mt. Vernon Avenue, Bakersfield, CA
93307

TO COUNTY: Kern County Employers' Training Resource, Attn:
Brandon J. Evans, Chief Workforce Development Officer, 1600 E. Belle
Terrace, Bakersfield, CA 93307

11. ENTIRE AGREEMENT

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

12. MODIFICATION OF AGREEMENT

This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification. This Agreement shall replace any prior agreements between the Parties hereto on the subject of this Agreement.

13. DRUG FREE WORK PLACE

DISTRICT shall comply with COUNTY's policy of a drug free work place. DISTRICT shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substances, including but not limited to marijuana, heroin, cocaine, and amphetamines the training site. Violation of this provision shall constitute a material breach of this Agreement.

14. SEXUAL HARASSMENT - HOSTILE WORK

DISTRICT has a duty to protect persons performing services hereunder from unwelcome sexual conduct severe or pervasive enough that it alters the condition of employment or creates a hostile work environment. Therefore, DISTRICT must establish and maintain a policy against any and all forms of sexual harassment, to be reviewed by COUNTY.

15. IMMIGRATION REFORM and CONTROL ACT

DISTRICT acknowledges that DISTRICT, and all sub-contractors hired by DISTRICT to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act, ("IRCA"). DISTRICT is and shall remain in compliance with IRCA and shall ensure that any sub-contractor hired by DISTRICT to perform services under this Agreement are in compliance with the IRCA. In addition, DISTRICT agrees to indemnify, defend and hold harmless the COUNTY, its

agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any items that DISTRICT's employees, or the employees of any sub-contractor hire by DISTRICT, are not authorized to work in the United States for DISTRICT or its sub-contractor and/or any other claims based upon alleged IRCA violations committed by DISTRICT or DISTRICT's sub-contractor(s).

16. CONFLICT OF INTEREST

The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq., and Section 87100 et seq., of the Government Code relating to conflict of interest of public officers and employees. DISTRICT agrees that it is unaware of any financial or economic interest of any public officer or employee of the COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist and the inception of this Agreement, the COUNTY may immediately terminate this Agreement by giving written notice thereof. DISTRICT shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

17. CHOICE OF LAW/VENUE

The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

18. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by DISTRICT. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

19. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred upon or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right, or remedy given hereunder, now or hereafter existing by law or in equity or by statute or otherwise and may be enforced concurrently or from time-to-time.

///

20. SEVERABILITY

Should any part, term portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise\be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first instance.

21. COMPLIANCE WITH LAW

DISTRICT shall observe and comply with all applicable County, State and federal laws, ordinances, rules and regulations now in effect or hereafter enacted and as amended from time to time, each of which are hereby made a part hereof and incorporated herein by reference.

22. CAPTIONS AND INTERPRETATION

- A. Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of the Agreement.
- B. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

23. TIME OF ESSENCE

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

24. COUNTERPARTS

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

25. NON-DISCRIMINATION AND FAITHFUL PERFORMANCE

The Parties mutually agree to abide by all federal, State and local laws including, but not limited to, all laws respecting employment discrimination. Each Party further agrees to fully and faithfully perform all covenants and portions of this Agreement, and to not take any action that may be inimical to the other Party's faithful performance hereof.

26. ENTIRE AGREEMENT

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

27. AUTHORITY TO BIND COUNTY

It is understood that DISTRICT, in DISTRICT's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind COUNTY to any agreement or undertaking.

28. NON-COLLUSION CONVENANT

DISTRICT represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with COUNTY. DISTRICT has not received from COUNTY any incentive or special payments, nor considerations not related to the provision of services under this Agreement.

29. SIGNATURE AUTHORITY

Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, the Parties hereto have executed this Agreement on the day and year first hereinabove written.

COUNTY OF KERN

By: _____
Chair, Board of Supervisors
"COUNTY"

APPROVED AS TO CONTENT:
Kern County Employers' Training
Resource

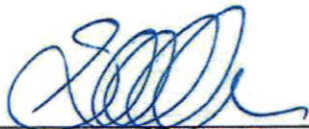
By: _____
Brandon J. Evans, Chief
Workforce Development Officer

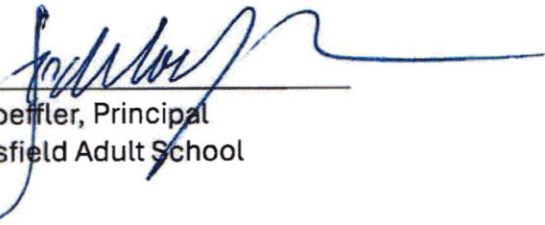
APPROVED AS TO FORM:
Office of County Counsel

By: _____
Joshua H. Rudnick,
Deputy County Counsel

KERN HIGH SCHOOL DISTRICT

By:  _____
Richard Ruiz, Director
Business Services
"DISTRICT"

By:  _____
Scott Odlin, Assistant
Superintendent of Educational Services &
Innovative Programs

By:  _____
Jodi Loeffler, Principal
Bakersfield Adult School



February 18, 2026

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

TRANSFER OF FUNDS REQUEST

Dear Board Member:

The Workforce Innovation and Opportunity Act (WIOA) allows the transfer of funds between the Adult and Dislocated Worker funding streams in order to maximize customer service and provide Local Workforce Development Boards (Local Board) with greater flexibility to meet local needs. Under WIOA Section 133(b)(4), up to 100 percent of Title I Adult and Dislocated Worker funds may be transferred between the two programs upon approval by the State.

The Employment Development Department (EDD) Workforce Services Directive (WSD) 22-09, issued on January 30, 2023, provides the guidance and establishes the procedures regarding the transfer of funds. The transfer request must include the following:

1. Transfer of Funds Request: Describes who is making the request, the transfer amount, and why the transfer is being requested. This document requires signature approval of the Local Area administrator/designee.
2. Participant Plan: Describes how the transfer of funds impacts the Local Area's participants.
3. Budget Plan: Describes how the transfer of funds impacts the Local Area's budget using the plus and minus format.

The Local Area must submit the transfer request in writing to their EDD Regional Advisor. Requests must contain the reason(s)/rationale for the transfer. Local Areas should consider the following when providing a justification for the transfer: changes in planned services to eligible participants; unexpected layoffs requiring additional funds; changes in the goals for serving eligible participants; changes in labor market conditions; the effect of the transfer on jointly funded employment and training programs in the local America's Job Center of California system; the effect on existing agreements for the delivery and/or coordination of employment and training services; the effect on current state and Local

Area employment and training systems; and the effect on the employment and training needs of eligible participants in the Local Area. All transfer requests must be approved and signed off by the Local Board prior to submitting the transfer request to the EDD Regional Advisor.

Based on current workforce training needs in our Local Area, it has become necessary to request a transfer of \$372,194.08 from Dislocated Worker funding to Adult funding for Program Year 2024-2026. Attached are the Transfer of Funds Request documents that will be submitted to the EDD Regional Advisor.

Therefore, IT IS RECOMMENDED that your Board approve the Transfer of Funds Request of \$372,194.08 from Dislocated Worker funding to Adult funding for Program Year 2024-2026.

Sincerely,



Brandon J. Evans
Chief Workforce Development Officer

Attachment

BJE:cw

Transfer of Funds Request

1. Local Area Kern, Inyo and Mono Workforce Development Area

2. Subgrant Number AA511009 3. Request Date 02/18/2026

4. Program Year 24-26 5. Transfer Request No 01

6. Direction of Transfer (Check One):

Adult program to Dislocated Worker program Dislocated Worker program to Adult program

☐ 201 → 299 ☐ 501 → 499

☐ 202 → 200 ☒ 502 → 500

7. Amount of Transfer \$372,194.08

8. Contact Person Jeremy Shumaker

9. Contact Person's Telephone Number 661-635-2758

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

Date of Local Board meeting to discuss transfer 02/18/2026

Date of Local Board meeting to approve transfer 02/18/2026

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

Signature _____

Name _____

Title _____

Date _____

12. Taking into account the factors described under the Transfer of Funds Procedures section on page 4 of the Directive, describe the Local Board's reasoning to request a transfer of funds.

Training needs of eligible participants in the Local Area.

Instructions for Completing the Transfer of Funds Request Form

TRANSFER OF FUNDS REQUEST FORM

- Line 1. Enter the Local Area name.
- Line 2. Enter the subgrant number.
- Line 3. Enter the date of the request
- Line 4. Enter the program year.
- Line 5. Enter the transfer request number for reference purposes. If this is your Local Area's first transfer of funds request enter 01; subsequent requests are 02, 03, etc.
- Line 6. Check the appropriate block regarding the direction of transfer. Only one type of transfer can be entered on each form.
- Line 7. Provide the amount of the transfer. Do not include any amount previously transferred.
- Line 8. Enter the contact person's name.
- Line 9. Enter the contact person's telephone number.
- Line 10. Enter the date of the Local Board meeting during which the transfer request was a specific agenda item with public comment time made available. This is needed to fulfill the "Sunshine Provision" requirement. Also enter the date that the Local Board approved the transfer.
- Line 11. Have the Local Area Administrator/Designee sign the form. Also enter the name of the Local Area Administrator/Designee, title, and the date the Local Area Administrator/Designee signed the Transfer of Funds Request forms.
- Line 12. Provide the reason(s) for the transfer of funds along with any other pertinent data.

Transfer of Funds Request Participant Plan

Local Area: _____	Prepared Date _____
-------------------	---------------------

Enter the number of individuals in each category.

TOTALS FOR PY 20__	ADULT	DW
1. Registered Participants Carried in from PY 2023	318	61
2. New Registered Participants for PY 2024 to 2-11-2026	807	160
3. Total Registered Participants for PY 2024 to 2-11-2026 Line 1 plus 2	1,125	221
4. Exiters for PY 2024 to 2-11-2026	785	161
5. Registered Participants Carried Out to PY 20__(Line 3 minus 4)	340	60

PROGRAM SERVICES		
6. Career Services		
a. Basic Career Services	1,383	352
b. Individualized Career Services	4,266	887
7. Training Services	399	59

Contact Person, Title

Telephone Number

Comments:

Transfer of Funds Request Budget Plan

Local Area <u>Kern, Inyo and Mono Workforce Development Area</u>	Date Prepared _____
--	---------------------

Subgrant Number AA511009
Year of Appropriation 2024

Grant
Code

Adult to DW

☐ 201 → 299

☐ 202 → 200

DW to Adult

☐ 501 → 499

☒ 502 → 500

FUNDING IDENTIFICATION	ADULT	DW
1. Formula Allocation	5,187,214	3,128,632
2. Prior Adjustments - Plus or Minus	0	0
3. Previous Amounts Transferred	0	0
4. Current Amount to be Transferred	372,194	(372,194)
5. TOTAL FUNDS AVAILABLE (Lines 1 through 4)	5,559,408	2,756,438

TOTAL ALLOCATION COST CATEGORY PLAN		
6. Program Services (Lines 6a through 6c)	4,668,493	2,443,575
a. Career Services	2,420,896	1,632,017
b. Training Services	1,467,390	218,761
c. Other	780,207	592,797
7. Administration	518,721	312,863
8. TOTAL (Lines 6 plus 7)	5,187,214	2,756,438

QUARTERLY TOTAL EXPENDITURE PLAN (cumulative)		
9. September 2024	121,652	217,345
10. December 2024	1,606,552	1,036,322
11. March 2025	1,641,573	802,334
12. June 2025	764,528	484,299
13. September 2025	834,702	159,473
14. December 2025	218,208	56,664
15. March 20__		
16. June 20__		

COST COMPLIANCE PLAN (maximum 10%)		
17. % for Administration Expenditures (Line 7/Line 5)	9.33%	11.35%

Contact Person, Title _____

Telephone Number _____

Comments



February 2, 2026

Brandon Evans
Chief Workforce Development Officer
Kern/Inyo/Mono Consortium
1600 E. Belle Terrace
Bakersfield, CA 93307

Dear Brandon Evans:

ANNUAL REVIEW
85% FORMULA GRANT
FISCAL YEAR 2024-25 FINAL MONITORING REPORT

This final monitoring report is to inform you of the results of the Employment Development Department, Compliance Review Office (CRO), Workforce Innovation and Opportunity Act (WIOA), on-site monitoring review of Kern/Inyo/Mono Consortium's (KIM) fiscal and program systems for Program Year (PY) 2024-25.

Our review was conducted under the authority of WIOA, Sections 183(a) and 184(a)(4). The purpose of this review was to determine the level of compliance by KIM with applicable federal and state laws, regulations, policies, and directives related to the WIOA grant activities for PY 2024-25. The KIM was awarded WIOA funds to provide centralized comprehensive workforce services to adults, dislocated workers, youth, and rapid response. The scope of the review covered the period of July 1, 2024, through June 30, 2025.

For the review, we focused on the WIOA 85% Youth and 25% Rapid Response programs. We reviewed policies and procedures, financial reporting, expenditures, cost allocation, indirect cost rate, cash management, internal controls, payroll, procurement, oversight of your subrecipients, property management, Workforce Development Board by-laws and composition, eligibility, case management and supportive services.

The on-site review was conducted by Corey Pruitt from November 3, 2025 through November 7, 2025. The exit conference for this review was held on December 5, 2025. We collected the information for this report through interviews with KIM representatives; and by reviewing applicable policies, procedures, a sample of PY 2024-25 expenditures, and your response to the Annual Review Questionnaire.

FISCAL REVIEW RESULTS

We conclude that we did not identify any areas of KIM not meeting WIOA requirements concerning financial management.

PROCUREMENT REVIEW RESULTS

We conclude that we did not identify any areas of KIM not meeting WIOA requirements concerning procurement.

PROGRAM REVIEW RESULTS

We conclude that we did not identify any areas of KIM not meeting WIOA requirements concerning program management.

TECHNICAL ASSISTANCE

The CRO provided technical assistance during the review to address areas of non-compliance. The KIM was able to remedy the following items prior to the conclusion of the monitoring review:

The CRO found that KIM's Audits and Audit Resolution, Eligible Training Provider List, and Incumbent Worker policies and procedures (P&P) did not include all required language. KIM updated all three P&Ps and provided CRO with the revised P&Ps. The revised P&Ps include all required language, and this item is considered resolved.

SUMMARY

Because the methodology for our monitoring review included sample testing, this report is not a comprehensive assessment of all areas included in our review. It is KIM's responsibility to ensure that the systems, programs, and related activities comply with the WIOA grant program, federal and state regulations, and applicable state directives. Therefore, any deficiencies identified in subsequent reviews, such as an audit, would remain KIM's responsibility.

Please extend our appreciation to your staff for their cooperation and assistance during our review. If you have any questions regarding this report or the review that was conducted, please contact Corey Pruitt, Compliance Monitoring Analyst, at Corey.Pruitt@edd.ca.gov or Mechelle Hayes, Compliance Monitoring Manager, at Mechelle.Hayes@edd.ca.gov.

Sincerely,

Natalie Villanueva

Natalie Villanueva, Chief
Compliance Monitoring and Resolution Section
Compliance Review Office

cc: Scott Couture, KIM
Brenda Duenas, KIM
Brandon Evans, KIM
Candy Gettman, KIM
Ramon Leon, KIM
Jeremy Shumaker, KIM
Gustavo Alatorre
Grant Brouqua
Jennifer Gouvaia
Cynthia Harrington
Mechelle Hayes
Kimberlee Meyer
Corey Pruitt
Tim Reynaga
Kristy Thorpe
Charles Tobia
Natalie Villanueva

**KERN, INYO & MONO WORKFORCE DEVELOPMENT BOARD
PROGRAM AND BUSINESS SERVICES COMMITTEE
DISCUSSION AND ACTION ITEMS
JANUARY 15, 2026**

Members Present: Alissa Reed, Brandon Evans, Brenda Mendivel, Brian Holt, Jeremy Tobias, Kenny Spratt, Linda Parker, Lizette Gomez, Leo Bautista.

Member Absent: Richard Chapman

Staff Present: Candy Gettman, Anne Meert, Michael Saltz, Danette Williams, Marsha Manos.

Guest Present: Joshua Rudnick

The meeting was called to order at 8:05 a.m. by Lizette Gomez.

Introduction

Members, staff, and guests introduced themselves.

Public Comments

No public comments were made.

Approval of November 6, 2025, Meeting Minutes

A motion to approve the minutes was made by Brenda Mendivel and seconded by Alissa Reed. All ayes. Motion passed.

Revised Workplan for The Transformative Climate Communities Grant

Michael Saltz reported revisions to meet budget constraints, enrolling 27 residents in training with job placement for 14. The grant ends June 30, 2028.

Workforce Development Board Chair – Discussion Items

Brenda Mendivel discussed participation in special committees: Site-Visit, Vetting, and Hire Road. She mentioned recruiting efforts would begin.

ETR Director Updates – Discussion Items

Brandon Evans provided updates:

- **Program and Business Services Strategic Planning:** ETS has finalized a working document for tracking KPIs, item will be reviewed by PBS.
- **Local Board Determination Training Approval Process:** Draft documents distributed for review. Brandon asked for the members' input to finalize the documents.
- **Workforce Development Performance Dashboard:** Board members requested comprehensive information, but the website has limited space for widgets. Brandon requested that members consider alternative methods for gathering this information. Brandon stated that he would like to have a subcommittee to review

these items. Candy Gettman, Keny Spratt, Brenda Mendivel, Lizette Gomez, Alissa Reed and Danette Williams volunteered.

- **Site Visits:** Members chose to visit the MC3 program first. Staff will coordinate with Alissa Reed to arrange a date and time for the visit.

Committee Member Comments

There were no additional comments.

Miscellaneous Filings

Motion to receive and file attendance report and 2026 meeting schedule made by Alissa Reed and seconded by Brenda Mendivel. All ayes. Motion passed.

Meeting adjourned at 8:42 a.m.

**KERN, INYO AND MONO
WORKFORCE DEVELOPMENT BOARD
YOUTH COMMITTEE
DISCUSSION AND ACTION ITEMS
JANUARY 20, 2026**

Members Present: Alyssa Cervantes, Brandon Evans, Brian Holt, Dale Countryman, Jovon Dangerfield, Olivia Kent, Priscilla Sanchez, and Priscilla Varela.

Members Absent: Greg Terry, and Norma Rojas-Mora.

Staff Present: Rosalia Adame, Marsha Manos, Scott Couture, Candy Gettman, Jeremy Shumaker, Linda Lara, Diana Hernandez, and Simone Bellanger.

Guests Present: Esbeydy Ruvalcaba, Joshua Rudnick and Joe Cantu,

The meeting was called the meeting to order at 2:02 p.m.

*Unexcused Absence

Introduction

Staff and guests introduced themselves.

Public Comments

There were no public comments.

Approval of November 12, 2025, Meeting Minutes

Olivia Kent moved to approve November 12, 2025, meeting minutes with corrections. Dale Countryman seconded the motion. Brian Holt abstained All Ayes. The motion carried.

Committee Member Reports

Olivia Kent provided the committee with a report on the Bakerfield Youth Jobs Program.

Departmental Updates – Discussion Items

- **Statement of Economic Interests and Code of Conduct:** Members were reminded that their form 700 filing and Code of Conduct are due by April 1, 2026.
- **Youth Agency Quarterly Report:** As of December 31, 2025, youth agencies submitted actual expenditures equal to 27% of the total allocated to youth providers in Program Year 2025-2026. In-School Youth providers expended 33% of their allotted funds and enrolled 55% of their participants into work experience. Out-of-School Youth providers expended 24% of their allotted funds and enrolled 28% of their participants in work experience.
- **EPIC Center Update:** Rosalia Adame provided a report to the members on the EPIC center and potential new partnerships.

Miscellaneous Filings Receive and File – Action Item

There was a motion to receive and file the following documents:

- Youth Committee Attendance Report
- Kern, Inyo and Mono Workforce Development Board and Committees' Meeting Schedule for Calendar Year 2025

Olivia Kent seconded the motion. All ayes. The motion carried.

As there was no further business, the meeting was adjourned at 2:58 p.m.

**KERN, INYO AND MONO
WORKFORCE DEVELOPMENT BOARD
EXECUTIVE COMMITTEE
DISCUSSION AND ACTION ITEMS
FEBRUARY 5, 2026**

Members Present: Alissa Reed, Brandon Evans, Cody Brooks, Greg Knittel, Kelly Bearden, Kristen Watson, Leo Bautista, Lizette Gomez, Michelle Warren, Norma Rojas-Mora, and Season Susko.

Members Absent: Brenda Mendivel, Devin Brown, and Kenny Spratt.

Staff Present: Marsha Manos, Jeremy Shumaker, Chase Wheeler, Danette Williams, Bernice Nunez, Marco Paredes, Danette Williams and Simon Bellenger.

Guests Present: Gary Baudette, and Joshua Rudnick.

The meeting was to order at 8:02 a.m.

*UNEXCUSED ABSENCE

Introduction

Committee members, staff, and guests introduced themselves.

Approval of February 5, 2026, Meeting Minutes

Greg Knittel made a motion to approve the meeting minutes as presented. Alissa Reed seconded the motion. The committee voted unanimously. The motion passed.

Workforce Industry Prompts Discussion – Action Item

Members requested more discussion on the Workforce Development Dashboard.

ETR Director Discussion Items – Oral Report

- **Local Area Designation:** Based on feedback from committee members received the application was split into two components. Adjustments were made to the appeals process. Application will be put on the website.
- **Budgetary Review:** The budget report was distributed. WIOA funds must be spent within two years. Staff are working on a budget transfer from Dislocated Worker funds to Adult funds to use last year's allocation. This request will also go to the WDB for approval. Staff requested the state increase the OJT employer reimbursement rate from 50% to 90%.
Staff is also working on developing DOGWF OJT contract that will pay the participants comparable to what they were earning while working in the oil and gas industry. There was further clarifying discussion on the contracting process and funding. Members questioned the 30% training component and asked for clarification. It was confirmed that we are currently at 27%. Members recalled being told that there was not enough money for training the prior year. It was brought up that it was probably a miscommunication as to what money was

overspent. Brandon clarified how new employers and small businesses could connect with ETR for services available to them.

- **MC3 Site Visit:** Staff will be working with Alissa Reed to confirm a date and time for the board members to visit.
- **WDB Dashboard:** Staff reviewed the dashboard on the ETR website. Staff went over various the structure of the website and demonstrated where various items could be found.

Committee Member Comments

There were no additional comments.

Miscellaneous Filings

Alissa Reed made a motion to receive and file the Workforce Development Board and Committee's Attendance Reports and the Kern, Inyo and Mono Workforce Development Board and Committee's Meeting Schedule Calendar Year 2026. Michelle Warren seconded the motion. The committee voted unanimously to approve the motion. The motion passed.

There was no further business, so the meeting was adjourned at 9:31 a.m.

Kern, Inyo & Mono Workforce Development Board PBS Committee Attendance 2026					
P = Present	U=Unexcused	X=Cancelled			
A = Excused Absence					
Member					
First	Last	PBS	PBS	PBS	PBS
Alissa	Reed	P			
Brandon	Evans	P			
Brenda	Mendivel	P			
Brian	Holt	P			
Jeremy	Tobias	P			
Kenny	Spratt	P			
Linda	Parker*	P			
Lizette	Gomez	P			
Richard	Chapman	A			
Leo	Bautista*	P			
*Non-WDB					

Kern, Inyo & Mono Workforce Development Board PBS Committee Attendance 2025					
P = Present	U=Unexcused	X=Cancelled			
A = Excused Absence		1/16/25	5/7/25	8/14/25	11/6/25
Member					
First	Last	PBS	PBS	PBS	PBS
Alissa	Reed	X	P	P	P
Brandon	Evans	X	P	P	P
Brenda	Mendivel	X	P	P	P
Brian	Holt	X	P	A	P
Jeremy	Tobias	X	A	P	A
Linda	Parker*	X	P	P	P
Richard	Chapman	X	P	A	P
Leo	Bautista*	X	A	A	A
*Non-WDB					

Kern, Inyo & Mono Workforce Development Board Youth Committee Attendance 2026					
P = Present	U=Unexcused	X=Cancelled			
A = Excused Absence					
Member					
First	Last	YC	YC	YC	YC
Alyssa	Cervantes	P			
Brandon	Evans	P			
Brian	Holt	P			
Dale	Countryman*	P			
Greg	Terry*	A			
Jovon	Dangerfield	P			
Norma	Rojas-Mora	A			
Olivia	Kent	P			
Priscilla	Sanchez	P			
Priscilla	Varela	P			
*Non-WDB					

Kern, Inyo & Mono Workforce Development Board Youth Committee Attendance 2025					
P = Present	U=Unexcused	X=Cancelled			
A = Excused Absence		1/24/25	5/7/25	8/20/25	11/12/25
Member					
First	Last	YC	YC	YC	YC
Alyssa	Cervantes				A
Brandon	Evans	X	P	A	P
Brian	Holt	X	P	P	A
Dale	Countryman*	X	P	P	P
David	Villarino*	X	U	REMOVED	
Greg	Terry*	X	U	A	A
Jovon	Dangerfield				A
Karine	Kanikkeberg*	X	RESIGNED		
Leticia	Perez	X	U	RESIGNED	
Norma	Rojas-Mora	X	P	A	P
Olivia	Kent				P
Priscilla	Sanchez		Appt 5/28	P	P
Priscilla	Varela	X	A	P	P
Rosa	Chipres *	X	U	REMOVED	
Todd	Yepez	X	A	A	RESIGNED
*Non-WDB					

Kern, Inyo & Mono Workforce Development Board Executive Committee Attendance 2026						
P = Present	U=Unexcused	X=Cancelled		Special Session		
A = Excused Absence						
Member						
First	Last	EXEC	EXEC	EXEC	EXEC	EXEC
Alissa	Reed	P				
Brandon	Evans	P				
Brenda	Mendivel	A				
Cody	Brooks	P				
Devin	Brown	A				
Greg	Knittel	P				
Kelly	Bearden	P				
Kristen	Watson*	P				
Leo	Bautista**	P				
Lizette	Gomez	P				
Michelle	Warren	P				
Norma	Rojas-Mora	P				
Season	Susko	P				
*Non-WDB						
**Non-WDB as of 10/4/23						

Kern, Inyo & Mono Workforce Development Board Executive Committee Attendance 2025						
P = Present	U=Unexcused	X=Cancelled		Special Session		
A = Excused Absence		2/6/25	5/15/25	5/28/25	9/11/25	12/2/25
Member						
First	Last	EXEC	EXEC	EXEC	EXEC	EXEC
Alissa	Reed	P	P	P	P	P
Brandon	Evans	P	P	P	P	P
Brenda	Mendivel	P	P	P	P	P
Greg	Knittel				P	P
Ian	Journey	P	P	P	RESIGNED	
Kelly	Bearden	U	P	P	P	P
Kristen	Watson*	A	A	P	A	P
Leo	Bautista**	A	P	P	P	P
Lizette	Gomez	P	P	P	P	P
Norma	Rojas-Mora	U	P	P	A	P
Season	Susko				A	P
Todd	Yepez	A	P	P	RESIGNED	
*Non-WDB						
**Non-WDB as of 10/4/23						

Kern, Inyo & Mono Workforce Development Board Attendance 2025					
P = Present	U=Unexcused	X=Cancelled			
A = Excused Absence		2/19/25	5/28/25	9/24/25	12/17/25
Member					
First	Last	WDB	WDB	WDB	WDB
Alex	Haver	P	P	P	P
Alissa	Reed	A	P	P	P
Brandon	Evans	P	P	P	P
Brenda	Mendivel	P	P	P	P
Brian	Holt	P	A	P	P
Bryan	Forrest	P	A	RESIGNED	
Chris	Gonzales	P	A	A	RESIGNED
Christina	Garza	P	P	A	P
Clare	Pagnini				A
Cody	Brooks	P	P	P	P
Devin	Brown				P
Greg	Gutierrez	A	A	RESIGNED	
Greg	Knittel	A	P	P	A
Ian	Journey, Chair	P	P	RESIGNED	
Jason	Smoot				P
Jeremy	Tobias	P	P	P	P
John	Morales	A	P	P	P
Kelly	Bearden	P	P	A	P
Kenny	Spratt				P
Laura	Barnes	A	A	P	A
Lizette	Gomez	P	P	P	P
Michele	Warren	P	P	P	P
Mikin	Plummer				P
Mike	Beaumont	P	P	P	A
Norma	Rojas-Mora	P	P	A	P
Priscilla	Varela	P	P	A	P
Randy	Martin	P	P	A	A
Richard	Chapman	A	P	A	P
Robert	Watson				A
Scott	Odlin	P	P	P	P
Season	Susko	P	A	A	A
Steven	Gomez	A	A	P	P
Todd	Yepez	A	P	RESIGNED	

**KERN, INYO AND MONO
WORKFORCE DEVELOPMENT BOARD AND
COMMITTEES' MEETING SCHEDULE
CALENDAR YEAR 2026**

Program and Business Services Committee

**Employers' Training Resource 1600 E. Belle Terrace
2nd Floor Conference Room**

Thursday, January 15, 2026, 8 a.m.
Thursday, April 23, 2026, 8 a.m.
Thursday, August 13, 2026, 8 a.m.
Thursday, November 5, 2026, 8 a.m.

Youth Committee

**Employers' Training Resource 1600 E. Belle Terrace
2nd Floor Conference Room**

Tuesday, January 20, 2026, 2 p.m.
Wednesday, April 29, 2026, 2 p.m.
Wednesday, August 19, 2026, 2 p.m.
Thursday, November 12, 2026, 2 p.m. (Due to Veterans Holiday)

Executive Committee

Recruitment Center – 1215 Olive Drive

Thursday, February 5, 2026, 8 a.m.
Thursday, May 14, 2026, 8 a.m.
Thursday, September 10, 2026, 8 a.m.
Thursday, December 3, 2026, 8 a.m.

Workforce Development Board

Recruitment Center – 1215 Olive Drive

Wednesday, February 18, 2026, 7 a.m.
Wednesday, May 27, 2026, 7 a.m.
Wednesday, September 23, 2026, 7 a.m.
Wednesday, December 16, 2026, 7 a.m.