

Orange County Workforce Investment Board 5-Year Strategic Local Workforce Plan (2013 - 2017)



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References: Economic Information and Analysis

Orange County Economic Development Strategy (CEDS)

<http://ocwib.org/ceds>

2012/2013 Orange County Workforce Indicators Report

<http://ocwib.org/labor>

2012 Orange County Community Indicators Report

<http://www.scco.edu/img/uploads/happenings/pdfs/CIR2013.pdf>

Introduction

In Partnership with the Orange County Board of Supervisors, the Orange County Workforce Investment Board (OCWIB) oversees Orange County's workforce development activities funded by the federal Workforce Investment Act (WIA)¹ and establishes programs in response to the workforce needs of Orange County, including labor market information, employment and training services, and business assistance. Central to the WIB's ability to provide services is the network of One-Stop Career Centers, satellite centers and youth employment and training programs located throughout the County. The OCWIB designs and implements programs and services for businesses, adult job seekers, dislocated workers and youth, working in close collaboration with education, business, labor, economic development and other organizations with a stake in preparing the County's workers to contribute to our growing economy.

With significant input from business and community partners, the OCWIB has developed this 5-Year Strategic Local Workforce Plan. The Plan describes the Board's commitment to building and maintaining a comprehensive workforce development system for Orange County that is sector-focused, business-responsive and fosters the development and delivery of training and services along career pathways that bridge the gap between skills currently available in the workforce and the needs of growing and emerging sectors of the local economy.

The OCWIB's Local Plan meets the requirements set forth in the federal Workforce Investment Act (WIA) of 1998 along with those promulgated through the State statute that implements the WIA program in California. Furthermore, it complements the California Workforce Investment Board's "Shared Strategy for a Shared Prosperity – California's Strategic Workforce Development Plan: 2012-2017," which promotes the Governor's vision for better aligning and deploying resources to the workforce needs of industries and communities. In addition to meeting these requirements, key features of our Plan include:

Target Audience: While the OCWIB recognizes that the 5-Year Strategic Local Workforce Plan is subject to state-level review, the plan has been written and is structured for a broader audience, including the full range of business, labor, education, social services and community-based stakeholders who support the system. It is also our expectation that the plan will be meaningful to the various business and job seeker who are our system's principal customers.

Planning Research and Analysis: In addition to incorporating within the Plan research and analysis regarding local economic conditions and workforce characteristics, the OCWIB has taken advantage of opportunities to review best practices from organizations across the nation's workforce development delivery system and from allied systems, including business, economic development, education and social services. Evidenced-based and data-driven research and planning provide the foundation for the goals and objectives that comprise the 5-Year Strategic Local Workforce Plan.

Timeline for Achieving Goals and Objectives: The Plan includes specific goals that the OCWIB meet during the five year period that the plan is in effect. Each goal has been categorized as follows:

- Short-Term: Achievable within 1 year.
- Mid-Range: Achievable within 2 to 3 years.
- Long-Term: 4 to 5 years.

¹ With the exception of services provided by the workforce investment boards of City of Anaheim and the City of Santa Ana on behalf of their residents.

Focus of Plan: While the OCWIB's 5-Year Strategic Local Plan highlights current initiatives and past successes, it is not a report, an organizational resume, list of past accomplishments or a mere operational plan. Rather, it is a forward-thinking, aspirational strategic plan, which serves as the target at which the OCWIB's goals and action steps are aimed.

Plan Content and Sequence of Information: Were it solely applicable to the OCWIB, the following would represent a complete Plan. However, the Orange County Economic and Workforce Development Network, which will function as a driver and champion of the Plan, has just begun its work. As the partners work to transform the workforce development system through groundbreaking sector strategies, change will occur. The Plan will evolve, with goals, objectives and action steps being added and additional metrics being layered in.

It should be noted that, based on State content requirements, there is a significant amount of repetition in the Plan narrative. This fact does not in any way diminish the value of the information communicated in the Plan.

Period Covered: The active period for the OCWIB's 5-Year Strategic Local Workforce Plan is 2013 through 2017. As noted within the Plan, the OCWIB anticipates annual modifications based on progress made by the WIB, the Network and Sector Partnerships, which will develop new career pathways approaches.

Section 1 – VISION

Overview

The OCWIB's vision for meeting the workforce development challenges of Orange County is one that emphasizes strategies fostering collaboration across a wide range of stakeholder interests, including those of business, labor, education, social services philanthropy and community organizations. This Plan serves as a road map not only for action, but for future planning. Our vision for workforce development centers on stakeholders' working together to address the skills development and training needs of priority sectors, while ensuring that workers have access to career pathway training to meet those needs.

This section of the plan addresses the following topics:

- The OCWIB's vision for a high performing workforce development delivery system
- Strategic goals for Orange County's workforce system
- System stakeholders
- Overview of the OCWIB stakeholder engagement strategy
- Overview of key sectors
- Commitment to resource development and leveraging to address regional workforce challenges
- Focus on promising sectors
- The OCWIB's priority sectors
- Key strategies in preparing a skilled workforce

The OCWIB Strategic Goals

The strategic goals for the workforce development delivery system managed by the OCWIB are informed by two complementary but distinct sets of locally-developed goals that guide planning and inform action: the WIB's Strategic Plan² and the County's Comprehensive Economic Development Strategy (CEDS). While the former is focused on the specific mandates of the OCWIB pursuant to WIA and State mandates, CEDS is an overarching economic development strategy for the County, which includes various workforce training and

² Hereafter, "The OCWIB Board Plan" to distinguish this plan and its goals from this broader "5-Year Strategic Local Area Plan."

education goals and business assistance objectives that will be addressed by the OCWIB. In 2006, the OCWIB was designated by the Orange County Board of Supervisors as the designee to develop and implement the CEDS. By adopting the core content from the two plans, the 5-Year Strategic Local Area Plan represented herein becomes an effective mechanism for aligning and, in some cases, unifying these goals embedded within the OCWIB Board Plan and CEDS. The Board Plan and CEDS complement the California's Strategic Workforce Development Plan, another major influence of the OCWIB's Local Workforce Plan.

An overview of the goals comprising the Board Plan, CEDS and the State Strategic Workforce Development Plan provides background and a context for understanding the goals that are part of this Plan.

The OCWIB Board Plan (2011–2016): Strategy development that began in 2011, culminated in the 2012 publication of the OCWIB's Board's Plan. Goals contained within this plan include:

1. Serve as a catalyst to enhance Orange County's economic competitiveness by better linking economic and workforce development, and focusing on key industry sectors and small business.
2. Conduct a thorough analysis of its service delivery system, including the use of technology, process improvement approaches, return on investment and customer satisfaction measurement, and staff capacity to increase effectiveness and efficiency.
3. Assess training strategies to identify gaps or needed shifts in skill development. This assessment will serve as the basis for expanding or adding new kinds of training and for investing in new training modalities.
4. Review and deepen the OCWIB youth services over time to ensure that they are meeting the needs of Orange County youth. It will strengthen partnerships with other community organizations to provide a fuller range of services.
5. Increase sharing of labor market and economic research with the education community, to better inform educators about the skills required for the current and future economy and improve education and job training programs.

As described at various points, throughout this Plan, the OCWIB has made progress on several of these goals.

Orange County CEDS (2013 – 2018): As described in detail under Section 2 of this Plan, the Comprehensive Economic Development Strategy (CEDS) is a countywide plan to promote the economic competitiveness of the region.

CEDS is built around the following goals:

1. Advance Lives of Red-Zone³ Residents
2. Provide World-Class Education and Workforce Opportunities
3. Plan for and develop state-of-the-art infrastructure.
4. Promote competitive and growing clusters.
5. Improve Orange County; Economic Competitiveness

In addition, CEDS provides extensive economic data, the analysis of which serves as basis for many of the decision points expressed in this Plan.

³ Economically disadvantaged areas of Orange County that are the targets for specific economic and workforce investment

State Workforce Goals

A recently introduced third set of goals that influence those of the OCWIB's workforce development delivery system are the statewide goals expressed in the California Workforce Investment Board's "Shared Strategy for a Shared Prosperity – California's Strategic Workforce Development Plan: 2012-2017." These include:

1. Business and Industry: Meet the workforce needs of regional economies and high demand industry sectors with the best potential for new jobs.
2. Adults: Increase the number of Californians, including from under-represented demographic groups, who complete at least one year of postsecondary education with a marketable credential or degree, with a special emphasis on veterans, individuals with disabilities, disconnected youth, formerly incarcerated, and other at-risk populations.
3. Youth: Increase the number of high school students, including those from under-represented demographic groups, who graduate prepared for postsecondary education and/or a career.
4. System Alignment and Accountability: Support system alignment, service integration, and continuous improvement through shared data, common participant tracking, and evidence-based policymaking.

Developed by a working group of state and regional stakeholders, these goals communicate the Governor's vision for California's workforce development program over the next five years. To demonstrate alignment with these goals, the "Summary" that concludes each section offers a comparison of the OCWIB's goals to those in the State plan.

The OCWIB Workforce Development Delivery System Strategic Goals: The system goals of this plan are indicated at the end of Sections 1 through 6 and are repeated within the "Summary of Local Plan Goals and Objectives" at the end of this plan narrative.

Orange County Regional Economic and Workforce Development Network

As described and referenced throughout this Plan, the OCWIB has established the Orange County Economic and Workforce Development Network ("the Network") as the vehicle for bringing businesses, labor, education, economic development and others to identify and address the regional workforce challenges, especially as they relate to the key industry clusters of the County. Through periodic meetings and intensive planning sessions, the Network will serve as a hub for dialog, information sharing, planning, and development of resource strategies. Complementing the State vision, the Network's focus will include:

- Identifying key competitive and emerging industries;
- Aligning, coordinating, and integrating Orange County's resources to support the development of industry-specific partnerships in those targeted industries;
- Working to minimize or eliminate policy and administrative barriers to the alignment of multiple public programs and funding streams; and
- Identifying and accessing additional federal, state, private and philanthropic resources to sustain the network, invest in specific programs, and support sector initiatives.

Informing the work of the Network will be Sector Partnerships, which will bring together leaders from business and education, along with other stakeholders, to develop education and training curriculum and programs to meet business demands for skilled labor. For industries identified by the OCWIB as priority sectors, the Sector Partnerships will be responsible for:

- Identifying and articulating current and anticipated skill needs within the industry;
- Mapping out and establishing career pathways in the targeted industry sector;
- Integrating programs and braiding funding streams along career pathways, and providing supportive services for underprepared students and workers;

- Developing training curriculum and/or adjusting existing curriculum;
- Developing common systems to track participant success;
- Providing students and workers with industry valued skills certifications, credentials, and degrees at multiple points along career pathways; and
- Developing other strategies to support industry workforce needs and worker career advancement.

Ultimately, the OCWIB expects that the work of the Network and the Sector Partnerships will enable workers to gain the skills necessary to perform work in the sectors that are driving the Orange County economy.

Focus on Promising Sectors

The following is an overview of information on the sectors that are having the greatest impact on the Orange County economy. Additional economic and sector-specific information is covered in more detail within Section 2 of this plan, "Economic and Workforce Information Analysis."

Orange County's Key Clusters: The following list identifies the top industry clusters identified by the OCWIB, based on growth, multiplier effect and overall influence they exert on the County in terms of wages and economic growth. It should be noted that particularly significant "sub-clusters" within some of these clusters are highlighted within this list. The list was based on an analysis published in the 2012/2013 Annual Workforce Indicators Report and reflects the following growth patterns:

1. **Business and Professional Services:** The provision of specialized services in support of businesses. These include areas such as law, accounting, architecture, computer programming, consulting market research, and advertising.

Management and Administration Sub-Cluster: The establishment and staffing of businesses. These include firms involved with management of companies, administrative support, employment and temporary help services, document preparation, telemarketing companies, collection agencies, credit bureaus, janitorial services, locksmiths, security services, and convention and trade show organizations.
2. **Energy, Environment, and Green Technologies** (an emerging cluster): The field of the future that will utilize high technology in transportation, in the construction and modification of the built environment, in economic development in response to climate change, and will respond to the emerging legislative mandates affecting the economy. Green technologies will include efficiencies and re-use and/or transformation of waste into usable products. Recycling and organizing resources in a new way, will respond to energy needs and shortages while also growing the economy.
3. **FIRE - Finance, Insurance, Real Estate:** Financial operation of the economy through real estate, banking, and insurance. FIRE includes banks, credit unions, mortgage loan originators, insurance companies, rental centers, and real estate offices.
4. **Construction:** Construction, design, and development of buildings and built structures. These include firms involved with housing construction, industrial building construction, utility system construction, highway construction, and specialized contractors (plumbers, electricians, roofers, etc.). In addition, the construction cluster includes components of geospatial architectural research and auto-CAD work.
5. **Healthcare Cluster (Healthcare Services):** These include hospitals, outpatient care centers, family planning centers, home healthcare services, ambulance services, nursing care facilities, social assistance agencies, and intermediate (nursing homes) and residential care facilities.
6. **Information Technology Cluster:** Creation of items used in advanced technology economies. These include computer software, telecommunications, internet service provision, motion pictures, and publishing businesses.

7. **Logistics and Transportation:** The flow of goods, information and other resources, including energy and people, between the point of origin and the point of consumption in order to meet the requirements of consumers (frequently, and originally, military organizations). Logistics involves the integration of information, transportation, and inventory; warehousing, material-handling, and packaging. Logistics and Transportation businesses include wholesalers, railroads, trucking, taxis, and charter bus businesses.

Transportation Sub-Cluster: Transport of goods and commercial transportation such as railroads, air cargo, shipping, trucking, taxis, and charter buses.

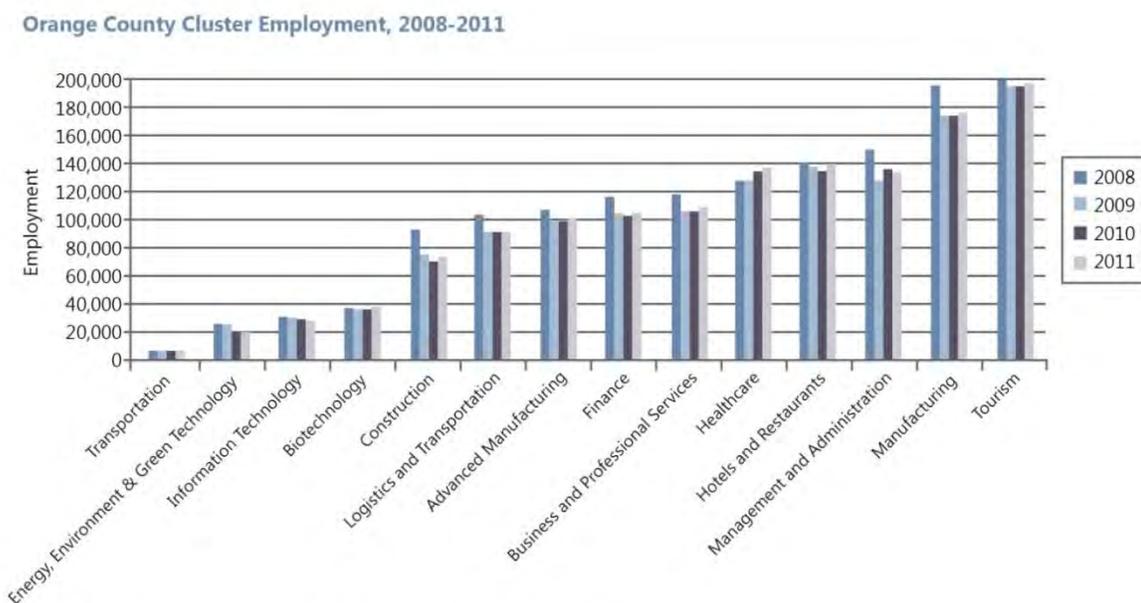
8. **Manufacturing:** Create finished goods from raw materials, such as food products, wood products, apparel, printing, paper, plastics, biotechnology goods, glass, aluminum, semiconductors, transportation items (aerospace, automobiles, boats), and furniture. Of all the clusters on this list, manufacturing is expected to be most affected by retirements of its aging workforce. While the industry is stable (vs. growing), we anticipate that a significant number of positions will become available as retiring workers vacate them.

Advanced Manufacturing Sub-Cluster: Specialize in emerging elements of high-technology manufacturing. These include biotechnology, pharmaceuticals, medical devices, and aerospace.

9. **Biotechnology/Nanotechnology** (an emerging cluster): A future employment cluster which will produce discoveries in biology and technology and mix the two to create new products, services and industries to enhance healthcare and biological care. While pharmaceuticals and medical device manufacturing are two components of this industry, discoveries from the human genome project, nanotechnology, and advances in biological knowledge promise the emergence of fields that can only be imagined now.

10. **Hospitality and Tourism:** Promotion and services for visitors to a particular location. These include hotels, museums, amusement parks, casinos, restaurants, and caterers.

Hospitality Sub-Cluster: Hotels and restaurants within the Tourism industry cluster; the provision of accommodation and hospitality services to visitors such as hotels, restaurants, casinos, and caterers.



Source: OCBC analysis of California Employment Development Department QCEW dataset

Priority Sectors – 2013 through 2015: The OCWIB will initially focus intensively on three industry clusters as part of our sector strategy; information technology, manufacturing: and healthcare. Primarily based on employment growth trends identified in the CEDS report, these three sectors have been determined to hold significant promise for the development of career pathway programs and impacting the overall economy of Orange County.

Summary

To bring our vision for the local workforce development system to life, the OCWIB will convene business, education and other key stakeholders through a regional Network, which will be supported by Sector Partnerships that will initially focus on three priority sectors: IT, manufacturing and healthcare. Through their efforts, the WIB, in partnership with other system stakeholders, will develop career pathway programs that will address skills development across the competency spectrum of careers, from foundational skills to the high level skills needed by managers and technical professionals.

Support for California’s Strategic Vision

The following statement from the California’s Strategic Workforce Development Plan represents state’s objectives for workforce system:

The Governor’s vision calls for a state strategy based on ongoing skills attainment focused on regional growth industry sectors and clusters. By braiding education, training, and employment services together to support these sectors, the workforce system can both effectively address employers’ needs for a high-quality, appropriately skilled workforce and support workers’ needs for well-paid, steady work. This strategy draws on lessons learned from the traditional apprenticeship model -- providing workers maximum employment outcomes through mobility among multiple employers within an industry sector or cluster.

The OCWIB’s vision for the enhancement of the workforce development service delivery system complements and supports California’s Strategic Vision by:

1. Embracing a sector strategy that concentrates on developing career pathways programs for priority sectors in Orange County.
2. Organizing system planning around a network comprised of business, education, labor and stakeholders who are invested in workforce development/
3. Recognizing that our workforce development delivery system will only fully meet local needs when it addresses the needs of business for a skilled workforce, and provides workers well-paid employment with opportunities for career advancement.

Fulfillment of the High-Performance Standards

Below is a summary of how the strategies described herein designate OCWIB as a high performing local board.

The vision describes in this Section complements that State’s vision for California’s workforce system as a whole.

State-prescribed standards that related to local areas’ vision, are prescribed within the State Plan under the heading “Vision, Economic and Workforce Analysis, Strategic Planning and Implementation.” Therefore only some elements of the standard are reflected in the OCWIB’s Vision statement (Section 1 of this plan), while

others are addressed by information in Section 2, Economic and Workforce Analysis. With regard to “vision,” the following evidence demonstrates how the OCWIB is aligned with the State Plan.

1. The Plan Meets the Local Planning Requirements in CUIC Section 14200(c)(SB 698)

- The OCWIB’s vision is forward-thinking and our plan concentrates on strategies and relies on data-driven models than focusing on operating procedures.
- Our vision reflects the priorities of Orange County, but aligns well with and complements the Governor’s vision as reflected in the State Plan.
- The plan was developed with input from the broad range of stakeholders than now comprise the Orange County Economic and Workforce Development Network.

2. The Plan’s Vision is strategic and comprehensive.

- The overall plan and the OCWIB’s vision for workforce development in the County is based on a wide variety of data and on best practices identified from multiple credible sources.
- The plan identifies system goals pertaining to the identification of workforce needs of specific industries.

3. The Plan’s Goals and Objectives are evidenced-based.

- The OCWIB’s plan draws from other sources (CEDS, The Orange County Workforce Indicators Report, and State LMI), including the WIB’s priorities, the State Plan and local economic and workforce analysis.
- The plan relies extensively on research and policy recommendations developed at the national, state and local levels, such as the National Governors Association’s (NGA) recent report, “State Sector Strategies Coming of Age: Implications for State Workforce Policymakers.”

4. Key stakeholders are actively engaged both in the planning and implementation of the local Plan.

- Business, labor, education, economic development, social services and community-based organizations all provided input used to develop the plan.
- Contributions from these stakeholders will continue via their participation in the Network and/or the Sector Partnerships.
- The OCWIB’s plan is a living document. It will be changed to reflect changes in economic conditions, legislative mandates or other significant conditions that may affect workforce development service delivery.

Section 2 – ECONOMIC AND WORKFORCE INFORMATION ANALYSIS

Overview

A sector strategy requires data and analysis that reveals:

- Where the jobs are;
- What skills these require;
- The available skills in the workforce; and
- The gap between what's required and what's available.

The starting point for the OCWIB's development of sector-focused approaches is to gather data reports and analysis in order to make informed decisions about what our sector priorities will be. This section describes our data and decision making process, along with a summary analysis of the capacity of our system and Network partners to meet the opportunities and challenges associated with our strategy.

This section of the plan addresses the following topics:

- Overview of the Orange County economy
- Economic analysis and review process
- Priority sectors
- Workforce skills needed in priority sectors
- Key characteristics of the Orange County workforce
- Overview of system capacity to address challenges and opportunities

Orange County Economy

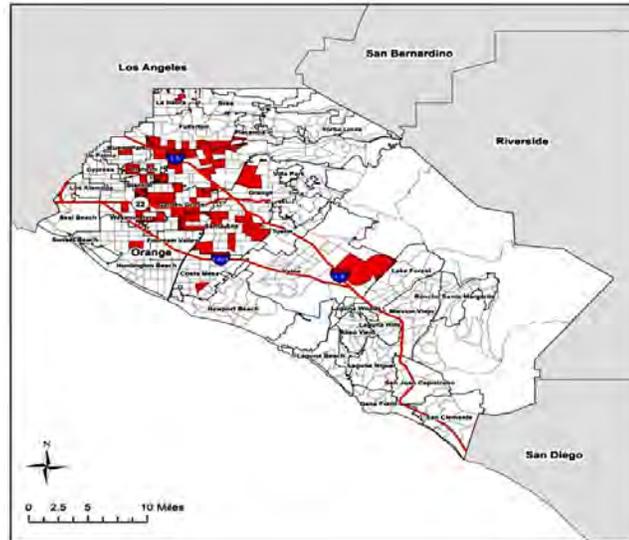
Orange County is located in Southern California, with Los Angeles County to the north, San Diego County to the south, and Riverside and San Bernardino counties to the east. There are 34 cities within the county along with several unincorporated areas. Orange County represents a large, urbanized region in Southern California. With nearly 3.1 million people, Orange County is the fifth largest county in the United States. Despite the difficulties the nation has faced in the wake of the Great Recession, Orange County's employment growth is on par with the national rate, and is performing better than surrounding Southern California counties and the State. Many attractive qualities of Orange County continuously contribute to its gradual upswing: a diverse industry cluster base, high wage industry composition, innovative and entrepreneurial business climate, a comparatively well-educated and skilled workforce, and its advantageous location in the heart of Southern California promoting international trade activity.

Economic Analysis and Review

The principal economic and workforce analysis used as the OCWIB's basis for determining workforce development strategies and sector priorities is the 2013-2018 Comprehensive Economic Development Strategy (CEDs). The CEDs analysis serves as a blueprint and provides a roadmap for how the Orange County economy can move forward over the next five years. It also provides a specific focus on economically disadvantaged "Red Zone" areas. This strategic plan creates the framework for branding Orange County as a separate regional economy with unique demands and specific issues to be addressed through evaluating current needs, economic realities resulting from the Great Recession, and future challenges and opportunities. CEDs' five year strategic plan presents the current condition of the Orange County economy and its impact on those who live and work in Orange County; identifies economically vulnerable areas in which to invest in economic improvement activities; proposes action on issues involving advancing red-zone residents lives, world-class education and workforce opportunities, state-of-the-art infrastructure, competitive and growing clusters, and improved economic competitiveness.

Census tracts that demonstrate severe economic distress due to low income and high unemployment are defined as Red-Zones. The data for red-zone determination was based on the most recent 2007-2011 5-Year American Communities Survey (ACS) released by the U.S Census Bureau. The red-zone areas in Orange County are:

- Anaheim
- Buena Park
- Costa Mesa
- Fullerton
- Garden Grove
- Huntington Beach
- Irvine
- La Habra
- Orange
- Placentia
- Santa Ana
- Stanton
- Westminster



CEDS was commissioned by the County of Orange and the OCWIB to support and grow Orange County's economic strengths and propose solutions and investments to address its opportunities and weaknesses. Through the development of the 2013-2018 CEDS, the OCWIB positions the County to apply for and utilize resources to address these needs. The CEDS plan and the economic data analysis on which it is based were completed by the Orange County Business Council (OCBC). CEDS used the latest research from the Orange County Workforce Indicators report and the Orange County Community Indicators report, along with extensive workforce data and employment data from EDD. Analysis included a review of industry and occupational growth data from EDD; an examination of employment concentration in various clusters by city and industry provided by EconoVue; and additional work on Orange County's strongest cluster groups recently completed for the Southern California Association of Governments by the Los Angeles County Economic Development Corporation. A copy of the CEDS report is included in the References section of this document.

While CEDS incorporates comprehensive economic analysis, it is not a mere summary. It is a plan in its own right and includes five goals for the County: The CEDS plan was established (as was this State Plan) by garnering input and direction from a wide variety of local stakeholder, industry experts, and community members at large. This input and direction on which to base the CEDS, resulted in goals that align with the immediate needs of Orange County, as well as work in sync with the strategies and objectives align with this Plan. For example, the performance measures for the CEDS echo those of the State Plan and include job creation, job retention, job growth, and public and private investments. The CEDS goals are as follows:

- Goal One: Advance Lives of Red-Zone Residents
 - ✓ Pursue policies, projects, and programs to help create jobs in Red-Zones and foster full-time employment:
 - ✓ Promote future economic opportunities through increased educational opportunities
 - ✓ Increase the reach of programs similar to the Latino Educational Attainment Initiative
 - ✓ Develop, expand and upgrade the skills of the existing workforce
- Goal Two: Provide World-Class Education and Workforce Opportunities
 - ✓ Ensure that businesses have enough skilled workers to meet their workforce needs

- ✓ Support a quality education system at all levels that ensures college-readiness and career-readiness
 - ✓ Attract and retain highly-skilled graduates, in particular, graduates of science and engineering programs
 - ✓ Support and create collaborative educational programs that address specific under-employed populations and workforce needs in targeted Red-Zone areas
 - ✓ Support linked programs that align high schools with community colleges and four-year institutions
 - ✓ Prepare, train, and educate job seekers and incumbent workers to find and advance in high-value, high-wage jobs with built-in career ladders
 - ✓ Collaborate with the private sector to identify growing workforce needs and link training initiatives to the needs of target industries
 - ✓ Support programs for building English language fluency and literacy
 - ✓ Support continued advances in minority college prep
 - ✓ Support career and technical education, with emphasis on STEM (Science, Technology, Education, Math) disciplines, cluster specific education and training action plans
- Goal Three: Plan for and Develop State-of-the-Art Infrastructure
 - ✓ Develop an expanded and improved infrastructure system, including workforce housing, to support economic growth and development
 - ✓ Develop infrastructure that facilitates the efficient movement of goods, energy, information, and people
 - ✓ Support the expansion of communication networks, such as broadband connectivity, telecommunications and wireless technologies
 - ✓ Secure an adequate water supply for OC businesses, including water technology innovations, desalination, recycling, groundwater replenishment, and clean-up and conservation
 - ✓ Support protection and implementation of Measure M2 provisions
 - ✓ Obtain State and federal government matching funds to subsidize Measure M2 funds approved by County taxpayers so that Orange County residents and workers (including those who live in Red-Zones) have enhanced transportation options for work
 - ✓ Focus potential CEDS investments on infrastructure sectors receiving a “C” grade or less on the Orange County Infrastructure Report Card
 - ✓ Coordinate infrastructure investments with economic development opportunities in unincorporated parts of the County so that Orange County residents and workers (including those who live in Red-Zones) have enhanced transportation options for work
 - ✓ Support the use of public-private partnerships to develop, fund, and deliver critical infrastructure
 - Goal Four: Promote Competitive and Growing Clusters
 - ✓ Promote Orange County’s key industry clusters
 - ✓ Conduct ongoing research and analysis on critical drivers of Orange County’s key industry clusters
 - ✓ Encourage expansion and retention of targeted key industry clusters
 - ✓ Form Red Teams to retain “at risk” companies in Orange County’s key industry clusters
 - ✓ Develop a cluster-based economic development and workforce development culture
 - ✓ Develop and promote targeted education and training programs in Orange County’s key clusters
 - ✓ Promote continued recovery in the high-multiplier manufacturing, construction, and financial services sectors
 - ✓ Expand customized, cluster-based education and training programs
 - Goal Five: Improve Orange County’s Economic Competitiveness in a Global Economy
 - ✓ Establish and promote a positive, business-friendly environment to sustain Orange County’s economic competitiveness while increasing its ability to create and retain high quality jobs

- ✓ Retain and expand the existing job base while pro-actively attracting new businesses, industries, jobs and investments
- ✓ Identify opportunities to lower the costs of doing business in the County
- ✓ Promote the County as a national and international center for business, global trade, and development
- ✓ Implement strategy to classify Orange County as a separate federal economic reporting area (Metropolitan Statistical Area)
- ✓ Align local and Statewide tax incentive policies with local and regional economic development priorities
- ✓ Establish, renew, implement, manage, protect, and/or expand Enterprise Zones, and other programs that facilitate community development and rehabilitation
- ✓ Develop sector-specific value propositions and strategies to attract firms including incentives for businesses seeking to capitalize on opportunities
- ✓ Promote projects and programs that encourage small business, start-ups, and entrepreneurship, including increased coordination with the SBA
- ✓ Provide quality, responsible, and business-friendly municipal services to attract and retain businesses and employees
- ✓ Ensure sufficient supply of workforce housing to meet housing demand arising from new job creation
- ✓ Streamline the permit review process and other entitlement processes for businesses and industries

The CEDS also included a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis which has greatly informed this Plan. The analysis reveals:

Strengths	Weaknesses
<ul style="list-style-type: none"> • Diversified industry makeup • Excellent Pacific Rim geographical location at center of world-class Southern California market • Stellar Quality of life: • Arts & Entertainment • Premier tourism and sports facilities/events • Low Crime Rate • High Quality, Well-Funded Infrastructure • Steady, Accelerating Recovery from Great Recession • High Quality K-12, Community College, and University educational institutions 	<ul style="list-style-type: none"> • Workforce Skills Gaps • Workforce Housing Supply and Affordability • Lack unified regional vision • Environmental and regulatory obstacles • English language challenges • Few industrial, commercial, and residential development sites • Lack of MSA designation
Opportunities	Threats
<ul style="list-style-type: none"> • Grow and develop existing industry clusters • Strengthen Global Connectivity/International Trade • Facilitate more high-tech start-up development • Raise educational and language attainment • Retention of key workforce talent • Work together to create a unified workforce development and economic development regional vision • Facilitate small business development • Cultivate and promote bilingual workforce • Creative arts culture • Promote development of workforce housing options 	<ul style="list-style-type: none"> • State business climate worsens • State economic recovery stalls • Environmental challenges and regulations • Loss of young talent (due to high cost of living) • Limited economic development tools and financing options • Lack of economic development resources and incentives

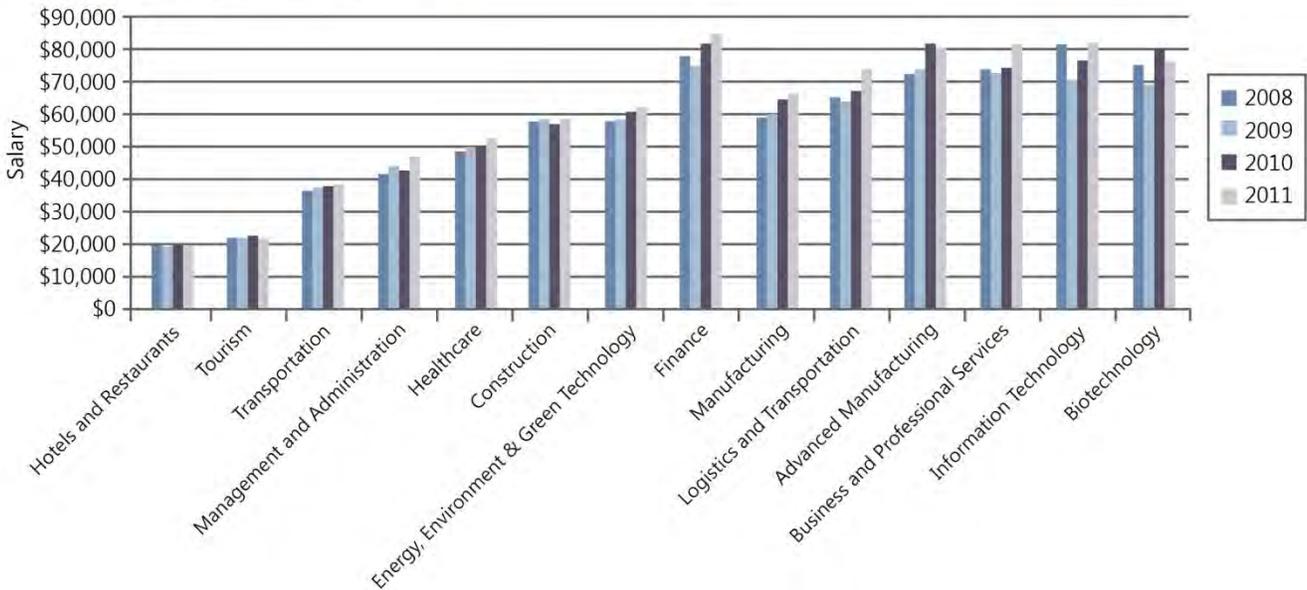
The CEDS content summarized in this Plan is primarily focused on education and workforce, industry clusters and economic competitiveness.

As discussed in Section 1 of this plan, the CEDS goals provides the basis for many of the goals workforce development and sector strategy goals and objectives contained within this plan. Especially relevant to the OCWIB’s 5-Year Strategic Local Workforce Development Plan are CED’s goals 2 and 4. These are examined under the “Challenges, Opportunities and Capacity” subsection below.

Orange County’s Key Clusters

In connection with Workforce Indicators Report analysis and the CEDS process, the OCWIB has identified target industry clusters for the County. These clusters were chosen to reflect both key economic drivers for the Orange County economy and industries that are central to workforce development. Approximately three fourths of all Orange County jobs are in the clusters. Understanding employment trends in these clusters can and should influence workforce and economic development policy. In addition, understanding comparative salary levels and salary growth trends is vital for education and workforce development policy. This information, combined with information from the indicator on cluster employment growth trends, enables the OCWIB, other workforce development professionals and the business community to understand how the County’s economy is performing in terms of generating jobs at differing salary levels. For example, if growth of low wage jobs is not balanced by growth of high wage jobs, there will be problems -- especially in a “high cost of living” location like Orange County. Below is a depiction of salary growth by industry in previous years:

Orange County Cluster Salary, 2008-2011



Source: OCBC analysis of California Employment Development Department QCEW dataset

Additionally, the economic impact for sectors are identified through creating numerical values that summarize how investment spent in a sector produces an economic impact throughout the rest of the local economy. These values are called “multipliers.” For example, if the manufacturing sector of the local Orange County economy is said to have an economic multiplier of 2.29, then for every 10 employees hired in manufacturing, a total of 23 jobs will be produced throughout the entire Orange County economy.

As indicated is Section 1, the County’s 10 key clusters (representing growth industries and other promising sectors) are:

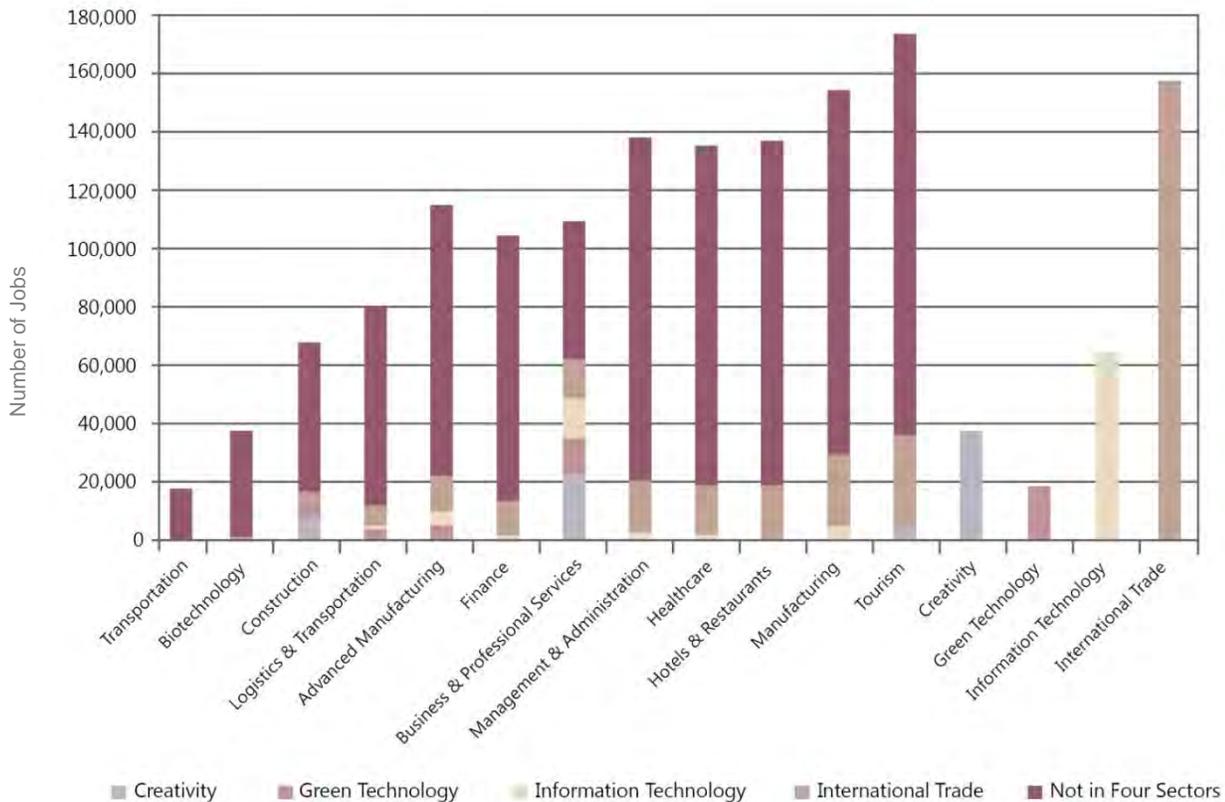
- Business and Professional Services (Management and Administration is a Sub-Cluster)
- Energy, Environment, and Green Technologies (Emerging Cluster)
- FIRE - Finance, Insurance, Real Estate
- Construction
- Healthcare Cluster
- Information Technology Cluster
- Logistics and Transportation
- Manufacturing (Advanced Manufacturing Sub-Cluster)
- Biotechnology/Nanotechnology (an Emerging Cluster)
- Hospitality and Tourism

The OCWIB and the Orange County Economic and Workforce Development Network have begun to examine these clusters as part of an initial review of the CEDS report. Analysis will be ongoing and it is expected that emphasis in terms of sectors strategies will continue to evolve around these clusters.

The OCWIB Priority Sectors

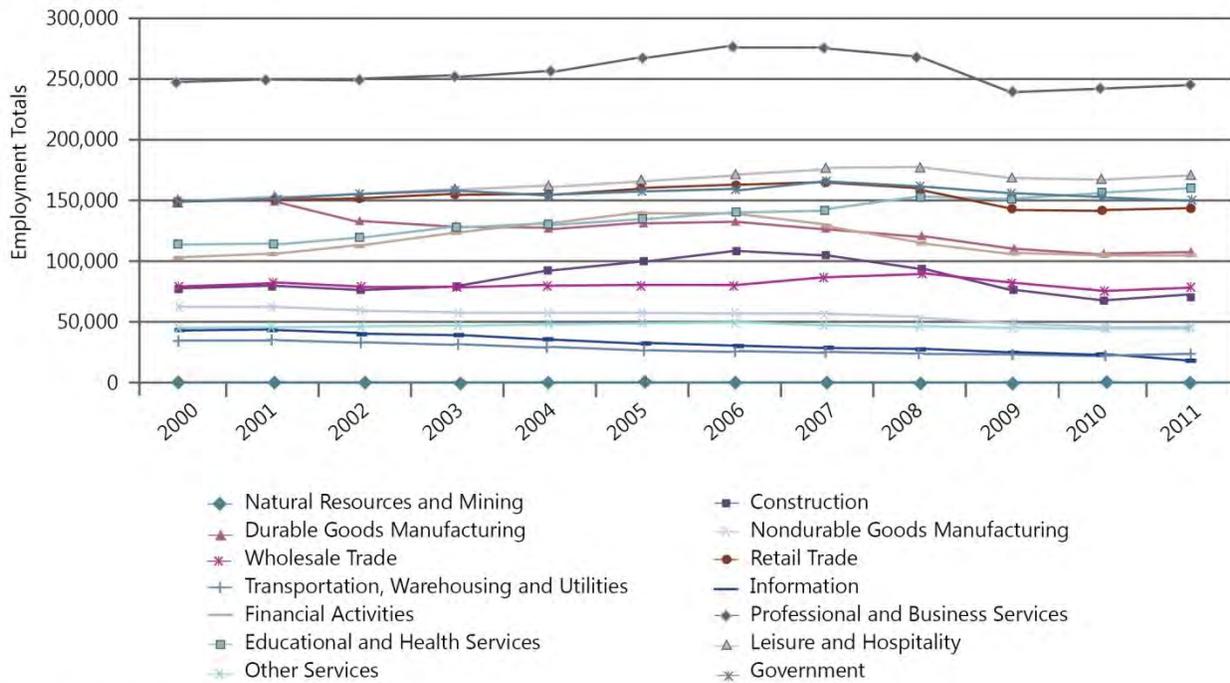
While the OCWIB has adopted ten industry clusters as its sector targets, for the purposes of the sector strategy embodied in this Plan, initial priority will be given to three sectors: IT, manufacturing and healthcare. Intensive efforts to develop career pathway strategies and coursework will be concentrated on these industries through the work of three distinct Sector Partnerships. The selection of these three clusters as priority sectors is based on the following information:

Orange County Cluster Drivers, 2011



Source: OCBC Analysis of California Employment Development Department Data, OTIS Report, Next10, and Los Angeles Economic Development Corporation

Orange County Industry Trends, 2000-2011



Source: California Employment Development Department

Information Technology: Orange County has long been a leader in computer and electronic software, along with service and product manufacturing; this presents a significant advantage to the County as these products and sectors are a major portion of international exports. A highly skilled information technology workforce is essential to driving economic growth in a fast growing knowledge-based economy. Specialized skills—often requiring education or experience in science, technology, engineering and mathematics are critical to supporting innovation in fields ranging from computers to medicine and communication. Information technology occupations, namely those that connect businesses and provide computer software products and services, have aided in driving employment of various industries in the county, relying greatly on information technology for day-to-day operations with features such as email, video conferencing, cloud technologies and various computer software programs. These new technologies have allowed businesses to become more connected to their customers and promote business-to-business connections, which allow for increased collaborations and subsequently the expansion of this industry.

The OCWIB has already begun to develop careers pathway programs for this sector in connection with our U.S. DOL-funded IT Cluster Competitiveness Project, which is described in detail under Section 4, Adult Strategies.

Manufacturing: Orange County is the second largest manufacturing hub in California following L.A. County. The manufacturing industry presents several key advantages to region’s unique economy and diverse workforce. For example, the sector provides high-wage job opportunities for the workforce with relatively lower education requirements and combined high multiplier effects. Orange County manufacturers are lean and mean and continue to drive the Orange County economy forward with high multiplier effects that ripple positively throughout the economy. An “on-shoring” trend means Orange County manufacturers, already highly competitive and efficient, will continue to thrive if the state and regional regulatory environment improves.

The community college system in Orange County boasts many advanced-manufacturing training programs, such as the machining technology program at Fullerton College. With a large number of job openings expected as the result of retirements by the baby boomers who populate the sector’s workforce, the demand

for machinists and others with technical skills required for advanced manufacturing environments is expected to increase in the years ahead.

Healthcare: Even in the darkest days of the recession, healthcare proved to be a bright spot for Orange County, which is home to large scale facilities including UC Irvine Medical Center and St. Jude Medical Center in Fullerton. The sector continued to expand through the recession and by mid-2012 employment reached an all-time high of 137,500 jobs. More hiring is ahead. Children's Hospital of Orange County has completed a \$562-million expansion that includes a new seven-story tower with a pediatric emergency center. This is expected to add 400 positions, which when filled would equate to an 18% increase in the hospital's workforce⁴. A March 2013 report from UCLA's Anderson School of Business indicated that a recent influx of skilled workers relocating to Orange County is being driven in part by well-paying jobs in technology and healthcare and that the buying power of these workers is adding to the upswing in the real estate market and overall economic gains in the region.

Because the healthcare industry employs individuals across a broad span of occupations ranging from very low-skilled to highly technical, it is a sector that offers significant advancement potential for workers who increase the skills through earning stackable credentials and degrees. This fact, combined with the projected boom in the need for healthcare practitioners to attend to Orange County's aging population makes the sector an ideal target for career pathway training investments by the OCWIB.

Demographics and Workforce Characteristics

Orange County is the third largest county in California. Some highlights of Orange County's Population characteristics include:

- With a population of 3,071,933 in July 2012, Orange County falls behind only Los Angeles (9,911,665) and San Diego (3,147,220) counties.
- Orange County is the sixth largest county in the nation, with more residents than 20 of the country's states, including Mississippi, Arkansas, Kansas, Utah, and Nevada.
- At its peak, Orange County's population increased rapidly – an average of 22% per year in the 1950s and 10% per year in the 1960s.
- The average annual increase slowed considerably to 1.7% between 1990 and 2000, and further to 0.6% between 2000 and 2010.
- Between 2010 and 2012, the population growth rate was 0.9%.
- Orange County ranks sixth out of more than 3,000 counties nationwide in terms of the number of people added to the county between 2010 and 2011. However, Orange County's already high base population combined with slowing growth, places it 346th in the nation in terms of the percentage of change between 2010 and 2011.
- The county's population growth is projected to continue at an increasingly slower rate over the next 20 years, reaching little over 3.4 million by 2035.

While the populations of California and Orange County have grown sharply toward the end of the 20th century, projected growth toward the middle of the 21st century is expected to level off to more reasonable rates. This leveling off is due in large part to stabilization in the rate of immigration throughout the state and majority of growth resulting from natural increases.

⁴ Los Angeles Times, *Orange County's Economy Shows Signs of Recovery*, Ricardo Lopez, June 23, 2012

Population Trends 2005-2035				
	Orange County		California	
	Total	% Change	Total	% Change
2000	2,853,893	18.39%	34,000,835	14.25%
2010	3,008,855	5.43%	37,253,956	9.57%
2020	3,220,788	7.04%	40,817,839	9.57%
2030	3,385,762	5.12%	44,574,756	9.20%
2040	3,509,352	3.65%	47,983,659	7.65%
2050	3,565,648	1.60%	51,013,984	6.32%

Source: California Department of Finance, May 2012

Although the population of Orange County is not expected to change greatly, its composition is expected to change in regard to age and ethnicity. Orange County continues to have an aging and ethnically diverse population. Workforce development stakeholder and other local leaders will play an essential role in planning for the county's shifting population trends that will be critical for Orange County's long-term economic success and prosperity.

Education and workforce training programs must support a population that is growing older and becoming more diverse. Older populations require a broad range of healthcare services, housing options, and support programs to sustain a satisfactory quality of life. A diverse community and workforce need English language proficiency programs and initiatives to increase educational attainment across all levels (K-12, community college, university) in order to build a well-educated, high wage workforce.

Age: As of 2010, Orange County had a population of 3,010,232 (U.S. Census Bureau, 2010 Census) with a median age of 36.2 years old. Around 27.6 percent of the population is under the age of 19 years old, 61 percent is aged between 20-64, and the population 65 years of age and older represents 11.6 percent of the total. Compared to state and national age compositions, Orange County has a slightly larger proportion of residents aged 25-64 and a smaller proportion of residents aged nine and under. These age trends are mainly due to natural increase. In the next several decades the 55+ population is expected to rapidly grow, while the younger population will decline as a proportion of the county population.

Ethnic Composition: Projections indicate that the trends of a diversifying population will continue in Orange County. By 2020, Latinos are projected to replace Whites as the majority. Since 2005, Latinos have accounted for more than 50 percent of the total births in the county, followed by Asians at 25 percent. The growth rate of the Asian population, while smaller in total numbers, outpaces the Latino growth rate. From 1990-2010, Orange County's Asian population increased by 115.8 percent, while Latinos increased by 79.3 percent.

This majority of the preceding information was excerpted from the *Orange County Workforce Indicators 2012-2013* report, an annual joint venture project of the OCWIB and OCBC.

Workforce Skills Needed in Priority Sectors: Challenges, Opportunities and Capacity

As indicated above, CEDS establishes 5 goals, of which two are closely related to the sector focus of this Plan:

- Goal Two: Provide World-Class Education and Workforce Opportunities
- Goal Four: Promote Competitive and Growing Clusters

CEDS goal statements and corresponding analysis shed light on challenges and opportunities associated with pursuing a sector-focused workforce development agenda and the capacity of the system to meet education and training needs.

GOAL TWO: PROMOTE WORLD-CLASS WORKFORCE TRAINING AND EDUCATION OPPORTUNITIES TO “GROW OUR OWN”:

A thriving Orange County economy is the best route to future employment growth in the short and long run. Given the current economic crisis, investing in our education and workforce systems will give communities the edge in the race toward economic recovery. In order to adapt and become more competitive, the private sector has become “lean and mean.” Orange County’s education and workforce systems are also adapting to remain competitive and relevant. Many jobs lost in the county will not be returning, yet emerging industries such as high-tech/Information Technology sectors and those associated with international trade are providing much-needed economic growth and job creation. To remain on the pathway to recovery, it is more important than ever that Orange County be diligent in keeping up with, and even ahead of, constantly shifting economic trends, while capitalizing on its unique, innovative culture.

In relation to Goal 2, the CEDS analysis indicates:

Even with a high performing education and training system, Orange County faces a future skills gap. Orange County’s education system is not keeping up with the changing demands of the region’s economy, resulting in a shortage of skilled workers in the near future. Projections to 2025 suggest that the economy will continue to increasingly demand more highly educated workers. Substantial improvements in educational outcomes are needed to meet the demands of tomorrow’s economy and to ensure Orange County’s economic prosperity. Failure to make improvements will result in a less-productive economy, lower incomes for residents, less tax revenue for the state, and more dependence on social services.

Orange County’s economy increasingly demands highly educated workers. For decades, Orange County employers have needed more workers with college degrees. This shift towards more highly educated workers has occurred as a result of changes both within and across industries. The supply of college graduates will not keep up with demand. Two current demographic trends will impede future increases in the number of college graduates. First, the baby boomers—a well-educated group—will reach retirement age, and for the first time large numbers of college graduates will leave the workforce. Second, the population is shifting toward groups with historically lower levels of educational attainment. In particular, Latinos—who now make up the largest group of young adults—have historically had low rates of college completion. And there will not be enough newcomers—from abroad or from other states—to close the skills gap.

In light of these findings, a greater intentional effort in curriculum development and promotion is necessary. Orange County’s high-technology economy is dependent on the future workforce being well trained in these disciplines. Without high achievement in math and sciences, Orange County’s high-technology businesses will have to recruit from elsewhere or move to where they can find a mathematically and scientifically inclined workforce. Educational efforts and workforce training programs should be oriented around the growing clusters of Orange County (see Goal Four). Growing clusters are where Orange County’s “jobs of the future” will be. Educational programs in K-12 grades and post-secondary institutions should be designed to cater to occupations in the growing clusters. In addition, efforts should be made to create training action plans so trained graduates are in place when occupations in the growing clusters are demanding workers in their fields.

Goal 4 deals specifically with the need to focus on the county's promising industry clusters.

GOAL FOUR: PROMOTE ECONOMIC CLUSTER GROWTH, DEVELOPMENT AND COMPETITIVENESS: *Orange County's economy is built on a diverse set of competitive, high multiplier clusters. Policies that encourage innovation, while providing support for start-ups and venture capital investments in thriving economic sectors, are necessary to create greater economic opportunities for disadvantaged residents. During this period of global economic recovery and globalization, it is important for Orange County to build its competitive advantage around its rising and emerging industry clusters. Sustained economic growth can be achieved through a centralized effort between Orange County's diversified industry sector base, emerging industry clusters, and industry drivers that work together to create pathways to increase economic activity. Concentrating education, workforce and economic development programs to support key industry clusters will help accelerate employment growth and provide Orange County with high impact and high multiplier occupations, further driving economic recovery.*

With regard to goal 4, CEDS states:

The economic downturn evolved the industry landscape dramatically - strengthening some clusters, while weakening others. As the economic recovery is taking hold, the industry clusters of yesterday have transformed, consolidated, gone offshore, or disappeared entirely. Current economic development strategies must stay ahead of the curve for their communities to be competitive in an increasingly interconnected global economy.

Orange County needs to be better equipped in leveraging the region's diverse set of industry cluster assets and industrial bases to transform its economy and stimulate the growth of new clusters, companies and jobs. Multiplier effects mean that some jobs have a higher return on investment in terms of their ability to ripple throughout the economy. Creating a job in a key high multiplier industry creates 2 or even more jobs throughout the rest of the economy, while service sector jobs typically have much lower multiplier effects.

This CEDS analysis portends the statewide goal of creating a sector-focused workforce development system. It also recognizes that while key clusters offer significant opportunities for jobs and economic growth, the workforce is not prepared for jobs that are being transformed by technology and leaner processes. In addition, CEDS describes significant gaps in local education programs' ability to meet workforce needs and that existing curricula must be retooled and new courses developed to keep pace with industry requirements. For each of the OCWIB's priority sectors, additional gap analysis will be necessary. This critical work will fall to the IT, Manufacturing and Healthcare Sector Partnership organized by the Network.

Summary

Based on the CEDS data analysis, it is clear that opportunities exist around key clusters and that some of these industry sectors offer the greatest promise for improving and strengthening the local economy and creating employment and advancement opportunities for the workforce at all points on career pathways. Analysis of economic and workforce data has been central to the work of the OCWIB for more than a decade and is at the center of our plans to make the sector strategies the focus of the local workforce development system.

The OCWIB Goals for On-Going Economic and Workforce Information Analysis:

1. Through the Network and the Sector Partnerships, implement the action steps recommended in the CEDS report for Goal 2 (Provide World-Class Education and Workforce Opportunities) and, as applicable to Network/Partnership capacity, Goal 4 (Promote Competitive and Growing Clusters). (mid-term)
2. The Network will continue to collect, review and assess economic, employment, industry cluster and related data to determine how the plan should be adapted or enhanced. (short term)

3. As additional data expand the priority sectors to include other clusters and develop Sector Partnership to support these clusters and to develop career pathways approaches to addressing the training needs of these sectors. (long term)

Support for California's Strategic Vision

Within California's Strategic Workforce Development Plan, strategies for economic and workforce analysis are captured in the following statement.

The Governor's vision of an effective workforce system committed to sector strategies will be advanced through data-driven decision-making, policy development, strategic planning, and investment. In collaboration with state-level partners, regional and local partnerships must perform data-driven analyses to provide the most relevant economic information, labor-market analysis, and industry projections for their regions.

System Alignment and Accountability Goal:

Support system alignment, service integration and continuous improvement, using data to support evidence-based policymaking

The OCWIB's plans for on-going research and analysis of local economic and workforce data support the California's Strategic Vision by:

1. Economic and workforce data used for plan development is based on local analysis commissioned by the WIB.
2. Both CEDS and the Orange County Workforce Indicators Report are used on a daily basis. They regularly are updated and serve as foundations for business outreach, service delivery, resource development and virtually every aspect of program management, planning and operations.
3. The identification of target and priority sectors is based on evidence resulting from data analysis.

Fulfillment of the High-Performance Standards

Below is a summary of how the strategies described herein designate OCWIB as a high performing local board.

On behalf of the Governor, the California Workforce Investment Board has established the following expectation with regard to its local plan evaluation standard for "Vision, Economic and Workforce Analysis, Strategic Planning and Implementation:"

In support of the State Plan, the local board developed and will implement an actionable strategic plan through an inclusive stakeholder process that articulates key workforce issues and prioritized strategies for impacting them, both within the LWIA, regionally, and, where applicable, the overall labor market.

The OCWIB's strategies for meeting the criteria associated with the "Vision, Economic and Workforce Analysis, Strategic Planning and Implementation" Standard include those enumerated below.⁵

⁵ Note: Many of these examples of evidence are listed under Section 1 of this plan, as this standard encompasses both "vision" and "economic and workforce analysis."

1. The Plan meets the local planning requirements in CUIC Section 14200(c)(SB 698).

- The OCWIB's vision is forward-thinking and our plan concentrates on strategies and relies on data-driven models focusing on operating procedures.
- Our vision reflects the priorities of Orange County, but aligns well with and complements the Governor's vision as reflected in the State plan.
- The plan was developed with input from the broad range of stakeholders that now comprise the Orange County Economic and Workforce Development Network.

2. The Plan's Vision is strategic and comprehensive.

- The overall plan and the OCWIB's vision for workforce development in the County is based on a wide variety of data and on best practices identified from multiple credible sources.
- The plan identifies system goals pertaining to the identification of workforce needs of specific industries.
- Priority sectors were chosen based not simply on growth, but on other strategic factors such as their ability to stimulate the economy and create self-sufficiency jobs along a career pathway.

3. The Plan's Goals and Objectives are evidenced-based.

- Both existing and planned sector-focused strategies follow a data-driven cluster approach (CEDs, The Orange County Workforce Indicators Report, and State LMI).
- The OCWIB's plan draws from other sources, including the WIB's priorities, the State Plan and local economic and workforce analysis.
- The plan relies extensively on research and policy recommendations developed at the national, state and local levels.

4. Key stakeholders are actively engaged both in the planning and implementation of the local Plan.

- The CEDs analysis, which provides the basis for the OCWIB's target sectors, includes input from business, economic development and workforce stakeholders.
- Business, labor, education, economic development, social services and community-based organizations all provided input used to develop the plan.
- Contributions from these stakeholders will continue via their participation in the Network and/or the Sector Partnerships.
- The OCWIB's plan is a living document. It will be changed to reflect changes in economic conditions, legislative mandates or other significant conditions that may affect workforce development service delivery.

Section 3 – BUSINESS SERVICES PLAN

Overview

Partnerships with business are central to the OCWIB's purpose – developing a job ready workforce. The OCWIB has a long history of success working with and on behalf of local businesses to train workers to meet their needs. The fundamental shift of California's workforce development programs to a sector strategy focus that seeks to strengthen economies through a better prepared workforce fits ideally with the OCWIB strategies already in place. Our Business Services Plan incorporates the key elements of successful sector strategies.

This section of the plan addresses the following topics:

- Overview of plan to meet the workforce needs of Orange County businesses
- Key Business Services objectives
- The OCWIB's role in the development and oversight of the Business Services Plan
- Workforce development and training services available to local businesses
- Strategies for determining business needs
- The OCWIB coordination and collaboration with a network of business assistance providers
- Leveraging resources to increase training opportunities for businesses
- Determining skills gaps, barriers and priorities
- Joint planning and strategy development
- Use of work-based training to meet workforce development needs
- Collaboration with apprenticeship programs
- Use of innovative training strategies
- Rapid response strategies

Business Service Plan

The OCWIB's plan for delivering Business Services includes both the services that have traditionally been offered by the One-Stop system and new approaches for business engagement that are part of the sector strategies described in Sections 1 and 2 of this plan. In concert with this sector focus, our Business Services plan is built on five foundational tenets:

1. The Orange County Economic and Workforce Development Network will serve as a principal resource for identifying sectors of focus for system stakeholders.
2. For each priority sector, Partnerships comprised of business representatives and other stakeholders will focus on developing career pathways that contain entry points for low-skilled workers and those with more advanced skills.
3. Career pathway strategies will address skill requirements expressed by employers.
4. Business services will be delivered as part of a unified approach, reflecting collaboration of the WIA-funded One-Stop system with other systems/programs that provide businesses assistance and support.
5. Identifying and securing financial resources to ensure that stakeholders can meet the training and services needs of businesses in targeted sectors are a priority.

Specific Business Services goals are described under the summary subsection of this Section.

The OCWIB Management and Oversight of the Business Services Plan

The development and on-going review of the WIB's Business Services Plan falls within purview of the Service Delivery and Performance (SD&P) Committee. SD&P provides programmatic oversight of all workforce system

services including the development and maintenance of a quality One-Stop System, coordination of services to job seekers and business customers, performance measure attainment, workforce development policy implementation and partnership facilitation. In addition, the SD&P Committee oversees the negotiation and maintenance of Memoranda of Understanding (MOUs) with system partners, measures customer satisfaction, manages the One-Stop certification process for comprehensive one-stop centers, and identifies potential satellite sites and points of service.

With the implementation of the Network and industry-specific Partnerships that will drive our sector strategies, SD&P's role in coordinating Business Services and in managing the Business Services plan will include the review of information from the Sector Partnerships and the Network and recommendations to the full OCWIB based on this review.

Currently, the SD&P committee includes several highly competent and effective business representatives. While the OCWIB includes members who represent our three priority sectors (IT, manufacturing and healthcare), planning is underway to recruit additional members from these sectors and to make appropriate assignments to the SD&P committee.

The OCWIB Services for Businesses

The OCWIB's current array of Business Services assists companies in meeting their hiring goals, lowering training costs and reducing turnover rates. Services are frequently customized to meet specific business and industry employment requirements.

Overview: to ensure that local businesses have workforce development and other support that they need, an OCWIB-funded Business Services and the One-Stops provide an extensive menu of services, including, but not limited to the following:

Recruitment Services: These include our maintaining a database of pre-screened candidates, who represent a pool of trained, skilled and experienced professionals, along with those just entering the workforce. Services are also available to support local, state and national recruitments. Recruitment is also supported by our organization of and participation in business expos, job fairs, seminars, and workshops.

Information on Workplace Regulations: Business Services representatives also consult with local companies of all sizes by providing information on worker's compensation laws and issues; unemployment compensation; compliance with OSHA and ADA; questions concerning equal employment opportunity; and legal and regulatory matters concerning employment and training.

Rapid Response and Business Retention Services: Rapid response services for downsizing businesses include responses to Worker Adjustment and Retraining Notification (WARN) notices business closure or layoffs; on-site transition services for WARN-affected workers; outplacement and career transition services; financial assistance information for workers managing the transition of benefits; and retraining opportunities and re-employment assistance. As discussed below, the OCWIB Business Services providers are increasingly shifting the focus of services for distressed business to a proactive business retention and layoff aversion strategy.

Workforce Training and Development: Using the OCWIB's vast network of vocational, educational and technical schools, staff connects businesses to education providers that can meet their training needs for new and existing employees. In addition, staff works with companies to assess benefits to developing work-based learning programs such as on-the-job or customized training. Entrepreneurial training programs are also available for small businesses and individuals considering business start-ups.

Assistance in Accessing Tax Credits and Financial Incentives: Information is available on business tax incentives; payroll tax assistance; and loans and financial assistance program for small businesses and specialty enterprises.

Labor Market Information: The extensive labor market analysis conducted by and on behalf of the OCWIB is widely disseminated to local employers. This includes: forecast for the local economy; information on industry and occupational trends; and occupational outlook reports.

The OCWIB Business Services: In addition to the general Business Services listed above, under contract with qualified provider, the OCWIB funding also provides:

Core Business Services: A comprehensive range of Business Services is provided free-of-charge to all employers. These include: interview facilities; access to labor market and related information through the website; information regarding consultations on workplace accommodations for persons with disabilities; information on and referral to business start-up, retention and expansion services; information on and referral to sources for developing work-based training programs; information on career preparation activities; Trade Adjustment Assistance and certification; information on State and/or federally generated information on tax credits for new hires; support for placing job listings as well as access to CalJOBS.

Intensive Business Services: These services include: referrals of qualified One-Stop participants; staff-assisted employee pre-screening; basic job matching of resumes and applications; skill assessments; industry specific job fairs; center-based recruitments; seminars and information sessions on cluster-related industry needs.

Customized Business Services: Services at this level will vary based on an assessment of individual business needs, but may include: human resources support; employee retention services; process efficiency consulting; and design of specialized training programs.

Layoff aversion: It is the OCWIB's intention to expand layoff aversion and provide Emergency Wrap-Around Services to at-risk Businesses services struggling to maintain a skilled workforce, or need assistance to identify the issues causing the business to layoff workers. Services provided could include:

- Assessment by an Industry Expert- Industry Expert will evaluate the condition of the business and identify the issues. Once the issues have been identified the industry expert will meet with the business and review the outcomes of their observations.
- Development of an action plan – Industry expert will work with the business to develop a strategic plan. Based on the need and issues the plan can include customized training, financial planning, and layout map.
- Implement plan – bring the necessary experts to train or correct deficiencies experts can include: marketing/outreach consultants, financial planners, and trainers.
- Follow-up services – consultant available for up to 30 days of the action plan implementation.

Employment Training Panel (ETP): Leverage and braid Employment Training Panel (ETP) funds that provide financial assistance to businesses to support customized worker training to:

- Work with Economic Development partners to attract and retain businesses that contribute to a healthy California economy;
- Provide workers with secure jobs that pay good wages and have opportunities for advancement;
- Assist employers to successfully compete in the global economy; and
- Promote the benefits and ongoing investment of training among employers.

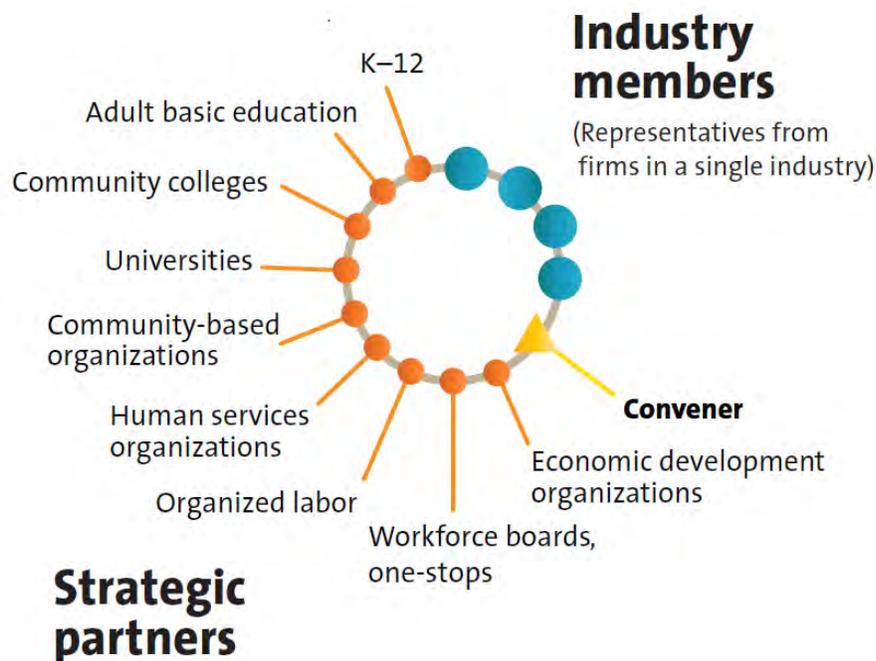
Coordination with Other Providers: Services for employers are provided directly by the OCWIB's One-Stop and Business Services providers. However, many of these services are delivered in cooperation or partnership with other stakeholders, including community colleges and other training partners; the OCBC; the regional Small Business Administration (SBA) office; the local Small Business Development Center; and industry-specific providers. Additional information on such collaborations is included in Section 6 of this plan.

Again, as indicated above, increased emphasis on sector strategies are expected to enhance the OCWIB's already effective approaches to Business Services, particularly as they relate to industry-specific training.

Sector Partnerships/Sector Strategy

As described in Sections 1 and 2 of this plan, the implementation of Sector Partnerships to guide the process of gathering input from priority sector businesses about skills gaps and training needs is central to our overall sector strategy. Our approach to organizing Sector Partnerships and engaging them in strategic and productive planning draws heavily from information published by the National Governors Association (NGA) in its recent report, "State Sector Strategies Coming of Age: Implications for State Workforce Policymakers." While the report is generally intended for a state-level audience, its message is meaningful and supports the sector focus of the OCWIB, which is the centerpiece of this plan.

NGA's report provides an excellent description of the purpose and value of Sector Partnerships. These groups are focused on a single industry and bring together businesses, government, education, training, economic development, labor and community organizations to identify and solve the workforce needs of that industry within a regional labor market. They are critical to supporting sector strategies, which are rapidly becoming the most consistently adopted workforce development approach to meeting businesses' demands for skilled workers and workers' needs for good jobs. The following illustration from the report provides an excellent depiction of the stakeholders that the OCWIB will engage in the Sector Partnerships:



Our approach to implementing sectors strategies is one that:

- Focuses on promising sectors, as identified by the Network based on independent economic and workforce data analysis.
- Relies upon a "brain trust" of business, education, labor and other system stakeholders (the Sector Partnership) to review the workforce skills development and training needs of businesses within priority sectors. This will include an analysis of barriers that worker, face in developing needed skills.

- Engages the Sector Partnership in a strategic process of identifying major skill gaps and, using this information, developing career pathway approaches to workforce training to address gaps and provide opportunities for skills development workers at all levels and at all points along the pathway.

Leveraging Resources to Increase Training Opportunities for Businesses

WIA and the One-Stop system rely on the leveraging and braiding of resources from many education and workforce development stakeholders to meet the needs of both job seekers and businesses. The OCWIB currently leverages resources from WIA, community college CTE, average daily attendance funds of the K-12 system, Pell Grants, VA benefits, ETP, TANF, scholarship programs and various specialized grant programs to fund training. As unique training and education needs are identified through the three Sector Partnership groups and career pathway approaches are developed, the OCWIB's Business Services Plan will be adjusted to ensure that resources are available from a range of fund sources to support innovative training strategies.

Additional information on the OCWIB's approach to leveraging and braiding resources is provided in Section 6.

Work-Based Training

Each of the OCWIB's One-Stops and Business Services offer on-the-job training (OJT) and customized training as options for job seekers whose occupational interests and/or learning styles are best suited to work-based learning. Center staff is also actively engaged in promoting the benefits of OJT and other work-based learning models to businesses, providing information to companies of all types and sizes on the advantages of training workers to their precise specifications.

The OCWIB's approach to partnering with business in the development and operation of work-based learning programs is described in detail in Section 4 of this plan.

Collaboration with Apprenticeship Programs

The OCWIB has included the Electrician/Construction Wiremen (CW) and Journeyman Carpentry courses at Santiago Canyon College on the State Eligible Training Provider List, thereby making this training available to job seekers served by the One-Stop system. These Apprenticeship/Journeyman programs are DIR/DAS approved and registered. Based on our successful collaboration with the International Brotherhood of Electrician Workers (IBEW) on this project, we anticipate being able to develop relationship with other unions representing other trades and occupations to link to apprenticeship programs.

The OCWIB's efforts to effectively collaborate with labor- and college-operated apprenticeship programs are described in greater detail under both Section 4 and Section 6 of this plan.

Rapid Response Strategy

The OCWIB has developed an effective rapid response program, which, over the last two decades has assisted tens of thousands, of workers displaced from hundreds of companies that ceased operations or experience significant reductions in their workforce. As described in detail under Section 4 of this plan, the OCWIB has begun to adapt our approach to rapid response to one that is proactive rather than reactive. With this evolution, the WIB's focus is on layoff aversion and business retention. We actively seek to identify businesses in distress and work with local partners to provide assistance with training, cost reduction, financing and other services that will enable success and help avert closure or layoff.

Summary

The OCWIB history of success in serving businesses through delivery of a variety of WIA services and partnerships with other stakeholders positions us to fully take on the challenges of leading local efforts to transform the workforce system into one that precisely responds to the workforce needs of growing sectors. Collaborations with business partners will be critical to developing career pathway approaches to prepare workers to meet current and emerging sector needs.

The OCWIB's Business Services Plan Goals

The OCWIB's principal goals regarding the development and delivery of meaningful Business Services are:

1. Make full use of the talents and resources of the WIB, by utilizing the SD&P Committee to guide and review progress in achieving Business Services objectives. (short term)
2. Actively engage businesses in workforce planning, including identifying key industry skills needs, determining skills gaps, and training to be incorporated in career pathway programs. (mid-term)
3. Build strong Sector Partnerships including representatives from business, labor, education, workforce development and other interested stakeholders to carefully examine and assess what the most important workforce skills and training needs are in priority sectors. (mid-term)
4. Use recommendations from business partners to develop or adapt services to meet the full spectrum of business and industry needs – not just training requirements. (mid-term)
5. Refine existing approaches to rapid response and Business Services so that they are fully transformed into proactive business retention and layoff aversion programs. (short term)

Support for California's Strategic Vision

Within California's Strategic Workforce Development Plan, strategies for the provision of Business Services are captured the following goal statement:

The Governor believes that by building an industry-responsive, well-coordinated workforce development system, California will maximize the return on its limited resources and make its education and training programs work for California's employers and working families. The Governor also recognizes the importance of targeting workforce investment resources in support of priority sectors and clusters that will create a vibrant economy and shared prosperity. The Governor believes California must build on and strengthen private sector partnerships so its training systems are nimble enough to adapt to the changing needs of the 21st century economy.

Business and Industry Goal:

Meet the workforce needs of high demand sectors of the state and regional economies.

The OCWIB's plan for the delivery and on-going development of high-quality and high-impact Business Services supports California's Strategic Vision by:

1. Targeting those growth sectors with the greatest promise to create workforce opportunities and spur hiring.
2. Building on the strength of existing strategies of the One-Stop system and other stakeholders in serving businesses.
3. Incorporating a focus on resource development into the goals of the Network and Partnerships to meet the on-going needs of priority sectors for skills training and allied services.

Fulfillment of the High-Performance Standards

Below is a summary of how the strategies described herein designate OCWIB as a high performing local board.

On behalf of the Governor, the California Workforce Investment Board has established the following expectation with regard to its local plan evaluation standard for “Business Service Plan, Partnerships and Sector Strategies:”

The local board partners effectively with businesses to identify and resolve skill gaps in priority industry sectors, working in particular through industry sector partnerships.

The OCWIB’s strategies for meeting the criteria associated with the “Business Service Plan, Partnerships and Sector Strategies Standard” include those enumerated below.

1. The local board has included in its local plan a Business Services Plan, which integrates local business involvement with workforce initiatives.

The OCWIB’s plan integrates business involvement in workforce services and initiatives in the following ways:

- Business needs will be the drivers behind the Network’s analysis of key sectors.
- Businesses will function as the pivotal players in the work of the Sector Partnerships to identify workforce training needs.
- The One-Stop system and partners will continue to work closely with business representatives to identify opportunities to implement work-based learning programs, which may include hybrid programs that combine training in classroom and work settings.
- The OCWIB will continue to adapt new strategies to ensure that the traditional system of responding to business distress becomes more proactive and focuses on business retention and layoff aversion.

2. The local board partners with priority industry sector employers and educators in developing and operating regional workforce and economic development networks as a primary strategy.

The OCWIB’s leadership of the Orange County Economic and Workforce Development Network demonstrates alignment with this standard by:

- Engaging priority sector businesses and soliciting their input via all Network activities.
- Courting business assistance organizations and industry associations as active members.
- Publishing research and recommendations of the Network and broadcasting them throughout the business community to seek input.

3. The local board facilitates and/or participates in unified workforce services support to employers within their labor market, integrating with other relevant local boards, educators, and other partners.

Evidence of the OCWIB’s commitment to operating within a unified system of services delivery to businesses includes:

- Working with education agencies at all levels to develop business responsive curricula and coursework.
- Partnership with OCBC on labor market analysis that business can access to support data-driven decision making.
- Partnering with chambers, associations, the SBA and other organizations and programs in the delivery
- Marketing services through singular messaging, such as campaigns undertaken in partnership with the Anaheim and Santa Ana WIBs.

4. The local board takes the lead in identifying and obtaining resources to sustain operation of regional workforce and economic development networks over time.

Efforts to secure financial resources, particularly in the form of discretionary grants, have long been part of the OCWIB's approach to meeting the needs of businesses to secure qualified and skilled workers, and will remain so under the Plan. Evidence of this approach includes:

- Success in obtaining sector-focused grants, such as a \$3 million U.S. DOL Workforce Innovation grant focused on developing career pathway programs for the IT cluster.
- Success in obtaining competitive grants focused on serving special populations such as:
 - Received five (5) consecutive Veterans Employment Related Assistance Program (VEAP) grants, all of which provided training in high demand occupations.
 - Provision of a qualified workforce through work experience and on-the-job-training opportunities to local employers.
 - Past grant partnerships with other WIBs and various stakeholders to ensure that resources address multiple business needs and benefit multiple priorities.
 - Recipient of Dispute Resolution Program Act (DRPA) funding which provides mediation services to business throughout Orange County. Serving as the administrator of the Dispute Resolution Program Act that leverages court filing fees to fund voluntary and free mediation for residents and businesses throughout the Orange County court system.
- Management of the funding, monitoring, and administering contracts of four domestic violence shelters in the Orange County area. The Domestic Violence Funds are derived from marriage license fees and domestic violence batterer's fines. The domestic violence program is connected to the One-Stop System to ensure seamless referrals both for job seekers from the shelters and for One-Stop visitors in need of assistance for domestic violence issues.
- Commitment to increase efforts toward securing grant funds in partnership with other stakeholders.

Section 4 – ADULT STRATEGIES

Overview

Over the better part of the last two decades, the OCWIB has established, and subsequently made numerous improvements to, a high performing service delivery system for adult job seekers. In accordance with the requirements of the Workforce Investment Act, the One-Stop system has been the centerpiece of this system, and the OCWIB has been extremely effective at marshaling resources from a wide range of mandated and other partner organizations to ensure that job seekers and businesses served by the system receive the services and support that they need.

However, despite our numerous service innovations and programmatic successes, the OCWIB recognizes that we must prepare to address further needs for change in order to make certain that services for adult job seekers continue to reflect the demands of the local economy. The system must be able to offer workers training through career pathways programs that result in industry-recognized credentials reflecting skill sets needed to address workplace requirements.

This section of the OCWIB's 5-Year Strategic Local Workforce Plan addresses the following topics:

- Vision for development of career pathway programs in Orange County
- Plan for increasing the availability of career pathway programs within the County
- Expanding on past and current successes with career pathway initiatives
- Approach to improve the transition of job seekers from basic education to skills training and/or employment.
- Plan to increase the number of job seekers that complete training for employment in demand sectors
- The OCWIB's strategic layoff aversion strategy
- Expanding the use of work-based learning models in Orange County

Vision for Developing Career Pathways in Priority Sectors

For the OCWIB, developing career pathways will require efforts to redesign the delivery of education, training, and employment services to be much more integrated, aligned, and participant-centered. In this regard, embarking on career pathway approach will deepen the collaboration and coordination among current One-Stop partner agencies, educational institutions, and support organizations, as we work collectively to meet workforce needs at all levels.

Defining Career Pathways Programs

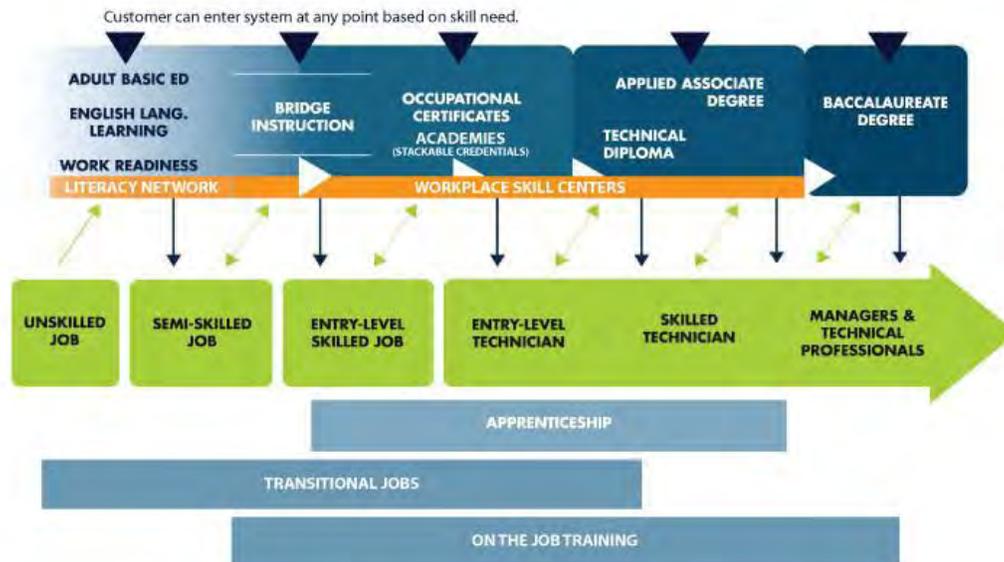
The OCWIB has adopted the "career pathways programs" definition from the U.S. DOL Career Pathways Toolkit developed by Social Policy Research Associates, as it specifies characteristics against which the OCWIB will be able to assess the content and value of programs that are being developed.

Career pathway-oriented workforce development has the goal of increasing individuals' educational and skills attainment and improving their employment outcomes while meeting the needs of local employers and growing sectors and industries. Career pathway programs offer a clear sequence, or pathway, of education coursework and/or training credentials aligned with employer-validated work readiness standards and competencies. This systems approach makes it easier for people to earn industry-recognized credentials (through more flexible avenues and opportunities for relevant education and training) and to attain marketable skills so that they can more easily find work in growing careers. These comprehensive education and training systems are particularly suited to meet the needs of working learners and non-traditional students. Career pathway programs feature the following characteristics:

1. Sector Strategy: Career pathway education and training programs align with the skill needs of industries important to the regional or state economies in which they are located, and reflect the fact that employers in the targeted industry sectors are actively engaged in determining the skill requirements for employment or career progression in high-demand occupations.
2. Stackable Educational/Training Options: Career pathway programs include the full range of secondary, adult education, and postsecondary education options, including registered apprenticeships; they use a non-duplicative progression of courses clearly articulated from one level of instruction to the next; they provide opportunities to earn postsecondary credits; and they lead to industry-recognized and/or postsecondary credentials.
3. Contextualized Learning: Career pathway education and training programs focus on curriculum and instructional strategies that make work a central context for learning and help students attain work readiness skills.
4. Accelerated/Integrated Education & Training: As appropriate for the individual, Career pathway programs combine occupational skills training with adult education services, give credit for prior learning, and adopt other strategies that accelerate the educational and career advancement of the participant.
5. Industry-recognized Credentials: Effective Career pathway programs lead to the attainment of industry-recognized degrees or credentials that have value in the labor market.
6. Multiple Entry & Exit Points: Career pathway programs allow workers of varying skill levels to enter or advance within a specific sector or occupational field.
7. Intensive Wrap-Around Services: Career pathway systems incorporate academic and career counseling and wrap-around support services (particularly at points of transition), and they support the development of individual career plans.
8. Designed for Working Learners: Career pathway programs are designed to meet the needs of adults and non-traditional students who often need to combine work and study. They provide childcare services and accommodate work schedules with flexible and non-semester-based scheduling, alternative class times and locations, and innovative uses of technology.

The following graphic, which was developed for the career pathways system in Wisconsin, illustrates the OCWIB's proposed model for developing and implementing a continuum of services provided along a career pathway, including multiple entry and exit points and stackable credentials.

Career Pathway Platform



Framework for Developing Career Pathway Programs in Orange County

Constructing a career pathways system in Orange County will require substantial changes at all points along the continuum of education, training, workforce development, and social services programs. The OCWIB, the K-12 system, ROPs, local adult school, community colleges, universities, postsecondary and technical institutions, social services agencies, community-based organizations, and others will need to commit time and resource to this endeavor.

“The Promise of Career Pathways System Change⁶” report describes six key elements, which were identified through U.S. DOL career pathways technical assistance initiative, as essential to the development and implementation of state and local career pathways systems. The OCWIB intends to adopt these elements as a framework for leading the development of pathways programs in the County. Included are:

Build Cross-Agency Partnerships and Clarify Roles: Key cross-agency partners at the local and state levels are engaged, agree to a shared vision, and gain support from political leaders. Roles and responsibilities are clearly defined and formalized.

Identify Sector or Industry and Engage Employers: Sectors and industries are selected and employers are engaged in the development of career pathways.

Design Education and Training Programs: Career pathway programs provide a clear sequence of education courses and credentials that meet the skill needs of high-demand industries.

Identify Funding Needs and Sources: Necessary resources are raised and/or leveraged to develop and operate the career pathway system, and education and training programs.

Align Policies and Programs: State and local policy and administrative reforms are pursued to promote career pathway system development and to support implementation.

⁶ Gardener-Clagett, Mary and Uhalde, Ray “The Promise of Career Pathways Systems Change,” Jobs for the Future

Measure System Change and Performance: Assessments of system-wide change and measurements of performance outcomes are conducted to ensure continuous improvement.

Plan for Developing the OCWIB’s Career Pathways Program

Using the “six key elements listed above,” the OCWIB will proceed with the development of a career pathway approach as follows.

<i>Career Pathway Development Activity</i>	<i>The OCWIB Plan Development Plan</i>
Build Cross-Agency Partnerships	This step has been initiated through the establishment of the Orange County Economic and Workforce Development Network.
Identify Industry Sector and Engage Employers	Three Sector Partnership groups will be formed; IT, manufacturing and healthcare. The IT group is already active through the WIF grant described below.
Design Education and Training Programs	Through an intensive process of surveying current programs and assessing coursework available to address industry needs, career pathways approaches will begin to take shape; and education partners will lead the process to develop necessary curricula.
Identify Funding Needs and Strategies	Again, a survey of available resources will be conducted and existing resources will be leveraged in support of career pathway training. Where gaps exist, the Partnership will identify strategies for resource development.
Align Policies and Programs	Locally, the OCWIB will follow the state’s direction where the opportunities to align policies across systems (workforce development, community colleges, etc.) exist.
Measure System Change and Performance	As programs are implemented, results will be tracked and analyzed in order to identify success, weakness and opportunities for improvement.

Increasing Career Pathway Programs in Demand Industries

As indicated in Section 2, the OCWIB will initially concentrate our sector strategies (the focus of which is career pathway development) on 3 industries – IT, manufacturing and healthcare. As we make progress in these areas, will adopt additional sectors as targets.

In 2012, U.S. DOL awarded the OCWIB a \$3,000,000 Workforce Innovation Fund (WIF) grant for the “Information Technology Cluster Competitiveness Project. The project will implement a new approach for engaging business and education stakeholders in an intensive planning process concerning the education and training needs of companies in Information Technology across Orange County. Under the project, OCBC will separately convene business and education stakeholder groups. Later they will be brought together to produce a “roadmap” that plots a course to address “just in time” training needs, those just around the bend and the long-range workforce needs of industries in which IT skills are a critical element to companies’ success. In addition, five IT career pathway initiatives will be piloted under the project to determine the success of education in better aligning coursework to current industry needs.

The OCWIB will use the IT Cluster Competitiveness Project as a model for our work in leading Sector Partnerships in examining career pathway needs and developing programs and courses in response.

Improving the Transition from Basic Education to Postsecondary Education, Training or Employment

Each year, a sizable number of job seekers served by the OCWIB are assessed as basic skills deficient. In order to ensure that these individuals have the skills necessary to qualify for and succeed in jobs, many are referred to services for language skills and math remediation. Such services are available through WIA-funded and other programs including community college programs, adult schools, ROPS, non-profit agencies and community learning centers. While the length of time that participants spend in basic education varies from student to student based on individual skill deficits, it is not the case that large numbers of these students spend inordinately long periods of time in basic education. Most quickly acquire new skills to support their employment efforts and it is not uncommon for learners to continue studying to increase communication and computation competencies after they begin work.

The OCWIB recognizes that improvements in effectively transitioning basic education students to postsecondary education, training and employment could increase the overall job prospects for some participants. Therefore, we plan to work with the education partners in our Network and Sector Partnerships to examine basic education models which are alternatives to the classroom settings that characterize our basic education programs. These may include:

Computer-Based Learning: Many colleges, schools and community-based agencies have built “computer learning labs,” which are classrooms outfitted with the computer hardware and software required to provide instruction in one or more subjects. Basic education and remediation are common subjects for which this method of instruction is most useful. A variety of basic education software is available that accommodates various learning styles. Students progress at their own pace with the assistance of instructors and/or proctors.

Contextualized Learning: More than 20 years ago, the initial SCANS report published by the U.S DOL indicated that, according to research in neuro and cognitive science, the best way to learn something is in context. A wide range of evidence suggests that students benefit when their basic skills needs are addressed in the context of their career path. Contextualized instruction is based on developing new skills, knowledge, abilities, and attitudes in students by presenting subject matter in meaningful and relevant contexts - previous experience, real-life, or the workplace. New skills are then applied in these relatable contexts.⁷ A number of California’s community colleges are now using contextualized basic skills instruction as part of their CTE programs. We will review these models to identify where promising practices might be expanded.

The OCWIB programs have not faltered in meeting the board’s commitment to ensuring that job seekers have access to the services they need to prepare for and succeed in securing employment. When the services needed are training, One-Stop representatives have at their disposal a wide range of resources, including: programs/courses provided by both public and private educational institutions; funds that can be used to support work-based training, such as on-the-job and customized training; apprenticeship programs; and community-based training. For programs on the local Eligible Training Provider List (ETPL), WIA funds can be used to support training. The OCWIB’s strategy for promoting successful completion of training by underprepared job seekers includes promoting the enrollment of more job seekers in training; providing support services that enable participation in training; and working to ensure that programs appropriate to various job seekers needs are available.

Enrolling Job Seekers in Training: A number of factors have heightened the awareness of workforce system staff about the importance of securing skills training for underprepared workers. Not the least of these is the sluggish economy of the recent past. In order to succeed in an intensely competitive job market, job seekers have needed to come to the table with skill sets that reflect the current needs of the workplace, even for entry-

⁷ Valerie L. Carrigan, Director of the Workplace Learning Resource Center and Next Skills Institute at Los Rios Community College District “Working with Students with Basic Skills Needs In Career and Technical Education (CTE)”

level positions. This fact, combined with State legislation (SB 734) mandating specific training expenditure levels, has ensured that system clients who need training are referred for these services.

Support Job Seekers in Efforts to Complete Training: Because those least prepared for work often also lack financial resources to sustain participation in training over week or months, the OCWIB has implemented support services protocols that provide direct support and referrals for housing, transportation, clothes/uniforms, tools and other necessities. In addition, One-Stop staff work individually with participants to determine if a stop-gap job during training is necessary and appropriate.

Promote the Availability of a Training Programs Suitable to Various Entry Points along a Career Pathway: The OCWIB's ETPL reflects its demand occupation list and, as such, includes hundreds of programs suitable to job seekers entering careers at all levels. We anticipate that the effectiveness of the foregoing strategies will increase substantially as Orange County's Sector Partnerships move closer to implementing a full range programs as part of industry-focused career pathways.

Strategic Layoff Aversion Strategy

In its support of the use of WIA funds to increase employee retention, particularly in distressed companies, U.S. DOL has defined layoff aversion as:

- saving an employee's job with an existing employer at risk of downsizing or closing; or
- transitioning an employee at risk of dislocation to a different job with the same employer or a new job with a different employer, with a minimal period of unemployment.

The knowledge and skills of the workforce are the core drivers of economic competitiveness, and skills training is the major tool available to WIBs to avert layoffs. In sync with acknowledgement throughout the national workforce system in recent years that the WIA program needs to be more proactive in terms of saving jobs, the OCWIB has begun to design and implement strategies in support of business retention and layoff aversion. Because our training and education services are not adequate to meet the full range of services needed by companies at risk of closing or laying off employees, the OCWIB will work closely with OCBC, various cities, chambers of commerce, the SBA, the Small Business Development Center, education agencies and other members of the Orange County Economic and Workforce Development Network to address business needs. Our vision for fully implementing a layoff aversion strategy includes:

Identifying Companies in Distress

Early warning indicators, whether identified as immediate danger signs or as long-term patterns, can buy the time necessary to develop alternatives to company closures and job losses. Monitoring industry economic health and activity is an essential component of a successful layoff aversion strategy. An important resource in the OCWIB's ability to identify companies that may need retention support are various community partners who are aware of growing distress in company finances or operations. Such partners may include: city government; local unions; chambers of commerce; civic organizations; customers and suppliers; business associations; and industry groups.

Barring confidentiality restrictions, the OCWIB or a partner could use information from a community resource as the basis for contacting a company with information about business support services from the Network partners. Other early warning data sources that the OCWIB and partners will continue use to identify companies in possible distress include:

- WARN Notices, which useful in analyzing layoff activity by industry sector and occupations being laid off.
- Public loan defaults: information shared through state and local economic development offices.
- Utility companies' reports on drops in usage can indicate elimination of a shift, cutbacks in overtime, fewer machines operating, etc.

- Major trade journals, business journals, and local or regional newspapers.
- Employer annual and quarterly financial information.
- Dun & Bradstreet or Experian: These companies provide information on firms and industries under stress. Reports are generated monthly and relevant information

Providing a Comprehensive Menu of Services

In order to address the needs of business in distress, the Network will provide the following as part of our strategic layoff aversion strategy:

- Conducting individual needs assessment of companies “business retention” needs
- Assistance with securing tax credits, incentives and cost containment programs
- Coordination of utility and technology services
- Assistance in accessing public financing programs (local, state and federal) and Industrial Development Bonds
- Identification of traditional financing opportunities
- Coordination of fund sources, such as the California Employment Training Panel program, that are well suited to providing skills upgrades and retraining to incumbent workers;
- Coordinating with educational and job training institutions to satisfy the precise skills needs or one or more businesses
- Training (including both traditional and work-based models) for current employees and new workers to make the business better able to compete.

An example of the OCWIB’s layoff aversion strategies in action is our partnership with the California Manufacturer’s Technology Consulting (CMTC). On behalf of the WIB, the organization links the existing network of business assistance providers in Orange County to local manufacturers, raising awareness of available resources and providing layoff aversion implementation services. These services have been provided to 15 at-risk Orange County manufacturers that planned to lay-off workers, and it is estimated that 165 jobs were saved as the results of these efforts. CMTC follows a standard 7-step plan developed under our partnership, which was cited as a best practice in the U.S. GAO publication “Workforce Investment Act Collaborations between Workforce Boards & Employers Helped Meet Local Needs”.

Expanding the Use of “Earn and Learn” Models

The economic recession caused the OCWIB and workforce professionals throughout California and the nation to rethink our system’s “standard operating procedures” for preparing workers for employment and connecting them to jobs. As is often the case, we referred to “play books” from a bygone era and found a number of work-based learning or “earn and learn” models that had fallen out of favor over the years. On-the-job training (OJT), customized training and even work experience (a WIA intensive service) were promoted as promising opportunities to connect workers with jobs and encourage businesses to bring on board workers they needed to get their companies back on track to a full pre-recession recovery. At the same time, federal ARRA⁸ legislation and related guidance from U.S. DOL began to promote OJT and similar services as mechanisms to jump start hiring, provide workers with relevant “real time” skills and spur economic recovery. DOL has made OJT and customized training options more appealing than ever to companies, especially small businesses, as waivers have been granted that effectively increase the level of financial contribution from the WIA program. The OCWIB’s current use of and plans to further develop earn and learn training models include the following:

On-the-Job and Customized Training

Each of the OCWIB’s One-Stop career centers offers OJT as a training option for job seekers whose occupational interests and/or learning styles are best suited to work-based learning. Center staff are also

⁸ American Recovery and Reinvestment Act of 2009

actively engaged in promoting the benefits of OJT to businesses, providing them with information on the advantages to companies of training workers to their precise specifications. In addition, under a separate contract, the OCWIB has hired a Business Services provider to conduct countywide outreach. OJT and other work-based learning activities are among the principal products that the contractor is attempting to sell to Orange County businesses. Earlier this year, the OCWIB hosted a day long intensive training session for all staff and contractors regarding OJT rules and benefits

Much like OJT, WIA's customized training activity provides a means of instructing workers in the precise requirements of a particular business or a group of employers. While customized training programs often include a component that is purely didactic and does not involve hand-on learning or engagement in productive work, it is generally the case that a portion of such training is work-based, during which time participants are being paid.

As part of our overall plan to increase the number of participants who successfully complete training programs in priority industries and demand occupations, over the last several years, the OCWIB has continued to increase the number of "slots" planned for OJT and customized training. Based on our recent completion of a procurement process for One-Stop operators and workforce services providers, the WIB's resources for developing effective work-based learning programs tied to sector-specific career pathway is stronger than ever.

Hybrid Learning Models

Over the last two decades, community college and private postsecondary education programs have increasingly incorporated "externship" activities as part of traditional classroom training programs, particularly in fields such as medical assisting and other healthcare support occupations in which some hands-on experience in a virtual prerequisite for employment. Generally, these activities are short in duration, meeting the minimum amount of time to satisfy employer requirements for entry-level new hires. Although, WIA programs have concurrently offered OJT as a training activity, in very few cases have classroom and work-based training been combined using the OCWIB WIB's WIA resources. Working with our Sector Partnerships, the OCWIB will explore opportunities to connect classroom and work-based training so that the schools and the workforce system produce more skilled, versatile and job ready workers.

Collaboration with Apprenticeship Programs

Santiago Canyon Community College (SCC) is currently the only community college in Orange County that offers apprenticeship and journeyman training in various trades. The OCWIB is currently working with SCC on various projects, including listing apprenticeship and journeyman training programs on the ETPL. Through the ETPL application process, the OCWIB has included the Electrician/Construction Wiremen (CW) and Journeyman Carpentry courses at SCC on the State Eligible Training Provider List. These Apprenticeship/Journeyman programs are approved and registered DIR/DAS apprenticeship programs. The availability of these programs have opened opportunities for the OCWIB to work with unions and for interested job seekers to take advantage of the programs.

The placement of the SCC apprenticeship and journeyman programs onto the ETPL has created an opportunity for the OCWIB to initiate a pilot project with the International Brotherhood of Electrician Workers (IBEW) that assists eligible adults, dislocated workers and incumbent workers with apprenticeship training, skills upgrade training and support services. The skills upgrade training will help to avert layoffs; increase employability, maintaining or finding employment; and, possibly, lead to an increase in pay. The training is offered through the Electrician CW program at Santiago Canyon College. The OCWIB is also in the early stages of planning a similar effort with the Carpenters Union.

Moving forward, the OCWIB is seeking to expand opportunities to effectively partner with approved apprenticeship programs, including pre-apprenticeships. While the building trades offer many of the most recognizable apprenticeship programs, working the Orange County Economic and Workforce Development

Network, our sector partnerships and directly with the Orange County Labor Federation, the OCWIB will complete a scan of apprenticeship compatible occupations within the local labor market and develop a cross-walk of these occupations to apprenticeship programs. Programs associated with promising sectors and demand occupations will receive priority.

Summary

The OCWIB's plans for improving upon existing strategies for meeting the needs of adult job seekers are focused on current and future efforts to increase the availability, quality and relevance of occupational and foundational skills training in the County. The signature endeavor of this initiative will be the career pathway programs that will be planned, developed and implemented through the efforts of Sector Partnerships, which the OCWIB will lead and participate in. Pathway designs will not only create a mechanism for providing skills and certification along the continuum that comprises a career path, but will promote a skills training environment aligned with workforce system goals related to increasing opportunities for all categories of job seekers to access training over their lifetimes in the type, format and sequence that meets individual career needs.

The OCWIB Goals for Adult Service Delivery System

The OCWIB's principal goals for the Adult service delivery system are:

1. Build strong Sector Partnerships including representatives from business, labor, education, workforce development and other interested stakeholders to carefully examine and assess what the most important workforce skills and training needs are in priority sectors. (short term)
2. Use the Sector Partnerships as the vehicle for the identification of career pathways and the development, re-tooling and alignment of courses/curricula to meet business needs. (long term)
3. Working with agencies across the Network, increase the numbers of workers who are able to access and take advantage of skills training geared to employment in priority sectors and other promising industries. (long term)
4. Expand the use of work-based learning models to create additional skills development and employment opportunities for all workers and align work-based learning strategies with career pathway strategies. (mid-term)
5. Continue to build strong linkages to registered apprenticeship programs and fully integrate these programs in the OCWIB's One-Stop and WIA Youth Program delivery systems. (mid-term)

Support for California's Strategic Vision

Within California's Strategic Workforce Development Plan, strategies for strengthening workforce development system services and employment opportunities for adults are captured within the following statement and in the plan's "Adults Goal."

By utilizing shared strategies, California's statewide workforce investment system will focus on helping students and workers obtain industry-recognized certificates, credentials and degrees in priority sectors to fill critical labor market skills gaps, strengthen key industry sectors, and achieve economic growth and shared prosperity.

Adults Goal:

Increase the number of Californians who obtain a marketable and industry-recognized credential or degree, with a special emphasis on unemployed, underemployed, low-skilled, low-income, veterans, individuals with disabilities, and other at-risk populations.

The OCWIB's plan for the enhancement of our service delivery system for adult job seekers complements and supports California's Strategic Vision by including strategies to:

1. Identify career pathway programs needed by priority sectors and plans to develop these programs by working with education, business and labor partners under Sector Partnerships.
2. Improve processes that support learners in efficiently moving from basic skills education to job skills training and/or employment
3. Increase the number of workers who take advantage of skills training in priority clusters/growth industries and successfully complete the training.
4. Implement a strategic approach to layoff aversion and rapid response.
5. Expand the use of work-based learning models (such as OJT, customized training and apprenticeship programs) that provide opportunities for job seekers to learn while they are actively engaged in paid employment.

Fulfillment of the High-Performance Standards

Below is a summary of how the strategies described herein designate OCWIB as a high performing local board.

On behalf of the Governor, the California Workforce Investment Board has established the following expectation with regard to its local plan evaluation standard for "Adult Investments in Training, Skills Development and Career Pathways."

The Local Board views as a priority the increasing of worker skills and workplace competencies and the development and use of career pathways that connect skills to good jobs that can provide economic security.

The OCWIB's strategies for addressing the needs of adult job seekers meet each of the criteria against which the Adult Strategies Standard is measured.

1. **The local board ensures pre-apprenticeship and apprenticeship training is coordinated with one or more apprenticeship programs registered by the U.S. Department of Labor Employment Training Administration and approved by the California Department of Industrial Relations Division of Apprenticeship Standards for the occupation and geographic area.**

To supplement current collaborations with the IBEW's apprenticeship program and other organized labor training initiatives, the OCWIB will:

- Complete on-going research and evaluation of occupations within each of Orange County's top industry clusters, including the OCWIB's priority sectors, to determine which are apprenticeable and develop a cross-walk to locally available apprenticeship programs.
- Outreach to and collaborate with the Orange County Labor Federation to identify additional opportunities to link to labor-sponsored apprenticeship and pre-apprenticeship programs.

- Outreach to and collaborate with the four Orange County-based community college districts to identify additional opportunities to link to apprenticeship programs and related coursework that they deliver.
- Increase coordination between apprenticeship programs and fully integrate them with current One-Stop and WIA Youth Programs.
- Fully engage labor partners in the Network and Sector Partnerships to ensure that the evaluation of promising sectors and the development of training strategies within career pathway programs include ample input on how apprenticeship programs can benefit job seekers/learners.

2. The local board prioritizes training for occupations in priority industry sectors in the local or regional economy resulting in completion and attainment of a degree and/or other credentials valued and used by priority industry sector employers within the region.

To build upon our efforts to make training widely available to all job seekers needing skills development and to improve upon our systems of support, which promote training completion and the credential attainment, the OCWIB will:

- Lead Sector Partnerships engage business and other stakeholders in an intensive dialog and review of skills needed with growth sectors.
- Prioritize training and set aside 25% of WIA funds for training, while leveraging additional training funds from other sources.
- Continue to produce a demand occupations list that focuses training on areas for which there significant needs within the local labor market. The list will be informed by the work of the Sector Partnerships in identifying skills needed for demand occupations.
- Track training completion and placement data for providers on the ETPL and utilize this data to identify high quality training providers.
- Identify occupations that provide self-sufficiency wages and ensure that programs providing training for these jobs is available to the system's job seekers.
- Identify training that leads to a recognized degree, certificate and/or credential; including those that are stackable, portable and accredited.

3. The local board emphasizes career pathways as a framework through which learners can connect their skills and interests with viable career options.

Using strategies promoted by the U.S. DOL and drawn from successful models that have been implemented across the nation, the OCWIB will build upon our current efforts to develop career pathway programs for priority sectors by:

- Building upon the OCWIB's long history of collaboration with education, by fully engaging education in the activities and objectives of the Network and the Sector Partnerships.
- Using lessons learned and best practices from the OCWIB's WIF IT Cluster Competitiveness Project (which is centered on working with education to map career pathways) to support the work of the Sector Partnerships.

- Utilize the Sector Partnerships to developing improved strategies for communicating career pathway information to job seekers.

4. The local board continuously partners with employers, educators, and other stakeholders to identify funding to support worker training and education that results in improved skills, degree, credential and certificate attainment, and employment.

Building upon our long-standing history of partnering successfully with a wide range of other stakeholders in seeking and securing funding local, the OCWIB will:

- Work with Network partners to identify strategies to effectively: 1) utilize existing funding; 2) leverage/braid identified funding; 3) pursue additional resources for support training.
- Survey and catalog the full range of funding that is locally available to support training.
- Work with network partners to develop a joint revenue plan.

Section 5 – YOUTH STRATEGIES

Overview

The OCWIB's strategies and approaches to delivering workforce development services to youth have evolved significantly over the more than a decade that has elapsed since our implementation of WIA. Initially, as was the case in many local workforce areas, the system borrowed heavily from predecessor programs, as investments from a quarter of a century County-managed CETA and JTPA⁹ programs had built a service delivery infrastructure that could not be easily "retired" overnight. However, within the first few months of WIA operations, new systems for delivering the ten required Youth Program elements began to take root and quickly became the standard.

Today, the OCWIB's WIA Youth Program is one that has been strongly influenced by lessons learned locally, best practices from the nationwide youth workforce development system, and federal and state mandates, policies and guidance. Among some of the most significant changes in the OCWIB's Youth strategies over the last thirteen years have been:

- A shift to serving a higher percentage of out of school, largely in response to very high unemployment experienced among this population, especially at the height of the recent recession.
- Changes in the focus of youth programs heralded by the federal Recovery Act; particularly, an emphasis on serving youth and young adults who are "disconnected" from work and learning.
- For in-school youth, focusing on services/support to help them graduate and for those you have dropped out, intensifying efforts to reengage them with the education system.
- The use of interim benchmarks to mark mid-term accomplishments by youth in order to keep them actively engaged during participation in service strategies that often stretch over many months.
- The use of interim assessments to determine aforementioned mid-term accomplishments.
- Increases in the use and amounts of support services for youth, who (by virtue of WIA's eligibility criteria), all have significant barriers to employment.
- Greater emphasis on post-program services to promote retention in employment and/or training.
- Strengthening the connection between youth programs and the One-Stops so that youth have a familiarity with the system and will be at ease accessing One-Stop services as they pursue further training, education and career goals.
- Increased training and technical assistance for youth service providers.
- Implementation of a recognition and incentive policy for youth providers.

⁹ The federal Comprehensive Employment and Training Act of 1973 (CETA) and Job Training Partnership Act of 1982 (JTPA)

The OCWIB's plan in the area of Youth Strategies embraces past achievements and current success, while directing the board's and staff's attention to opportunities on the immediate horizon and beyond.

This section of the plan addresses the following topics:

- The OCWIB's vision for increasing the educational, training and career attainment of youth
- Support for increasing students' completion of a challenging education that prepares them for postsecondary education, employment and careers
- Promoting transitions to postsecondary education and careers
- Serving Orange County's eligible youth population
- Coordination with local programs and activities
- The OCWIB's Youth Council and youth-focused initiatives
- Preparing a pipeline of workers for Orange County
- Promoting quality and performance in youth service delivery
- Strategies for serving most-in-need youth

Vision for Increasing the Educational, Training and Career Attainment of Youth

In support of the overarching goal to increase the number of youth who graduate from high school prepared for work or career education, the State has communicated two priorities within its Strategic Workforce Development Plan:

1. Increase the number of high school students who complete a challenging education, including math gateway coursework and industry-themed pathways that prepare them for college, "earn and learn" training through apprenticeships, OJT, and other postsecondary training; and
2. Increase opportunities for high school students and disconnected youth to transition into postsecondary education and careers.

The merits of the State's youth goal and its attendant priorities are unimpeachable – youth should leave high school with skills, knowledge and plans that set them on a path to a career that will provide for their self-sufficiency and fulfillment. The challenge for the OCWIB and for the WIA-funded workforce development system is how best to support these objectives, as our system is statutorily limited in who we can serve and what we can provide. Limitations notwithstanding, the OCWIB fully supports local efforts to increase the educational, training and career attainment of youth and has taken action, as described below, in support of this objective. As we strive to make our youth system even stronger, joint planning and coordination with public education, county and state support systems and community-based providers will be critical to our success.

Support for Increasing Students' Completion of a Challenging Education that Prepares Them for Career Training and Employment

Increasingly, over the last several years, the OCWIB has sought to infuse the traditional "ten elements" of the WIA Youth program (particularly for in-school participants) with additional career exploration and exposure activities so that youth are better able to make the connection between what they are studying in school and the marketplace where they will be employed as adults. Some of our efforts have been tied to specific projects, such as a 2009-2010 state-funded "Green Job Corps" project, through which youth were exposed to myriad applications of the science, math, computer and communications skills that are transforming jobs and workplaces into leaner, greener versions of what they have traditionally been.

Another of the OCWIB's methods for increasing students' motivation to complete challenging coursework to prepare for post-high school education and employment is through the implementation of highly-focused career exploration programs and activities in partnership with Vital Link, an Orange County-based non-profit organization. Vital Link's mission is to assist students in preparing for meaningful careers by engaging them in

activities and projects that help them explore, discover and connect to their futures. Under a contract with Vital Link, all youth participants can take advantage of career exploration and preparation programs including:

STEM/STEAM¹⁰ Career Showcase: A business-sponsored event where, through presentations and the use of interactive exhibits and displays, more than 50 business showcase jobs and actual work functions using STEM skills. Careers that are highlighted include: engineering, digital media arts (3D, graphic arts, and illustration), game design, TV production, aerospace, automotive technology, medical, land surveying, forensics, public safety, advanced manufacturing, environmental technology, sustainable energy and information and communications technology.

Career Exposure/Business Site Tours: Annually, Vital Link schedules a series of tours to major employers representing key industry clusters in Orange County. These tours provide exposure and initial job shadowing for youth. Examples of current year site tours include PBS; “Medical Careers in Action” (at two of the region’s major medical facilities – St. Joseph’s Hospital and Saddleback Memorial Medical Center); Precision Optics, a high tech manufacturing facility; and the Orange County Performing Arts Center.

STEM & Digital Media Arts Workshops/Training: These workshops move beyond mere exposure. They include an introduction to career fundamentals, emphasizing the STEAM skills needed to pursue advanced education and training that will be necessary to secure employment in these occupations. Recent workshops and training in which the OCWIB participants have been enrolled include: Microsoft Digital Media Arts; Development of “Apps” for Mobile Devices; and STEM Career Exploration, which provides information and hands-on interaction related to careers in the medical, engineering, transportation, information technology and environmental fields.

While the foregoing career-focused services and projects clearly support students’ understanding that the workplace requires strong foundational and technical skills (such as those represented by STEAM curricula), it is expected that the OCWIB’s sector-focused strategies will include working with business and education in the development of career pathways programs that incorporate new approaches to engaging in youth in “a challenging education.”

Promoting Transitions to Postsecondary Education and Careers

The OCWIB’s programs function as a mechanism to connect graduating high school students and out of school/disconnected youth to postsecondary education opportunities and assist them with the transition. For those meeting eligibility requirements, referrals to and enrollment in classroom training, work-based learning (e.g. on-the-job training, apprenticeships) and employment opportunities are essential components of the WIA youth program. Similar services are available for young adults (those over the age of 21) through the OCWIB’s One-Stop system.

Because WIA funds are limited in amount and access (based on program eligibility), in partnership with education, business, labor and community partners, the OCWIB will participate in planning to identify options and resources to create additional opportunities for youth and young adults to enter training and access services connecting them to training, education and employment. These efforts will likely emanate from the Economic and Workforce Development Network and be sent to education stakeholders to develop an implementation plan. The OCWIB is fully committed to ensuring that the full range of our available resources support this effort.

Serving the Eligible Youth Population

As of 2010, Orange County had a population of 3,010,232 (U.S. Census Bureau, 2010 Census) with a median age of 36.2 years old. Around 27.6 percent of the population is under the age of 19 years old. Among this population, it is estimated that 14% of youth with the OCWIB’s service area, meet the WIA Youth Program

¹⁰ STEM = Science, technology, engineering and math. STEAM reflects the addition of arts to the core technology career skills, as a foundation in arts is essential to many digital media occupations.

eligibility criteria with regard to income and barriers. While Orange County’s WIA-eligible youth population faces a wide range of barriers to employment and educational attainment due to background and circumstances, their characteristics are broadly representative of those of WIA-eligible youth throughout the state. The OCWIB’s planned services for at-risk youth include the following targets, as percentages of participants served in the WIA Youth program:

Homeless	15 %	Youth with Disabilities	15 %
Pregnant/Parenting	20 %	Runaway Youth	5 %
Foster Youth	25 %	High School Drop-Out	20 %
Offenders	20 %	Other Barriers	15 %

Last year, 27% of OCWIB WIA Youth participants were disabled, 20% were offenders, and 17% were high school drop-outs. The needs for these unique populations are addressed through the OCWIB’s coordination with Orange County Healthcare Agency, Orange County Probation, and Orange County Department of Education.

Coordination with Local Programs and Activities

There are a wide variety of youth programs and activities in Orange County that concentrate on addressing the needs of at-risk youth. The OCWIB is directly involved with many youth service organizations and the four with which we contract as Youth Program service providers are connected to many more.

The OCWIB Youth Service Providers: Through an open, competitive process, every five years, the OCWIB selects organizations with a proven history of performance as service providers for the WIA Youth Program. The slate of current providers is diverse (including a local city government, a K-12 school district and two non-profit organizations), bringing a vast reservoir of experience and knowledge to the local youth service delivery system. Current WIA Youth Program service providers are:

City of La Habra: A youth service provider since the JTPA era, the city serves the northern quadrant of the County’s local workforce area.

Orange County Asian Pacific Islander Community Alliance: In addition to offering a spectrum of social services to a culturally and linguistically diverse client base, OCAPICA provides employment and training services for eligible youth throughout the Western region of Orange County.

Irvine Unified School District’s Career Link program targets youth in the Coastal and Southern regions of Orange County to provide employment services. The district also targets young adult veterans and their spouses for these services.

Orange County Conservation Corps offers on-the-job training to eligible youth between the ages of 18 to 21 in all four regions of Orange County. Participants are linked with an educational program to assist them in earning their high school diploma.

The OCWIB also directly manages and operates an “in-house” Youth Program, which serves as a tool to ensure than any gaps in service delivery (to target groups, communities or clusters) are readily addressed.

Links to Key Youth Initiatives and Programs: The OCWIB and our youth contractors rely on program support from several successful community/youth service organizations, Among these are:

Latino Educational Attainment Program: OCBC’s Latino Educational Attainment (LEA) Initiative program was developed to help fill the gaps left by education by assisting Latino parents in learning on how to advocate for their children and to spark the importance of education in Latino neighborhoods. LEA is working to unify the community, students and parents to produce a highly skilled workforce for the future and create neighborhood-

based groups that will provide navigational skills to parents in all of the areas where the 100 lowest-performing schools in the county are located.

Vital Link: As discussed above, Vital Link has developed a series of programs and services that effectively connect business and education in introducing youth the requirements of the workplace and to promising careers.

Orange County Department of Education ACCESS Program is an alternative secondary school available to those students for whom traditional school settings are not suitable. The program assesses student learning and achievement; utilizes strategies that ensure all students learn; provides a rigorous, relevant, and realistic curriculum; and gauges multiple measures of success.

Taller San Jose: This unique program offers offenders, including gang-involved youth, and other at-risk youth and young adults the opportunity to learn vocational skills through a combination of classroom training and work-based learning. Students prepare for entry-level employment in construction, healthcare and office administration.

Long Beach Job Corps Center: Orange County is the most populous county in California not to host a Job Corps center. However, area youth and young adults are recruited by the center in Long Beach, which lies just north of the county border.

Juvenile Justice: The OCWIB WIA Youth Providers work closely with youth involved with the Orange County Juvenile Justice System. For incarcerated youth, the OCWIB Youth Providers do presentations and provide intake at juvenile justice centers prior to the youth being released. Referrals are also received from several juvenile justice service providers such as: Youth Leadership Academy, Youth Guidance Center, Otto A. Fischer School and Joplin Youth Center. Youth gain work experience and participate in work readiness workshops to assist them in developing a positive work ethic to enter the workforce. Youth also have the opportunity to return to school to further their education and obtain certifications that will make them more employable.

Probation: In close partnership with the Orange County Probation Department, the OCWIB receives countless referrals. Referrals are received from Orange County Probation Officers as well as Alternative, Community, and Correctional Schools and Services (ACCESS). The OCWIB assists youth on probation to overcome multiple barriers and find a pathway to success. Youth gain work experience and participate in work readiness workshops to assist them in developing a positive work ethic to enter the workforce. Youth also have the opportunity to return to school to further their education and obtain certifications that will make them more employable. Youth are provided guidance on how to adhere to the probation requirements to avoid delays in probation discharge. The youth are provided with mentoring, financial literacy, life skills, and supportive services in order to learn to manage with the everyday life situations they may face. A full range of services are provided to the youth including life skills development, networking, referral to mental health and job training. It is the objective to ensure youth are successfully discharged from probation and reducing the recidivism rate within this population.

Social Services Foster Youth: The Orange County Social Services Agency administers the Independent Living Program (ILP) for eligible youth as young as 17 years of age. ILP services are provided by Orangewood Children's Foundation and the Orange County Children and Family Services Transitional Planning Services Program (TPSP). The OCWIB WIA Youth Providers work directly with these service providers for referrals and to supplement services provided by Orangewood Children's Foundation and TPSP to ensure self-sufficiency for foster youth. In conjunction with SSA's goals for foster youth, the OCWIB provides various services to youth enrolled in WIA including: educational and employment opportunities; life skills development; supportive services; and, mentoring. It is the ultimate goal of both SSA and the OCWIB to ensure that foster youth are stable upon leaving the child dependency system.

Network of Community-Based Youth Service Agencies: The OCWIB's Youth Program providers also work on a daily basis with community service and support agencies serving youth and their families. These include temporary and transitional shelters; clinics; counseling centers; the Boys and Girls Club; Goodwill; Orange County Department of Education; Community Action Partnership; Orange County Mentors for Youth Orange County Probation Department; and other countywide and neighborhood providers.

Youth Council and Youth-Focused Initiatives

The OCWIB's Youth Council advises the OCWIB on youth service delivery and programming. In this capacity, it recommends eligible providers of youth activities and identify strategies for leveraging other youth program funds for the purpose of improving the effectiveness of local youth programs through collaborative planning, funding, and service delivery; makes recommendations to the OCWIB for connecting youth programs activities, including those provided by local educational entities, to the One-Stop delivery system; and makes recommendations to the OCWIB for including training in nontraditional occupations for women and girls, and pre-apprenticeship training in youth program activities. The Youth Council includes OCWIB members and others that who have a special interest or expertise in youth policy. In accordance with the bylaws of the OCWIB, members include:

- Representative of youth who are enrolled in school;
- Representative of youth who are out-of-school;
- Representative from a private sector;
- Representative of local educational agencies serving youth;
- Representative of private nonprofit agencies serving youth; and
- Representative of apprenticeship training programs serving youth.

The OCWIB Youth Council's membership currently includes the private sector (The Irvine Company, Kirchner Consulting and 3P Consulting); education (Orange County Department of Education, Huntington Beach High School and Coastline ROP); the State Employment Development Department; the Southern California Indian Center; Orange County Probation Department; Orange County Health Care Agency; Department of Rehabilitation; local public housing authority; parent; and four independent youth representatives.

Although the Youth Council attempts to represent a broad group of youth and youth service organizations, its reach and scope are not all encompassing. Therefore, the OCWIB and the Youth Council collaborate and coordinate with a wide range of other entities, boards and youth-focused initiatives with responsibilities for delivering education, workforce development and social services and support to youth and young adults. These include all of the boards and administrative committees of major local education agencies (e.g. the Orange County Office of Education, the county's 15 K- 12/ high school districts, and the four community college districts). In addition, the OCWIB staff participate on a variety of constituent- and issue-focused committees, such as LEA, County Probation Department service providers' groups, and committees dealing with issues of homelessness, mental health and transition from foster care.

Looking forward, the OCWIB will seek to shift the focus of interaction with local educators from one concentrated on referral processes and information sharing to a more meaningful, on-going dialog about the ways in which education and the workforce system can work together to develop strategies (e.g. career exploration model, STEM-focused activities, career pathway programs) that better prepare youth and young adults for and support them in their transition to career education, vocational training and employment/careers.

Preparing a Pipeline of Workers for Orange County

Again, as described throughout this plan, the OCWIB's commitment to securing and maintaining the active engagement of industry and education stakeholders in processes that concentrate on the development of sector-specific career pathway programs will yield benefits across the local workforce development system and allied programs. One of these will be the development of clear connector activities between curricula at the high schools and priority sector career pathways. As discussed, the OCWIB's DOL-funded IT Cluster

Competitiveness Project includes as a component a pilot initiative for establishing IT career “pipeline” activities and curricula at one or more K-12 school districts in Orange County. It is anticipated that this pilot will yield data to inform future strategies at establishing pipelines of workers with the foundational skills needed to for priority sectors.

A connection with the WIB’s commitment to ensuring that a pipeline of workers is available to support industry needs, we plan to use the career pathways development engagement process as a mechanism to work with schools to identify ways in which the OCWIB and the WIA program can more actively promote and contribute to students’ staying in school and earning their diplomas.

Promoting Quality and Performance in Youth Service Delivery

In connection with our full range of programs, the OCWIB is committed to ensuring program quality and performance. Our principal approach has long-centered on recognition processes that acknowledge and reward service providers’ performance and accomplishments. Leadership is currently considering a variety of options for further developing the performance management and quality improvement systems used to support youth service delivery and other OCWIB programs.

Existing Performance Management and Quality Improvement Process: In 2012, the OCWIB implemented a recognition and incentive policy to promote and reward high performing youth providers. The program aims to recognize WIA Youth Program service providers’ accomplishments in two categories: 1) exceeding performance goals and 2) successfully implementing innovative service delivery strategies. In the first category, youth providers are recognized for exceeding standards, which includes service goals outlined in their contracts (e.g. enrollments, service to target populations, expenditures) along with U.S. DOL Youth common measures. High performing providers are determined by the number of measures exceeded along with the extent of “over performance.” With regard to innovative service delivery, recognition reflects effective implementation of approaches that result in the achievement of positive outcomes. Providers recognized in either category are publically acknowledged by the OCWIB and are eligible to receive additional funding based on available resources.

Considerations for Enhancing Existing Processes: In order to ensure that improvement is continuous and on-going, enhancements to the existing processes are being considered. Among these are:

- Adapt existing policies so that they more fully embrace strategies that link WIA youth programs and activities to State priorities that are tied to collaboration with the local education system to provide coursework and promote processes that prepare youth for and help them transition to postsecondary education and/or employment.
- Adopt the California Council for Excellence (CCE) award system as a mechanism to evaluate quality. CCE is an independent non-profit organization that manages the California Awards for Performance Excellence (CAPE) Program. CAPE helps California organizations in all sectors continuously improve through a structured program based on the national Malcolm Baldrige Performance Excellence Program. Several California WIBs have adopted CAPE as a mechanism to promote quality improvement and performance in their systems.
- Investigate, identify and evaluate other systems and programs that are available to increase the quality of services and the long-range value of investments. These may include staff development programs, training in performance management, and total quality management/continuous quality improvement systems.

No matter what approaches are ultimately chosen, the OCWIB will work with partners to establish metrics for what constitutes success beyond meeting the DOL measures.

The identification of precise strategies to enhance youth program performance and quality is slated as a short-term goal and should be completed within the 2013-2014 program year.

Strategies for Serving Most-in-Need Youth

By design, the WIA Youth program is focused on youth who are most in need of support, including those who are: from low income families; homeless/runaway; pregnant or parenting; foster youth; offenders; disabled; or high school drop-outs. As the OCWIB's programs are administered by the county, there is a heightened awareness of at-risk youth served by County agencies, including those in families receiving TANF, probation youth and youth in or "timing out" of the foster care system. Because the OCWIB's youth program is entirely devoted to most-in-need youth, serving them and ensuring that they benefit from opportunities that the program provides is not so much a matter of offering specialized or targeted services as it is conducting appropriate outreach and community-based networking to ensure that at-risk youth are aware of the OCWIB's youth programs, the One-Stop system and programs and services of our vast network of partners. Some of the ways in which we do this include:

- Participation in the County's Foster Youth Service Network: The County Social Service Agency, along with an extensive group of organizations providing transitional support to foster youth, meet on a monthly basis to exchange information and refine strategies for serving foster youth preparing for active in the emancipation transition process.
- Strong Ties to Housing/Shelter Programs: In addition to close inter-agency coordination with our housing services counterparts within Orange County Community Services, the OCWIB staff participates in regular forums of the local homeless service provider network to share information about our services.
- Support for the LEA Initiative: As described, the OCWIB's participation in the LEA provides a mechanism to promote youth programs to both potential participants and their parents in underserved Latino communities.

Over the five-year planning period, the OCWIB will continue to employ a variety of mechanism and contacts to promote the availability of services to youth who can most benefit from these services. In addition, as sector strategies and associated career pathway programs evolve, new strategies will likely be deployed to effectively communicate to youth the opportunities and benefits of careers in target sectors.

Summary

The OCWIB's Youth service delivery system is one that has significantly evolved in recent years, moving beyond merely meeting the program mandates of WIA by seeking to identify and implement strategies to encourage youth to complete school and prepare for jobs in growth fields. The sector strategies on which the OCWIB will focus over the next 5 years will yield innovative approaches to ensuring youths' better understanding of career options and their ability to pursue training and credentials to quality for employment in careers of their choice.

The OCWIB Goals for Youth Service Delivery System

The OCWIB's principal goals for the Youth service delivery system are:

1. Work with education partners to identify specific actions that the OCWIB can take to more fully support youth participating in a rigorous education (including STEM/STEAM) that prepares them for post-high school education, training and careers. (mid-term)
2. Work with education partners to identify specific actions that the OCWIB can take to promote students completing high school and earning a diploma. (long term)
3. Increase opportunities for all youth to participate in training and education activities that they need to qualify for self-sufficiency employment in fields for which career advancement opportunities exist. (short term)

4. Identify and implement strategies to promote continuous improvement in the delivery of workforce development services to youth and, working with Network partners, identify appropriate measures of success. (mid-term)

Support for California's Strategic Vision

Within California's Strategic Workforce Development Plan, strategies for strengthening workforce development system services and employment opportunities for youth are captured within the following statement and in the plan's "Youth Goal."

The Governor believes California must have a well-educated and highly-skilled workforce in order to remain prosperous and competitive in the 21st century global economy.

Youth Goal:

Increase the number of high school students, with emphasis on at-risk youth and those from low-income communities, who graduate prepared for postsecondary vocational training, further education, and/or a career.

The OCWIB's plans to enhance our youth service delivery system complements and supports California's Strategic Vision by:

1. Focusing on the development of career pathways, which will improve opportunities for postsecondary education and training for demand careers in promising sectors.
2. Maintaining and strengthening ties to the local education system in order to jointly address the skills need of youth.
3. Recognizing the unique needs of at-risk youth and the need for improved strategies to keep youth in school and to reengage dropouts with the education system.

Fulfillment of the High-Performance Standards

Below is a summary of how the strategies described herein designate OCWIB as a high performing local board.

On behalf of the Governor, the California Workforce Investment Board has established the following expectation with regard to its local plan evaluation standard for "Youth Strategies"

The local board is a strategic leader in building partnerships to reduce high school dropout rates; to effectively re-engage disconnected youth in education and work; to help youth understand career pathway options; and to encourage attainment of post-secondary degrees and other credentials valued by industry in the local area or the region's labor market.

The OCWIB's strategies for addressing the needs of youth meet each of the criteria against which the Youth Strategies Standard is measured.

1. *The local board is a partner with K-12 education and others on strategies that reduce high school dropout rates.*

Both current and planned efforts address this objective as evidenced by:

- The academic support systems and services that are integral parts of all the OCWIB WIA youth programs and to which all participants have access. These include academic coursework, alternative education programs and strategies, academic tutoring, and remediation and basic skills training.
- The WIB's relationships with a broad array of community partners (including the K-12 education system), which serves as providers of support services to participants, but also make numerous referral of at-risk youth, including dropouts, to them WIA system
- The OCWIB's goal to work with education partners to identify specific ways for the WIA program to reduce drop-out rates and support drop out recovery.

2. *The local board is a partner in developing and executing strategies to re-engage disconnected youth.*

Long committed to serving at-risk youth, the OCWIB's focus on supporting disconnected youth include:

- Partnerships with education and other stakeholder to design and develop youth programs and services that are relevant to diverse groups of youth including those with the weakness ties to the labor market.
- Existing relationships with community partners, as indicated above.
- A youth-friendly One-Stop system through which disconnected youth can learn about and explore career options and services that will prepare them for the world of work.

3. *The local board partners with employers, educators and others to help youth understand career pathway options.*

Current and planned strategies for increasing youth awareness of career pathway options include:

- Career exploration projects such as those operated by Vital Link on behalf of the OCWIB.
- Youth-oriented pilot initiatives embedded in the design of the WIB's IT Cluster Competitiveness Project, a national model for demonstrating sector-focused career pathways planning
- Plans to devote information campaign and awareness strategies as part of the career pathways development of the Sector Partnerships.

4. *The local board encourages youth to focus on attainment of postsecondary degrees and other credentials important to priority industry sector employers in the local or regional labor market.*

The OCWIB's strategies and approached that support the focus of youth on skills development and credential attainment include:

- Performance targets and attainments. 66% of out-of-school youth served in the OCWIB programs earn credentials/degrees and postsecondary education.
- Existing career exploration services, along with plans to develop new career pathways strategies as part of our sector focus.
- A youth-friendly One-Stop environment, as described above.

Section 6 – ADMINISTRATION

Overview

Effective, high performing workforce development delivery systems require strong administrative support. The board and leadership of the OCWIB are committed to ensuring that the Orange County workforce programs and services go beyond simply meeting the requirements established under WIA's compliance structure. The OCWIB strives to meet the following standards at all times in planning and in managing the system:

Quality: Program and services must have content and produce results that customers value and that meet and exceed their expectations.

Performance: Acquisition of skills, attainment of credentials, placement, job retention, wage gains, and customer satisfaction are among the areas in which performance goals are established. The OCWIB views these goals as the minimum benchmarks to be met and seeks to achieve results that exceed these targets.

Responsiveness: The OCWIB serves a wide array of customers and answers to constituents ranging from the U.S. DOL to job seekers in local communities. Each customer and stakeholder has unique requirements, preferences and expectations, all of which are subject to change over time. A key element against which the OCWIB measures its success is our responsiveness (in terms of both time and quality) to these needs and expectations.

Innovation: The workplace is ever changing. Technology, competition, and new markets are just a few factors that drive this on-going change. In order to keep pace with these changes, the OCWIB must develop and deliver services that are innovative and promote the ability of businesses in our region to compete and succeed.

Accountability: As our programs are publicly-funded, the OCWIB is acutely aware of the accountability required in managing and overseeing the local workforce system. Proven systems of tracking, recording, and analyzing data, support a committed board and experienced staff in meeting accountability standards.

This section of the plan addresses the following topics:

- The OCWIB's position as a community leader on workforce issues
- Collaboration with education in the planning process
- Engagement of key stakeholders local planning process
- Public comment process on local plan
- Award of the grants and contracts for the OCWIB program
- The OCWIB One-Stop system
- Designation and certification of One-Stop operators
- One-Stop services
- One-Stop system strategies for most-in-need target groups
- Strategies to support small businesses
- Resources for training in priority sectors
- Leveraging external resources
- Continuous improvement of training providers and programs
- The OCWIB services for UI claimants and TAA service recipients
- Preparing workers for "green jobs"
- Integrating apprenticeship programs and Job Corps in the One-Stop system
- The OCWIB Bylaws
- Updating the Local Plan
- Integrating the OCWIB service delivery with other systems

The OCWIB as a Community Leader on Workforce Issues

With strong representation from business, labor, economic development, education and the agencies representing the One-Stop partners, the OCWIB meets the mandated membership requirements and is recognized throughout the County and beyond as a leader and an innovator in the arena of workforce development. The OCWIB is supported by a staff of highly experience and capable administrative professionals, including an Executive Director with near a quarter of a century of experience operating and managing workforce programs and who has functioned in a leadership role with state and national organizations, including the California Workforce Association and the National Workforce Association.

There are dozens of examples that could be cited of events, projects, initiatives and plans on which the OCWIB has taken the lead. These share in common the WIB's efforts to build momentum and support through the following approaches:

Collaboration: More often than not, collaboration among the disparate disciplines involved in workforce development is inorganic and needs to be pushed. Because workforce development sits at the "crossroads" of education, training, economic development, and social services, the OCWIB is in a unique position to capture the interest of and engage stakeholders in planning processes and in working together to achieve common goals.

Resource Development: The OCWIB has taken the lead in developing many proposals for discretionary funding aimed at bringing additional resources to the region to increase the availability of training and services for Orange County job seekers and businesses. Agencies throughout Orange County recognize the WIB's effectiveness as an entrepreneurial fund developer that has been successful in securing tens of millions of dollars in federal and state grants over the last decade.

Data Collection and Analysis: The Community Indicators report, CEDS, and the Countywide Young Offender Reentry Blueprint are but a few examples of the OCWIB's commitment to and effectiveness in data management. The WIB's recognition that the workforce system benefits from data-driven and evidenced-based practices is one of the features that best highlights its status as a community leader.

Messaging and Broadcasting: Among the three local workforce areas, four community college districts, dozens of chambers of commerce, numerous city-focused economic development programs, and hundreds of workforce-related organizations and programs in the County, messages easily become muddled and distorted to the point that they are not useful to the public. On numerous occasions, the OCWIB, through its reporting, branding and publications (including various marketing materials) has developed and broadcast messages (in print, on-line and in person) that effectively communicate information representing the overall workforce system

Service Delivery: Simply put, the OCWIB's services are good. Our customers consistently tell us so and our performance against WIA performance measures and county standards provide evidence of this fact. The quality of our services and consistent strong performance give the OCWIB standing in the community that enables us to lead from a position of strength.

OCEconomy.org: www.OCEconomy.org was developed by the OCWIB in partnership with the Orange County Business Council and is the OCWIBs Indicators Dashboard. These indicators provide a series of snapshots of various issues important to Orange County's workers and business community. These issues include:

- Population, employment and business trends
- Housing and Infrastructure statistics
- Healthcare and Social Services data

Conducting sound research on these issues and other competitive challenges is the best way to examine how Orange County is doing. Using such information, policy makers and the public can keep a pulse on what is happening and be able to respond appropriately if it appears trends are going the wrong way.

The organization of the Network and Sector Partnerships described throughout this plan are clear examples of the OCWIB's continued effectiveness as a community leader on workforce development and related issues.

Collaboration with Education Partners in the Planning Process

In addition to gathering information for the 5-Year Strategic Local Workforce Plan via on-going meetings with service providers, OCWIB committee meetings, and participation by OCWIB staff on various committees and boards throughout the County, the OCWIB held two sessions that were specifically focused on key elements of the plan: the initial meeting of the Orange County Economic and Workforce Development Network and a Workforce Service Forum, which included agencies represented in the network, along with a variety of community-based education, training and social services programs. Both sessions included facilitated interaction and the opportunity for stakeholders to provide input on all core issues addressed in the plan.

Education agencies were among the most widely represented stakeholder groups at these events, including the following school and colleges from all levels of education and training.

- Irvine USD
- Newport-Mesa USD
- Coastline ROP
- John Muir Charter School
- Orange County Department of Ed.
- Concorde Career College
- American Career College
- California Truck Driving Academy
- New Horizons
- Taller San Jose
- North Orange County CCC
- Rancho Santiago CCC
- Coast CCC
- Irvine Valley College
- California State University, Fullerton
- University of California, Irvine

Input from our education stakeholders was instrumental in the development of the plan and is interspersed throughout the plan's goals and objectives, particularly with regard to processes involved in the development of career pathway programs in targeted industry sectors. *Exhibit N* includes documentation of stakeholder involvement in the key planning sessions, including the Orange County Economic and Workforce Development Network and a Community Stakeholder Forum.

Engagement of Key Stakeholders Local Planning Process

In addition to our education partners, attending the above-referenced events were dozens of stakeholders from business and economic development agencies, county and city government, labor and workforce development.

- Orange County Business Council
- Small Business Administration
- Employment Development Department
- Anaheim WIB
- Santa Ana WIB
- Orange County Labor Federation
- IBEW Local 441
- Teamsters Local 396
- Midway City Community Center
- Community Action Partnership OC
- Orange County Conservation Corps
- Orange County Social Services Agency
- Orange County Housing Authority
- YMCA – North Orange County
- National Asian Pacific Center
- Delhi Community Center
- Manpower, Inc.
- Rescare, Inc.
- ProPath, Inc.
- City of Aliso Viejo
- City of Anaheim
- City of Brea
- City of Buena Park
- City of Cypress
- City of Laguna Beach
- City of Dana Point
- City of Fountain Valley
- City of Fullerton
- City of Garden Grove
- City of Huntington Beach
- City of Irvine
- City of La Habra
- City of La Palma
- City of Laguna Hills
- City of Laguna Niguel
- City of Lake Forest
- City of Mission Viejo
- City of Newport Beach
- City of Orange
- City of Placentia
- City of Rancho Santa Margarita
- City of San Juan Capistrano
- City of Santa Ana
- City of Seal Beach
- City of Stanton
- City of Tustin
- City of Westminster

In addition to these stakeholder events, the OCWIB sought to gather input from individuals and organizations unable to attend. Using an on-line survey, we obtained input into the plan from nearly 100 more stakeholders representing social services, the justice system, K- 12 education, the community colleges, public and private universities, private postsecondary education, business, economic development, organized labor and community-based organizations.

Again, input obtained from stakeholders through all of these processes is embedded throughout the plan and in its goals and objectives.

Exhibit N includes documentation of stakeholder involvement in the key planning sessions, including the Orange County Economic and Workforce Development Network and a Community Stakeholder Forum.

Public Comment Process on Local Plan

Subsequent to review and approval by the WIB, the 5-Year Strategic Local Workforce Plan is posted on-line at www.ocwib.org. The public is made aware of the purpose of the plan and the timeframes of a 30-day public comment period. In addition, members are informed of how they may provide written comments on the plan.

Exhibit M includes include written comments received that expressed disagreement with one or more features of the plan.

Award of the Grants and Contracts for the OCWIB Programs

The Community Investment Division (CID) of the Orange County Community Resources agency serves as the administrative support for the OCWIB and is primarily responsible for administering programs and activities of WIA in Orange County. CID is responsible for the disbursement of WIA grant funds.

Every five years, the County issues solicitations under an open competitive procurement process to select the organizations that will deliver services described in this plan. Most recently, solicitations was conducted as follows:

Request for Proposals (RFP) for Comprehensive/Satellite One-Stop Centers and Business Services:

The RFP sought proposals from qualified organizations to manage and deliver services at two full service/comprehensive One-Stop career centers and one or more satellite centers. In addition, respondents could choose to separately deliver businesses services, including but not limited to outreach, job development, rapid response and development of work-based training opportunities, such as OJT.

RFP for WIA Youth Services: This solicitation was used to identify and select qualified providers to deliver the full range of WIA Youth Program Services to in-school and out-of-school youth.

RFP for Workforce Services: The RFP provided the opportunity for providers of various workforce services to be approved for future contracting. Services sought included, but were not limited to: consulting; workshop instruction; management and delivery of support services; entrepreneurial training; research and reporting; and coordination of special events.

Proposals are evaluated by independent review panels in accordance with scoring guidelines published in the RFPs. Evaluations take into consideration experience and qualifications, quality of proposed approach to service delivery and cost reasonableness.

The OCWIB One-Stop System

The OCWIB's One-Stop system is principally defined by the ways in which its services and information reach its customers: through its physical sites; via the Internet; and through our One-Stop partners.

Brick and Mortar Locations: Currently the OCWIB delivers services from four physical sites:
The OCWIB

- Orange County One-Stop Center – North County Full Service (Westminster)
- Orange County One-Stop Center – South County Full Service (Irvine)
- Orange County One-Stop Center – North County Satellite (Buena Park)
- Orange County One-Stop Center – South County Satellite (San Juan Capistrano)

Each of the sites is managed and operated by a qualified provider under a contract with the OCWIB. The number of One-Stop locations is a subject to change on annual basis based on the OCWIB review and an assessment of available funds.

Exhibit Q is a list of the OCWIB's One-Stop career center locations.

Web-Based One-Stop Information Services: To make information as accessible as possible for job seekers and businesses, The OCWIB's website contains a wealth of information under categories including: Business Services; job seeker services; youth services; resource directory; labor market information; and more. The OCWIB's website is located at www.oconestop.com.

Broad Reach via the One-Stop Partnership: The OCWIB One-Stop system includes all of the partner programs prescribed by WIA, along with a large number of community resource agencies that provide training, counseling and many supportive services most needed by job seekers. These organizations provide the OCWIB-generated information to job seekers throughout the county, and in doing so, function as an essential part of the One-Stop system.

Exhibit G includes a comprehensive listing of the OCWIB's One-top partners.

Designation and Certification of One-Stop Operators

The OCWIB utilizes a structured request for proposal process to procure contractors who operate the One-Stop centers. Certification is conducted during initial review of proposed services and via on-going follow-up.

Open Competitive Procurement Process: In soliciting proposals for One-Stop services, the OCWIB identifies and selects providers to manage and operate the centers. The designation process occurs through approval of provider selection by the OCWIB and the County Board of Supervisors; followed by execution of a One-Stop contract.

On-Going Review, Evaluation, Technical Assistance and Training: Certification consists of a review to determine that: 1) all required services are available; 2) services meet guidelines specified in contracts; 3) all One-Stop partners are present; and 4) customers are satisfied with operator services. At contract execution and the initial delivery of services, the OCWIB representatives will evaluate whether the first 3 requirements are met. Within the first year of operation, a comprehensive review of customer feedback will be conducted. To support contractors in meeting program requirements, the OCWIB conducts and/or arranges for technical assistance and training.

Local Certification: Listed below are basic elements of certification.

Self-Assessment (based on the seven continuous improvement categories: Leadership, Strategic Planning, Customer and Market Focus, Informational and Analysis, Human Resources Focus, Process Management and Business Results).

The One Stop Operator representatives will go through a self- assessment of the criteria which will explain where they see strengths, weaknesses and identify solutions for continuous improvement methods of the One Stop Center

- Gauges readiness as one-stop operator
 - Identifies improvement opportunities and service gaps
 - Uncovers possible resource needs
 - Strengthens organization by utilizing teamwork
- Required Elements Checklist
 - Are mandatory partners included?
 - Are core services available?
 - Access to intensive services and training?
 - Are signed cost allocation plans in place?
- Business Plan Components
- Mission/Vision
- Operating Principles
- Organizational Chart
- Financial Plan
- Performance Goals and Standards
- Customer Service Plans (Employer and Job Seeker)
- Customer Feedback Plan/Satisfaction Indicators
- Technology Plan
- Staffing and Staff Development Plan
- Continuous Improvement Plan
- Facilities Plan

On-Site Review: The on-site review is an essential component of any certification process. This review gives an opportunity to validate information provided by the operator and ask questions that may arise after review of the written material. Generally, site visits will cover the areas listed below.

- Customer flow
- Administrative systems
- Service and resource integration
- Information technology systems
- Business services
- Quantitative and qualitative measures
- Financial systems
- Facility

The site visit team will make annual visits to assist in identifying improvement opportunities, training and technical assistance needs. In addition, unannounced, "secret shopper" visits will take place randomly during the term of certification in order to gauge performance from a customer's point of view.

Ongoing Performance Assessment and Continuous Improvement Annual Report: After the initial certification, a report will be prepared by the One Stop Operator on an annual basis updating achievements, outcomes, status on goals and innovative service delivery accomplishments.

Steps for Annual Recertification Process: The One Stop Operator and site representatives will go through a self-assessment of the recertification criteria included in this document. The One Stop Operator will explain in

detail what it has achieved; where they see their strengths and weaknesses; and will identify solutions on continuous improvement methods of the designated One Stop Career Center.

- The business plan for the Career Center will be a current plan with Continuous Improvement efforts.
- A cost allocation plan will be developed/updated (as applicable).
- Upon receipt of the recertification request, a review team will review service levels and the required documents. An on-site review will be conducted with the review team, One Stop Operator staff and partners.
- The review team will send to the One Stop Operator the results of the review identifying certification status and term of certification
- The OCWIB reserves the right to conduct reviews at any time necessary if there has been cause for concern.

One-Stop Services

The OCWIB's One-Stop services are built around a set of core principles that were promoted at the implementation of WIA and remain meaningful today. These principles center on the availability of:

- Universal access for all job seekers;
- Effective career decision-making and job search tools;
- Information/resources job seekers need to manage their career development; and
- Services that enable skill gains; attainment of industry-recognized credentials; job placement; self-sufficiency wages; employment retention; and career advancement.

In addition, the OCWIB's One-Stop system recognizes business as a customer in addition to being as a source for jobs leading to meaningful employment

Services for Job Seekers: The OCWIB provides the full range of One-Stop services envisioned by WIA, including core, intensive and training services. In addition, the OCWIB One-Stop system is well situated to address State system transformation goals, which focus on skills development, as the existing network of One-Stop partners includes education agencies at all levels of learning.

Tiered Services: Core, intensive and training services available to job seekers through the Orange County One-Stops include:

Core Services:

- Employment information, including job vacancy listings, skills necessary to obtain employment in specific jobs and demand occupations as well as the expected earnings and skill requirements for those occupations in the local, regional and national labor markets
- Provision of information regarding filing claims for unemployment compensation
- Determinations of eligibility for services requiring criteria-tested eligibility
- Outreach and orientation to One-Stop services
- Provision of performance and cost information on eligible providers of training services
- Provision of information on the availability of supportive services, including child care and transportation, and referral to such services, as appropriate
- Assistance in establishing eligibility for other financial aid for training and education not funded under WIA
- Job search and placement assistance and, when appropriate, career exploration/facilitation
- Initial assessment of skill levels, aptitudes, abilities and supportive service needs,
- Follow-up services.

Intensive Services:

- Comprehensive and specialized assessments of skill levels and service needs that may include diagnostic testing and in-depth interviewing to identify employment barriers and employment goals

- Development of an individual employment plan to identify the employment goals and appropriate combination of service for the participant to achieve the employment goals
- Group counseling
- Individual counseling and career planning
- Case management for customers seeking training services
- Short-term prevocational services, including development of learning skills, communication skills, punctuality, personal maintenance skills and professional conduct to prepare individuals for unsubsidized employment or training.

Training Services:

- Occupational skill training, including training for non-traditional employment
- On-the-job training
- Programs that combine workplace training with related instruction, which may include cooperative education programs
- Training programs operated by the private sector
- Skill upgrading and retraining
- Entrepreneurial training
- Job readiness training
- Customized training conducted with a commitment by an employer or group of employers to employ those who successfully complete training.
- Adult education and literacy activities provided in combination with other skill training services listed above

Gateway to Comprehensive Education, Training and Support Services: On top on all of the services listed above (core services for the general public and intensive and training services for job seekers enrolled in the WIA Adult and Dislocated Worker programs), the One-Stop system provides job seekers access to myriad resources for independent career exploration and career planning tools, no cost and low cost education and training programs (outside of WIA) and support resources to enable training and an effective job search.

Services for Business Customers: As described, the OCWIB offers a comprehensive set of services for businesses through the One-Stops and via a specially contracted Business Services provider. These include recruitment services; information on workplace regulations; rapid response and business retention services; development of work-based training programs (including OJT and customized training); information on and assistance in accessing tax credits; and labor market information. In addition, through the One-Stops businesses can access and receive referrals to other business assistance providers such as the SBA, the Small Business Development Center, OCBC and others. The OCWIB will continue to meld workforce and economic development strategies to better serve the business customer.

One-Stop System Strategies for Most-in-Need Target Groups

Through the One-Stop mandate, WIA creates a universal access system. This system has proven extremely effective in helping to create broad recognition among Orange County job seekers of the OCWIB brand and the services provided by WIA and the One-Stop partners. While the One-Stop creates a single point of entry, it does not seek to limit services to the individuals or groups with multiple or unique barriers to employment that have traditionally been targeted by public workforce development programs. In addition to operating specialized programs for displaced workers, for whom WIA provides a specialized fund stream, the OCWIB's programs serving adult job seekers include unique approaches and strategies to addressing the workforce needs of various target groups, including the following:

Low Income Adults/Public Assistance Recipients: Working in partnership with the Orange County Social Services Agency, the OCWIB provides a range of specialized services to CalWORKS participants via TANF funding. Through this project, these individuals may participate in work experience, on-the-job training or classroom-based vocational skills training to increase their readiness for first time or entry-level employment.

The WIB's operation of this program enables participants to easily connect to the One-Stop system for additional services and or access to further skills development training.

Persons with Disabilities: Despite the loss of State Disability Program Navigator (DPN) funding several years ago, the OCWIB has continued to provide a DPN for the One-Stop System. This individual is experienced with and knowledgeable about clients with disabilities and is responsible for providing disability awareness training for One-Stop staff and outside agencies. In addition, the DPN ensures that customers with disabilities are connected with services of the State Department of Rehabilitation and a variety of appropriate education and support services available through the One-Stop partners and other agencies within the greater OCWIB network of providers.

Mature Workers: In addition to serving many mature workers through the WIA adult and dislocated worker programs, the OCWIB provides training and employment opportunities to individual 55 years and older through the Senior Community Service Employment Program (SCSEP). Services under the program enable participants to gain valuable work experience and/or skills upgrades while working at non-profits or governmental agencies across the County. For many older individuals who have obsolete skills or have been out of the workforce for extended periods of time, these services are instrumental to reconnecting them with the job market and adding a set of up-to-date skills to their resumes.

Veterans: According to the 2010 U.S. Census, over 5,000 Orange County veterans are living below the poverty level. Aligned with the State's priority of service delivery, the OCWIB prioritize veterans and their eligible spouses access to programs and services. The OCWIB targets veterans with significant needs for training, employment assistance and support services, including those with disabilities and those with significant barriers to achieving and maintaining stable employment. Support programs in the areas of education, employment, housing, and health/mental health are available to recently separated service members, veterans, and their families.

The OCWIB adopts both traditional and non-traditional approaches for serving veterans and their families. The traditional approach includes service delivery at the One-Stop Centers veteran serving partner organizations, and County Veteran's Service Office; while the non-traditional approach include direct based engagement at various locations, i.e., Camp Pendleton, Los Alamitos Joint Forces Training Base, United Service Organizations Inc., foreign legion posts, and through social media.

OCWIB has been on the forefront of Veterans services and outreach, expanding and accessing additional resources and fostering regional partnerships. The OCWIB has been the recipient of five (5) Veterans Employment-Related Assistance Program (VEAP) grants and has recently submitted a proposal for a sixth VEAP project. Other funding sources are used so that additional services can be provided. Current examples include: (1) a HVRP grant for homeless veterans operated by Working Wardrobes, a local non-profit partner; (2) a manufacturing skills training program offered by the North Orange County Community College District under a State Chancellor's Office grant; and (3) a behavioral health grant funded by the Mental Health Services Act through the Orange County Health Care Agency.

Others Populations with Special Needs: The advantage of operating within a system that is connected to a large network of providers is that it is possible to access a broad array of services to meet the needs and circumstances of individuals with widely varying circumstances and barriers such as language, health, housing and other factors that limit preparedness for and access to employment. A key resource to support these needs is OC 2-1-1, an on-line and telephone resource program, which provides direct referrals to agencies and programs that offer assistance to meet various needs, including, but not limited to: Food; 24-hour crisis and suicide counseling; child care issues; transportation; shelter; housing and utilities; mental health services; substance abuse; parental care; and medical, dental and vision care.

In conjunction with the WIB's focus on strengthening the system's responsiveness to the needs of priority clusters, the OCWIB will direct the sector partnerships in an examination of how the system can address to the

needs of special populations to prepare for employment in the healthcare, IT and manufacturing industries. As the Orange County Economic and Workforce Development Network continues to examine data on promising sectors, opportunities that may exist for one or more special populations will be part of its analysis.

Strategies to Support Small Businesses

There are a number of definitions of what qualifies as a small business. Still, the fact remains that most businesses in Orange County are small businesses, with fewer than 100 employees. These businesses are essential to the economic stability, vitality and growth of the county and serve as a principal target for the OCWIB's services and those of our network of partners, which includes the Orange County Small Business Development Center and the Santa Ana District Office of the U.S. Small Business Administration. The SBA District Director is a member of the OCWIB.

While there are virtually endless examples of ways in which the OCWIB supports small businesses by providing recruitment and placement support and via work-based programs, such as OJT, a clear demonstration of structured support for small businesses is Project Success, an entrepreneurial and economic development program of the Coastline Institute for Economic Development (CiED), which serves the 297,000 small businesses in Orange County. The mission of the CiED is to strengthen and sustain economic growth and engage in global competitiveness through an integrated network of resources and partners that promotes workforce training, business education, job creation, entrepreneurial assistance and business development regionally and nationally. With support through two cycles of funding from the OCWIB, Project Success' goal is to create self-sufficiency through entrepreneurship and strengthen business performance for contracting opportunities, sustainability, and job creation. Services include strategic business counseling, marketing, technical workshops, business analysis, financial counseling, certification assistance, human resources, lean training, recruitment strategies and other targeted services. Specialized services for veterans, women and minority-owned businesses as well as advanced manufacturing and infrastructure construction are business initiatives through Project Success.

The OCWIB will continue to work with the SBA and other network partners to address the workforce development and related needs of small businesses. In addition, representatives of small businesses will provide critical support to the sector partnerships that will drive service planning for the OCWIB's priority industry clusters.

Training in Priority Sectors

In order to ensure that sufficient system resources are being spent to support training in priority sectors, the OCWIB has established a "Labor Market Demand and WIA Training Policy," which is updated annually. Demand occupation criteria for Orange County is based on "Industry and Occupation Employment Projections" developed by EDD's Labor Market Information Division. These criteria are used to determine occupations for which the OCWIB will make available WIA funding for training.

Leveraging External Resources

WIA and the One-Stop system provide the very model for resource sharing among workforce development stakeholders. Whether called leveraging, braiding or sharing, the fact is that the One-Stop offers programs, services and information to its customers that are funded from hundreds of public and private resources. The model is one where the service needs of a job seeker, a business or an industry are assessed and resources are assembled from a variety of sources to meet the need.

The OCWIB currently leverages resources from WIA, community college CTE, average daily attendance funds of the K-12 system, Pell Grants, VA benefits, ETP, TANF, scholarship programs and various specialized grant programs to fund training. The infrastructure of the One-Stop is supported by WIA funds and those of partners, such as EDD's Wagner Peyser program. Economic and workforce development data collection initiatives have been jointly funded by WIA and private resources secured by OCBC.

As the OCWIB moves forward in making sector strategies the focus of the workforce system in Orange County, we will continue to leverage resources from many fund streams to meet industry goals on behalf of local job seekers and businesses.

Continuous Improvement of Training Providers and Programs

Customer feedback is a key indicator for system improvement, including improvement to training programs and providers on the ETPL. In addition, new training providers are continually recruited based on demand occupations that respond to the needs of local businesses and job seekers. The OCWIB Demand Occupation List is updated annually in accordance with OCWIB policy. Given the analysis of industry needs to be undertaken through the Sector Partnerships, it is expected that additional training needs along various career pathways will be identified. Based on this process, the OCWIB will work with stakeholders to identify existing programs. Much like the structure established for the IT Cluster Competitiveness Project, some programs will need to be modified to meet current industry needs before they are added to the ETPL. In other cases, it will be necessary to develop new courses.

We believe that successful, strong and innovative initiatives start at all levels of an organization but the leadership to implement starts at the management level. With that in mind all system management teams will continue to build capacity using products and tools such as “MindTools” which develop the leadership, team management, problem-solving, personal productivity, and team-working skills that are needed for a high performing systems. Additionally operator staff will be required to complete Workforce Development Certification such as the National Association of Workforce Professional Certification or the Dynamic Works Institute.

The OCWIB Services for UI Claimants and TAA Service Recipients

While always important clients of the OCWIB One-Stop system, periods of high unemployment and extensive worker displacement throughout the recent recession put UI claimants and Transitional Adjustment Assistance (TAA) recipients front and center in terms of numbers and need for system support. Based on our partnership with EDD and the presence of EDD staff at Orange County’s centers, the One-Stops are able to provide a strong and effective set of services to these job seekers.

UI Claimants: Virtually the full range of One-Stop services is made available to UI claimants. However, One-Stop services most closely associated with this group include the following:

- UI claimants are first offered general information and access to a UI navigator or help desk to facilitate any questions they may have. Customers receive assistance with filing for UI benefits; communicating electronically with UI personnel via EDDCOM; transmitting follow-up documents; and use of dedicated UI telephones that enable UI claimants to call from our One-Stop centers or other EDD service locations.
- Reemployment services are available specifically for UI claimants who do not register for work in CalJOBS within 21 days of filing for benefits. These claimants are invited to a Personal Job Search Assistance (PJSA) appointment. Customers are provided an orientation to services in the One-Stop, along with a review of their potential eligibility under UI’s California Training Benefits Program for those who wish to pursue training while receiving UI benefits.
- UI claimants who appear to fit the WIA profile of “dislocated worker” and are likely to exhaust their UI benefits due to limited labor market opportunities in their field are invited to an Initial Assistance Workshop within the first four weeks after filing their claim. These individuals are provided services similar to those offered to PJSA clients, except they must also select a follow-up reemployment service that must be completed within a specific period of time.
- Re-employment Assistance workshops are part of a mandatory service provided to long term UI clients as a result of the “Middle Class Tax Relief and Job Creation Act of 2012.” Services under this legislation are provided for long term UI recipients who need to be reintroduced to the One-Stop and its services. A review

of the UI client's job search efforts are also part of the activity. Customers are also directed to re-engage in reemployment services related to job preparation, referrals to training or networking via "Experience Unlimited" for those that meet its eligibility criteria.

Trade Adjustment Assistance (TAA) Allowances and Special Assistance: EDD representatives available through the One-Stop provide assistance to job seekers in the TAA target group. Eligible workers who qualify for TAA receive Trade Readjustment Allowances (TRA) benefits and may also be eligible for the Health Coverage Tax Credit program. TAA participants are provided with one-on-one assistance in order to ensure their eligibility for the program. Case Managers also help file petitions to U.S. DOL for TAA Certification for a group of three or more affected workers. TAA participants undergo an eligibility review process, which consists of an assessment to determine if they have sufficient skills to re-enter the labor market. The TAA Case Manager ensures that the effective use of training resources (such as WIA) or other eligible programs within their local One-Stop are utilized to support reemployment. The program itself assists workers to regain employment through the use of a full range of services via the on-stop and, if needed, provides classroom and/or on-the-job training, job search and relocation assistance allowances. The TAA Case Manager ensures that the TAA client maintains UI benefit eligibility and that clients file for extensions to their UI claims, as needed, in order to continue to receive benefits through the completion of the approved training program.

Preparing Workers for "Green Jobs"

Over the last several years, the OCWIB has taken advantage of opportunities to increase our success at preparing workers for green jobs. Many of these opportunities have come in the form of specialized grants under which we have developed unique training programs:

Green Job Corps for Youth and Young Adults: The state-funded project served 120 at-risk and disconnected youth ages 16 to 24 over a twenty-month period. With financial and program commitments from more than 30 public and private organizations, the project trained youth for a variety of green careers in eco-friendly industries, while they continued their education and contributed as volunteers in the greening of their communities. Occupations targeted for placement included building inspectors, home energy estimators, and refuse and recyclable materials collectors.

Veterans Employment Assistance Programs: The OCWIB has received several grants under the State Veterans Employment Assistance Program (VEAP). The current VEAP grant includes training for the emerging clean energy industry: energy generation, energy efficiency, green transportation, and water/wastewater. Also available are courses in clean energy in the automotive industry, alternative fuels, wind turbine, sustainable building (energy efficiency), and energy auditor.

Community Based Job Training Initiative: The OCWIB is one of several organizations that has partnered with Santa Monica College in its U.S. DOL-funded Community Based Job Training Initiative, which supports the expansion of education and career ladders related to the high-growth recycling and resource management industry.

Like many other WIBs, we have experienced some difficulties in finding training-related employment for all participants. Green jobs and the greening of existing jobs continue to experience significant increases each year. However, the total number of jobs available in many green occupations is still not great enough to support large scale training efforts. As the Orange County Economic and Workforce Development Network jointly examines opportunities in key sectors of the local economy, an examination of the training and hiring needs associated with green jobs will remain a priority.

Integrating Apprenticeship Programs and Job Corps in the One-Stop System

Collaboration with apprenticeship programs operated by organized labor and the colleges has been long-standing. However, the OCWIB is in the early stages of developing actual policies to fully integrate registered apprenticeship programs and Job Corps services into the local One-Stop system. Following is a summary of current efforts and plans for policy development.

Partnering with Apprenticeship Programs: As described in the preceding “Adult Strategies” narrative, Santiago Canyon Community College (SCC) is currently the only community college in Orange County that offers apprenticeship and journeyman training in various trades. The OCWIB is currently working with SCC on various projects, including listing apprenticeship and journeyman training programs on the ETPL. Through the ETPL application process, the OCWIB has included the Electrician/Construction Wiremen (CW) and Journeyman Carpentry course offerings at SCC onto the State Eligible Training Provider List (ETPL). These Apprenticeship/Journeyman programs are approved and registered DIR/DAS apprenticeship programs. The availability of these programs has opened opportunities for the OCWIB to work with unions and for interested job seekers to take advantage of the programs.

The OCWIB has recently entered into a formal agreement with the Orange County Electrical Training Trust (OCETT) to establish mechanisms for cooperation and to facilitate mutually beneficial training opportunities for job seekers/trainees. The MOU also sets as objectives: 1) the develop a comprehensive set of measures that can be used to assess progress towards mutual goals; and 2) a focus on both pre-apprenticeship and apprenticeship training opportunities. As we work with labor organizations representing other trades, occupations, and sectors, it is our intention to develop similar agreements, which will provide a basis for crafting formal policies.

Job Corps Linkages and Collaboration: As indicated in the Youth Strategies narrative, the Long Beach Job Corps Center is the site closest to Orange County. Over the last 15+ years since the center was established, its management has changed several times. The OCWIB recently reestablished collaboration with the Center through its new management and we are looking forward to working with center administrators and staff in developing policies to better integrate Job Corps with our WIA programs.

Representatives from organized labor and the Long Beach Job Corps Center are expected to be active participants in the cluster-driven research and planning of the Network and local Sector Partnerships. Through the discussions and planning activities that take place within the groups, opportunities for engaging apprenticeship programs and Job Corps into the operations of the One-Stop will be identified. At present, it has been recommended that both programs participate in orientations in order to make job seekers better aware their features and benefits. One-Stop operators will implement this process.

The OCWIB Bylaws

Attached is Exhibit J, copy of the OCWIB’s bylaws, updated as of June 2012. Virtually, every significant element of this plan is grounded in the WIB’s bylaws, which provide a structure for its operations, outlining its purpose and functions pursuant to federal and state statutes and local priorities. In addition, the bylaws describe: the membership of the WIB; procedures for appointment of members; the role of board officers; duties of members; procedures for removal and resignation members; committees; guidelines for meetings and OCWIB actions; authority; and procedures for adoption and amendment of the bylaws.

Updating the Local Plan

As indicated in the introduction to this plan, the process of updating the plan over its five-year period (2013 through 2017) will be on-going. The very goals and objectives which serve as the core of the plan may themselves change, as the OCWIB is committed to the delivery of services that the business-responsive and that remain relevant to the workforce needs of the County at all times. Structures and processes that will drive and/or support the regular review of the plan will include:

Orange County Economic and Workforce Development Network: The focus of the network will be to review and evaluate economic and workforce data in order to determine where growth industries, emerging sectors and fields/industries being affected by large scale retirements may need support. As new priorities are identified, the need for new strategies will follow.

Sector Partnerships: As described in Section 2 of this plan, the Sector Partnerships that will be built around the OCWIB's targeted priority industries will concentrate on developing career pathways models and programs. Over time, the groups' intensive review and planning processes could result in considerable adjustments to the plan.

WIB Oversight of the Business Services Plan: As the SD&P committee manages and reviews services connected to the OCWIB's Business Services plan, it is likely that opportunities for service improvements will be identified.

WIB Responsiveness to Pertinent Economic, System and External Influences/Requirements: Shifts in the local economy, changes in federal workforce legislation and changing priorities at the State level cannot be precisely forecast, but they can be generally expected. As they occur, the OCWIB will make adjustments to the plan, which will be communicated to the State through its plan modification process.

Integrating WIA Service Delivery with EDD Programs and Services

Collaboration, coordination and service integration with local partners has long been part of the OCWIB's approach to the management and operation of the WIA program and the local workforce system. As we move forward in working with a large group of stakeholders participating in the Economic and Workforce Development Network, we expect to expand on current collaboration and service integration efforts as a result of the focus on resource development, leveraging and braiding. While prescriptive integration models between the WIA and EDD Wagner Peyser (and other) programs are being promoted, coordination and service integration between these two systems in Orange County is highly effective.

The goal of the OCWIB is and the Orange County Board of Supervisors is to manage and support a workforce development system that is seamless to its customers – both job seekers and employers. A Memorandum of Understanding in place between the OCWIB and the EDD clearly defines roles and expectations and is an effective tool toward ensuring the goal of seamless service delivery is met. An Operating Agreement and Cost Sharing Agreement are also in place between Coast Community College District (the current One-Stop operator for the OCWIB) and EDD, which further promotes the goal.

The intent of the OCWIB for EDD to provide basic labor exchange and unemployment insurance services in the Orange County One-Stop Career Centers. EDD has representation at all One-Stop locations. WIA and EDD staff shares resources and exchange information about clients and rely on the expertise that each organization brings to the One-Stop system. Both the One-Stop system and EDD have staff assigned to the resources rooms within each career center to assist clients and to ensure that cross-referrals occur, as appropriate.

UI claimants are entered into the One-Stop registration system. As EDD is co-located in all of our Centers, UI claimants have immediate access to One-Stop universal services. "Get to Know Your One-Stop Center" orientations are provided on site, individually or in small groups. Conversely, One-Stop clients have access to EDD-managed job listings through CalJOBS.

EDD also provides a host of other services at the One-Stops, including, but not limited to: re-employment services, workshops, California Training Benefits, veterans services, as well as securing NAFTA/TAA benefits for those clients meeting eligibility criteria, as described above.

Local EDD, One-Stop and the OCWIB management meet on a regular basis to discuss operational and administrative issues and to ensure that non-duplicative, high quality services are provided to our One-Stop customers.

Summary

Information within this section makes clear that the OCWIB has developed and maintains systems, processes and procedures that ensure sound management and promote accountability. As the OCWIB works to develop stronger and more effective partnerships with stakeholders in connection with sector strategies, we will work to identify opportunities to eliminate administrative road blocks and better align the workforce system's goals and priorities with those of our partners.

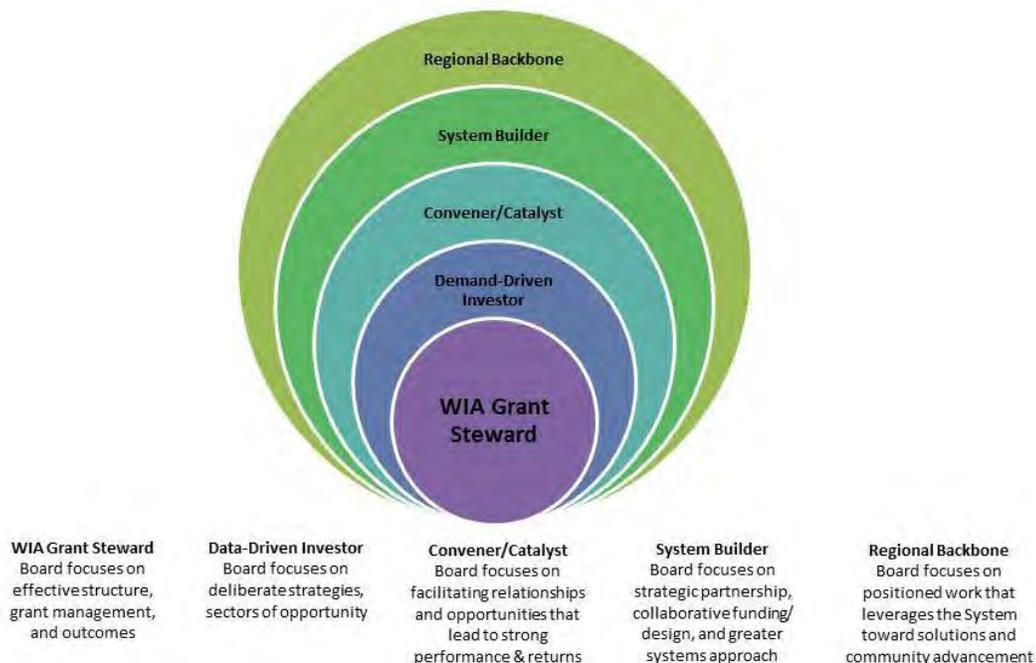
The OCWIB's Goals for High Quality Administration, System Alignment and Accountability:

The OCWIB's principal goals for the System Administration and Accountability are:

1. Continue to seek stakeholder input on the services and strategies addressed in the plan using the Network and the Sector Partnership as structures for this process. (short term)
2. Work with stakeholders to identify strategies for meeting the workforce development needs of special populations, ensuring these needs are addressed in career pathways strategies developed by the Sector Partnerships. (short term)
3. Develop innovative approaches to better connect small business enterprises with the workforce development system. (mid-term)
4. Develop strategies to more fully integrate registered apprenticeships programs and the Job Corps with the One-Stop system and WIA youth programs. (mid-term)
5. Using information and input from the Network and Sector Partnerships, provide input to the State on strategies to better align administrative systems affecting workforce development, education, economic development and allied service delivery systems. (long term)

Overall, our intention is to facilitate the evolution of the OCWIB into one that has a fully matured role in the community as demonstrated in this graphic below:

The Orange County Workforce Investment Board



Support for System Alignment and Accountability Goal

Within California's Strategic Workforce Development Plan, strategies for system administration, alignment and accountability are captured the following goal statement:

System Alignment and Accountability Goal:
Support system alignment, service integration and continuous improvement using data to support evidence-based policymaking.

The OCWIB's administration and accountability systems support California's Strategic Vision by:

1. Using data, evidence and best practices as the basis for developing policies and procedures.
2. Collaborating on many levels with stakeholders to promote coordination and system alignment.
3. Embracing accountability, while striving for excellence.

Fulfillment of the High-Performance Standards

Below is a summary of how the strategies described herein designate OCWIB as a high performing local board.

On behalf of the Governor, the California Workforce Investment Board has established the following expectation with regard to its local plan evaluation standard for "Administration of the Local Board:"

The local board consists of a strong, engaged membership that represents the community; measures its effectiveness in meeting both federal and State legal requirements and its own local goals; has a process for continuous review and improvement of performance; and shares its results.

The OCWIB's strategies for meeting the criteria associated with the Administration of the Local Board Standard include those enumerated below.

- 1. The local board membership meets all legal requirements and is representative of the community.**
 - The OCWIB's structure and composition meet all federal and state WIA requirements.
 - Business members represent a broad cross section of companies in the local area, many of which represent priority sectors and other growth industries.
- 2. The local board meets other WIA and state law requirements.**
 - The OCWIB has two comprehensive One-Stop centers.
 - The WIB's SD&P Committee is responsible for the Business Services Plan.
 - The OCWIB's Youth Council is active in reviewing program options and making recommendations to the board.

- Sixty percent of youth funds are spent on out-of-school youth.
- The OCWIB exceeded 80% of its common measure performance goals for the most recent completed fiscal year.

3. The local board continuously reviews performance of its programs and initiatives, and has a strategy for encouraging and ensuring continuous improvement.

- Performance reviews (against state and local goals) are conducted for all programs on a continuous basis, with comprehensive reports produced both monthly and quarterly.
- The OCWIB and our providers use a structured customer satisfaction survey system to obtain feedback from all customers. Results are tracked and reported.
- The board maintains a public comment process at its meetings and seeks written comments from the public on various matters including the 5 year strategic local plan/
- Return on investment is measured through a variety of processes including external review, such as an independent cost benefit analysis recently completed by Economic Modeling Specialists, Intl.
- The OCWIB supports efforts to reduce service delivery inefficiencies and is committed to implementing quality improvements where necessary.

4. The local board transparently communicates the results of its efforts with the community.

- Local board summaries are clear and are published online.
- Performance results are published and available to the public.
- Program successes are broadcast through a variety of mechanisms, including presentations, print publications and digital media.

Section 7 – MEMORANDA OF UNDERSTANDING

In accordance with WIA mandates, the OCWIB has developed a memorandum of understanding (MOU) with each of the One-Stop partners concerning the operation of the One-Stop delivery system. An individual MOU has been developed with each partner. These documents describe:

- Services to be provided through the One-Stop system;
- How the services and operating costs will be funded (via resource sharing agreements);
- Methods used for referral of individuals between the One-Stop operator and partners;
- Duration of the MOU;
- Processes and procedures for amending the MOU;
- Other provisions as deemed necessary by the OCWIB and partners; and
- The OCWIB's policy for identifying individuals who should be referred immediately to training services.

Exhibit H includes a list of all MOUs that will be in place from 2013 – 2017 in support of this plan and programs operated pursuant thereto. WIA MOUs are reviewed and amended, as needed, prior to date of termination. Any additions or alterations to these plans will be communicated to the State and to other interested parties via a formal modification to the OCWIB's 2013-2017 5-Year Strategic Local Workforce Plan.

Section 8 – LOCAL WIA COMMON MEASURE PERFORMANCE

Included as Exhibit F is the State-mandated form titled “WIA Local Plan Program Year 2013-2014 Negotiated Performance Levels of Performance.” Information within this form is provided in two parts:

Part 1: Table - Local Levels of Performance

Information concerning WIA Adult Program, Dislocated Worker Program and Youth Program performance includes:

- Negotiated performance for Program Year 2011 – 2012
- Planned performance for Program Year 2012 – 2013
- Estimated Performance for Program Year 2013 - 2014

Part 2: Proposed Performance Narrative

For each performance goal proposed for Program Year 2013 – 2014, a brief narrative rationale is provided.

SUMMARY OF LOCAL PLAN GOALS AND OBJECTIVES

Orange County WIB Strategic Plan Goals		Short Within 1 year	Mid Within 2-3 years	Long Within 4-5 years
<i>The OCWIB Goals for On-Going Economic and Workforce Information Analysis:</i>				
1.	Through the Network and the Sector Partnerships, implement the action steps recommended in the CEDS report for Goal 2 (Provide World-Class Education and Workforce Opportunities) and, as applicable to Network/Partnership capacity, Goal 4 (Promote Competitive and Growing Clusters).		X	
2.	The Network will continue to collect, review and assess economic, employment, industry cluster and related data to determine how the plan should be adapted or enhanced.	X		
3.	As additional data expand the priority sectors to include other clusters and develop Sector Partnership to support these clusters and to develop career pathways approaches to addressing the training needs of these sectors.			X
<i>The OCWIB's principal goals regarding the development and delivery of meaningful Business Services:</i>				
1.	Make full use of the talents and resources of the WIB, by utilizing the SD&P Committee to guide and review progress in achieving Business Services objectives.	X		
2.	Actively engage businesses in workforce planning, including identifying key industry skills needs, determining skills gaps, and training to be incorporated in career pathway programs.	X		
3.	Build strong Sector Partnerships including representatives from business, labor, education, workforce development and other interested stakeholders to carefully examine and assess what the most important workforce skills and training needs are in priority sectors.		X	
4.	Use recommendations from business partners to develop or adapt services to meet the full spectrum of business and industry needs – not just training requirements.		X	
5.	Refine existing approaches to rapid response and Business Services so that they are fully transformed into proactive business retention and layoff aversion programs.	X		
<i>The OCWIB's principal goals for the Adult service delivery system:</i>				
1.	Build strong Sector Partnerships including representatives from business, labor, education, workforce development and other interested stakeholders to carefully examine and assess what the most important workforce skills and training needs are in priority sectors.	X		

2.	Use the Sector Partnerships as the vehicle for the identification of career pathways and the development, re-tooling and alignment of courses/curricula to meet business needs.			X
3.	Working with agencies across the Network, increase the numbers of workers who are able to access and take advantage of skills training geared to employment in priority sectors and other promising industries.			X
4.	Expand the use of work-based learning models to create additional skills development and employment opportunities for all workers and align work-based learning strategies with career pathway strategies.		X	
5.	Continue to build strong linkages to registered apprenticeship programs and fully integrate these programs in the OCWIB's One-Stop and WIA Youth Program delivery systems.		X	
<i>The OCWIB Goals for Youth Service Delivery System:</i>				
1.	Work with education partners to identify specific actions that the OCWIB can take to more fully support youth participating in a rigorous education (including STEM/STEAM) that prepares them for post-high school education, training and careers.		X	
2.	Work with education partners to identify specific actions that the OCWIB can take to promote students completing high school and earning a diploma.		X	
3.	Increase opportunities for all youth to participate in training and education activities that they need to qualify for self-sufficiency employment in fields for which career advancement opportunities exist.	X		
4.	Identify and implement strategies to promote continuous improvement in the delivery of workforce development services to youth and, working with Network partners, identify appropriate measures of success.		X	
<i>The OCWIB's Goals for High Quality Administration, System Alignment and Accountability:</i>				
1.	Continue to seek stakeholder input on the services and strategies addressed in the plan using the Network and the Sector Partnership as structures for this process.	X		
2.	Work with stakeholders to identify strategies for meeting the workforce development needs of special populations, ensuring these needs are addressed in career pathways strategies developed by the Sector Partnerships.	X		
3.	Develop innovative approaches to better connect small business enterprises with the workforce development system.		X	
4.	Develop strategies to more fully integrate registered apprenticeships programs and the Job Corps with the One-Stop system and WIA youth programs.		X	
5.	Using information and input from the Network and Sector Partnerships, provide input to the State on strategies to better align administrative systems affecting workforce development, education, economic development and allied service delivery systems.			X

ATTACHMENTS

The following information is provided in support of various features and elements described in the preceding narrative portion of the 5-Year Strategic Local Workforce Plan.

- A. Assurances
- B. Title IB Participant Plan Summary
- C. Title IB Budget Plan Summary (Adult)
- D. Title IB Budget Plan Summary (Dislocated Worker)
- E. Title IB Budget Plan Summary (Youth)
- F. Negotiated Levels of Performance
- G. Comprehensive One-Stop Partner Listing
- H. Memoranda of Understanding
- I. State of California Local Grant Recipient Listing
- J. Copy of Local By-Laws
- K. Local Workforce Investment Board Recertification Request
- L. Program Administration Designee and Plan Signatures
- M. Public Comments in Disagreement with Plan
- N. Documentation of Stakeholder Engagements Forums
- O. One-Stop Locations

The OCWIB CONTACT INFORMATION

To receive more information about the Plan, please contact:

Andrew Munoz,
Executive Director
Orange County Workforce Investment Board
714-480-6448
Andrew.Munoz@occr.ocgov.com



Orange County
Workforce Investment Board
Linking Business & People

WIA Local Plan Program Years 2013-17 Assurances

- A. The Local Workforce Investment Board (local board) assures that it will comply with the uniform administrative requirements referred to in the Workforce Investment Act (WIA) Section 184(a)(3).
- B. The local board assures that no funds received under WIA will be used to assist, promote, or deter union organizing. [WIA Section 181(b)(7)]
- C. The local board assures that the board will comply with the nondiscrimination provisions of WIA Section 188.
- D. The local board assures that the board will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIA Section 188.
- E. The local board assures that there will be compliance with grant procedures of WIA Section 189(c).
- F. The local board assures that funds will be spent in accordance with the WIA, written U.S. Department of Labor guidance, and other applicable federal and State laws and regulations.
- G. The local board assures that veteran workforce investment programs funded under WIA Section 168 will be carried out in accordance with that Section.
- H. The local board assures it will comply with future State Workforce Investment Board policies and guidelines, legislative mandates and/or other special provisions as may be required under federal law or policy, including the WIA or State legislation.
- I. The local board assures that when allocated adult funds for employment and training activities are limited, priority shall be given to veterans, recipients of public assistance and other low-income individuals for intensive and training services. [WIA Section 134(d)(4)(E), 118(b)(4), and California Unemployment Insurance Code (CUIC) Section 14230(a)(6)]
- J. The local board certifies that its One-Stop Career Centers (One-Stops) will recognize and comply with applicable labor agreements affecting represented employees located in the One-Stops. This shall include the right to access by State labor organization representatives pursuant to the Ralph C. Dills Act. [Chapter 10.3 (commencing with Section 3512) of Division 4 of Title 1 of the Government Code, and CUIC Section 14233]

- K. The local board assures that State employees who are located at the One-Stops shall remain under the supervision of their employing department for the purposes of performance evaluations and other matters concerning civil service rights and responsibilities. State employees performing services at One-Stops shall retain existing civil service and collective bargaining protections on matters relating to employment, including but not limited to hiring, promotion, discipline, and grievance procedures.

- L. The local board assures that when work-related issues arise at One-Stops between State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employee's civil service supervisor. The One-Stop operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act [Part 2.8 (commencing with Section 12900) of Division 3, of Title 2 of the Government Code], threats and/or violence concerning State employees, and State employee misconduct.

- M. One-Stop Operator is responsible for administering One-Stop Center services in accordance with roles that have been defined by the local board. The local board assures that it will select the One-Stop Operator with the agreement of the Chief Local Elected Official through one of three means:
 1. Through a consortium of at least three or more required One-Stop partners; or
 2. Through competitive process such as a Request for Proposal; or
 3. It may serve as the One-Stop Operator directly but only with the consent of the Chief Local Elected Official and the Governor.

The only time these selection procedures are not required is in the following circumstances: the One-Stop delivery system, of which the operator is a part, existed before August 7, 1998; the existing One-Stop system includes all of the required One-Stop partners; and a Memorandum of Understanding has been executed which is consistent with the requirements of the Act. [WIA Section 121(d)(2)(A), and Title 20 CFR Part 662.410]

Bob Bunyan
 Chair, Orange County
 Workforce Investment Board

 Local Board Chair

 Signature

 Date

WIA Local Plan Program Year 2013-14 Title IB Participant Plan Summary

WIA 118; 20 CFR 661.350(a)(13); TEGL 17-05
Plan the number of individuals that are in each category.

Totals for PY 2013 (07/01/13 through 06/30/14)	ADULT	DW	YOUTH
1. Registered Participants Carried in from PY 2012	598	1,225	650
2. New Registered Participants for PY 2013	747	870	651
3. Total Registered Participants for PY 2013 (Line 1 plus 2)	1,345	2,095	1,301
4. Exiters for PY 2013	404	629	651
5. Registered Participants Carried Out to PY 2014 (Line 3 minus 4)	942	1,467	651

PROGRAM SERVICES			
6. Core Self Services	7,200	10,800	
7. Core Registered Services	1,345	2,095	
8. Intensive Services	673	1,048	
9. Training Services	269	419	

YOUTH MEASURES			
10. Attainment of a Literacy and/or Numeracy Gain			703
11. Attainment of a High School Diploma, GED, or Certificate			390

EXIT STATUS			
12. Entered Employment	297	478	325
12A. Training-related	188	293	17
13. Remained with Layoff Employer		12	
14. Entered Military Service			2
15. Entered Advanced Training			4
16. Entered Postsecondary Education			143
17. Entered Apprenticeship Program			2
18. Returned to Secondary School			26
19. Exited for Other Reasons	107	139	150

Orange County Workforce Investment Area

Local Workforce Investment Area

Andrew Munoz, Executive Director

714-480-6448

16-May-13

Contact Person, Title

Telephone Number

Date Prepared

Comments:

**WIA Local Plan Program Year 2013-14
Title IB Budget Plan Summary¹
(Youth)**

ATTACHMENT E

WIA 118; 20 CFR 661.350(a)(13)

PROGRAM TYPE for PY 2013-14, beginning 04/01/13 through 06/30/14

Grant Code 301/302/303/304 WIA IB-Youth

FUNDING IDENTIFICATION	K386XXX Subgrant	K4--XXX Subgrant
1. Year of Appropriation	2012-13	2013-14
2. Formula Allocation	4,425,962	4,245,797
3. Allocation Adjustment - Plus or Minus		
4. TOTAL FUNDS AVAILABLE (Line 2 plus 3)	4,425,962	4,245,797
TOTAL ALLOCATION COST CATEGORY PLAN		
5. Program Services (sum of Lines 5A and 5B)	3,983,366	3,821,218
A. In School	1,522,974	1,460,979
B. Out-of-School (30%)	2,460,392	2,360,239
6. Administration (Line 4 minus 5)	442,596	424,579
7. TOTAL (Line 5 plus 6)	4,425,962	4,245,797
QUARTERLY TOTAL EXPENDITURE PLAN (cumulative from April 1, 2012 and April 1, 2013 respectively)		
8. June 2012	0	
9. September 2012	-	
10. December 2012	584,691	
11. March 2013	1,684,950	
12. June 2013	1,903,164	
13. September 2013	3,275,212	
14. December 2013	4,425,962	560,890
15. March 2014	4,425,962	1,616,362
16. June 2014	4,425,962	1,825,693
17. September 2014		3,141,890
18. December 2014		4,245,797
19. March 2015		4,245,797
20. June 2015		4,245,797
COST COMPLIANCE PLAN		
21. % for Administration Expenditures (Line 6/Line 4)	10%	10%

Orange County Workforce Investment Area
Local Workforce Investment Area

Aidee Parish, Fiscal Manager	714-480-6519	5/16/2013
Contact Person, Title	Telephone Number	Date Prepared

Comments:

¹ Refer to 20 CFR Part 667.160 and WIA Directive WIAD01-10 for guidance and information regarding local area obligation rates, and recapture and reallocation policies and procedures.

WIA Local Plan Program Year 2013-14 Negotiated Levels of Performance

(Responses to State Plan Appendix H – Section 8)

Instructions: Enter your local area's levels of performance for PYs 2011-12 and 2012-13 and provide an estimate of your PY 2013-14 performance target. On the following page, provide a narrative rationale that supports each PY 2013-14 goal. For example, if the local projected goal is lower than the PY 2012-13 State goal, provide an explanation.

STATE NEGOTIATED LEVELS OF PERFORMANCE¹

WIA Requirement at Section 136(b) ²	PY 2011-12	PY 2012-13
Adults		
Entered Employment Rate	56.4%	59%
Employment Retention Rate	81.0%	81%
Average Earnings	\$13,000	\$13,700
Dislocated Workers		
Entered Employment Rate	65%	64.5%
Employment Retention Rate	83%	84%
Average Earnings	\$15,900	\$18,543
Youth (ages 14-21)		
Placement in Employment or Education	65%	72%
Attainment of a Degree or Certificate	61%	60%
Literacy and Numeracy Gains	40%	54%

LOCAL LEVELS OF PERFORMANCE¹

WIA Requirement at Section 136(c) ²	PY 2011-12	PY 2012-13	Estimated PY 2013-14
Adults			
Entered Employment Rate	73.5%	73.5%	73.5%
Employment Retention Rate	78%	78%	78%
Average Earnings	\$14,400	\$14,400	\$14,400
Dislocated Workers			
Entered Employment Rate	76%	76%	76%
Employment Retention Rate	81.5%	81.5%	81.5%
Average Earnings	\$16,200	\$16,200	\$16,200
Youth (ages 14-21)			
Placement in Employment or Education	65%	72%	72%
Attainment of a Degree or Certificate	61%	60%	60%
Literacy and Numeracy Gains	40%	54%	54%

¹ Guidance on state and local performance can be found on the U.S. Department of Labor (DOL) [Employment and Training Administration](#) Web site. Specific Training and Employment Guidance Letters (TEGL) include, but are not limited to 8-99, 11-01, and 17-05.

² The DOL Employment and Training Administration approved California's waiver request to move from the statutory performance measures specified in WIA Section 136 to the common performance measures defined in TEGL 17-05. This waiver was initially approved for Program Year (PY) 2007-08 and has been extended through PY 2013-14.

RATIONALE SUPPORTING PY 2013-14 ESTIMATED LOCAL PERFORMANCE LEVELS

The PY 2013-14 performance goals of OC Workforce Investment Board (OCWIB) in Adults, Dislocated Worker, and Youth programs are estimated to be at the same level as the local PY2012-13 performance goals. The local PY 2012-13 performance goals are based on State draft directive WSDD-80 issued on March 1, 2013.

WIA Local Plan Program Years 2013-17 Comprehensive One-Stop Center Partner Listing (NORTH)

The Workforce Investment Act (WIA) Section 121(b) identifies all the required partner programs that must be part of the local One-Stop Career Center system. Those programs are listed below. The Chief Local Elected Official may also include additional partners to enhance the services provided locally. The Final Rule Section 662.250 requires these same partners to offer their program's core services in at least one comprehensive One-Stop Career Center in the local workforce area. Provide the name of each organization (required and additional) that provides services in your local One-Stop Career Center system. Include with your submittal, a copy of the executed Memorandum of Understanding (MOU) required under WIA Section 121(c). If an MOU has not been fully executed with a partner, notice instructions are included in [Directive WIAD05-6, Notification Requirement Relating to Lack of One-Stop MOUs](#).

A separate form should be completed for each One-Stop Career Center in your local area that meets this requirement.

1. LWIB	Please enter all information requested
Today's Date:	May 16, 2013
Name of Local Workforce Investment Board:	Orange County Workforce Investment Board (OCWIB) One-Stop Center, Northern Region
Counties covered:	Orange County
Center's complete physical address:	5405 Garden Grove Blvd., Ste 100 Westminster, CA 92683
Mailing address (if different):	
One-Stop Career Center hours of operation:	8:00 a.m. – 5:00 p.m. (Mon-Wed) 8:00 a.m. – 7:00 p.m. (Thu) 8:00 a.m. – 5:00 p.m. (Fri) 8:00 a.m. – 12:00 p.m. (Sat)
Public phone number:	714-241-4900
Public fax number:	714-241-4977
TTY number:	1-800-735-2922
Website URL:	oconestop.com
Office Manager/Administrator: (Name and Title)	Sallie Salinas Administrative Director
Phone number and email:	714-241-4900 ssalinas@coastline.edu
Public contact email address:	www.oconestop.com (clients can go to the website and submit their questions)
Number of staff:	32

2. Required Partner Programs	Partner Providing the Core Services
Programs authorized under WIA Title I (Public Law 105-220);	Coast Community College District (CCCD) <i>(One-Stop Operator/County Contract)</i>
Programs authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.);	Employment Development Department (EDD)
Adult education and literacy activities authorized under WIA Title II (Public Law 105-220);	Regional Occupational Program (ROP)
Programs authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.);	Department of Vocational Rehabilitation (DOR)
Programs authorized under Section 403(a)(5) of the Social Security Act (42 U.S.C. 603(a)(5), as added by Section 5001 of the Balanced Budget Act of 1997);	Orange County Social Services Agency (SSA)
Activities authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.);	Coast Community College District (CCCD) <i>(One-Stop Operator/County Contract)</i> <i>(Senior Community Services Employment Program, SCSEP)</i>
Postsecondary vocational education activities authorized under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301 et seq.);	Regional Occupation Program (ROP)
Activities authorized under Chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et eq.);	Employment Development Department (EDD)
Activities authorized under Chapter 41 of Title 38, U.S.C.;	Employment Development Department (EDD)
Employment and training activities carried out under the Community Services Block Grant Act (42 U.S.C. 9901 et seq.);	Community Action Partnership (CAP)
Employment and training activities carried out by the Department of Housing and Urban Development; and,	OC Community Services (OCCS) <i>(OCWIB is part of OCCS)</i>

Programs authorized under State unemployment compensation laws (in accordance with applicable federal law).	Employment Development Department (EDD)
Additional Partner Programs	Organization
WIA Section 166 for Indian and Native Americans	Southern California Indian Center
Youth Program	City of La Habra
Youth Program	Irvine Unified School District (IUSD)
Youth Program	Orange County Asian Pacific Islander Community Alliance (OCAPICA)
Youth Program	Orange County Conservation Corps (OCCC)
Adult, DW and Youth Programs	Arbor/ResCare Workforce Services <i>(Supportive Services-Adult & DW / County Contract)</i> <i>(OJT – Youth / County Contract)</i> <i>(MOU not required. Operational Agreement in place.)</i>
Training and Employment Services	Goodwill Industries of OC <i>(MOU not required. Operational Agreement in place.)</i>
Postsecondary Vocational Education	Irvine Valley College (IVC) <i>(MOU not required. Operational Agreement in place.)</i>
Adult & DW Programs Business Services and Rapid Response	ProPath, Inc. <i>(Adult & DW / County Contract)</i> <i>(Business Services & Rapid Response/County Contract)</i> <i>(MOU not required. Operational Agreement in place.)</i>

WIA Local Plan Program Years 2013-17 Comprehensive One-Stop Center Partner Listing (SOUTH)

The Workforce Investment Act (WIA) Section 121(b) identifies all the required partner programs that must be part of the local One-Stop Career Center system. Those programs are listed below. The Chief Local Elected Official may also include additional partners to enhance the services provided locally. The Final Rule Section 662.250 requires these same partners to offer their program's core services in at least one comprehensive One-Stop Career Center in the local workforce area. Provide the name of each organization (required and additional) that provides services in your local One-Stop Career Center system. Include with your submittal, a copy of the executed Memorandum of Understanding (MOU) required under WIA Section 121(c). If an MOU has not been fully executed with a partner, notice instructions are included in [Directive WIAD05-6, Notification Requirement Relating to Lack of One-Stop MOUs](#).

A separate form should be completed for each One-Stop Career Center in your local area that meets this requirement.

1. LWIB	Please enter all information requested
Today's Date:	May 16, 2013
Name of Local Workforce Investment Board:	Orange County Workforce Investment Board (OCWIB) One-Stop Center, Southern Region
Counties covered:	Orange County
Center's complete physical address:	125 Technology Drive, Ste. 220 Irvine, CA 92618
Mailing address (if different):	
One-Stop Career Center hours of operation:	8:00 a.m. – 5:00 p.m. (Mon-Wed) 8:00 a.m. – 7:00 p.m. (Thu) 8:00 a.m. – 5:00 p.m. (Fri) 8:00 a.m. – 12:00 p.m. (Sat)
Public phone number:	949-341-8000
Public fax number:	949-341-8008
TTY number:	800-735-2922
Website URL:	oconestop.com
Office Manager/Administrator: (Name and Title)	Sallie Salinas Administrative Director
Phone number and email:	949-341-8026, ssalinas@coastline.edu
Public contact email address:	www.oconestop.com (Clients can go to the website and submit their questions)
Number of staff:	31

2. Required Partner Programs	Partner Providing the Core Services
Programs authorized under WIA Title I (Public Law 105-220);	Coast Community College District (CCCD) <i>(One-Stop Operator/County Contract)</i>
Programs authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.);	Employment Development Department (EDD)
Adult education and literacy activities authorized under WIA Title II (Public Law 105-220);	Regional Occupational Program (ROP)
Programs authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.);	Department of Vocational Rehabilitation (DOR)
Programs authorized under Section 403(a)(5) of the Social Security Act (42 U.S.C. 603(a)(5), as added by Section 5001 of the Balanced Budget Act of 1997);	Orange County Social Services Agency (SSA)
Activities authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.);	Coast Community College District (CCCD) <i>(One-Stop Operator/County Contract)</i> <i>(Senior Community Services Employment Program, SCSEP)</i>
Postsecondary vocational education activities authorized under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301 et seq.);	Regional Occupation Program (ROP)
Activities authorized under Chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et eq.);	Employment Development Department (EDD)
Activities authorized under Chapter 41 of Title 38, U.S.C.;	Employment Development Department (EDD)
Employment and training activities carried out under the Community Services Block Grant Act (42 U.S.C. 9901 et seq.);	Community Action Partnership (CAP)
Employment and training activities carried out by the Department of Housing and Urban Development; and,	OC Community Services (OCCS) <i>(OCWIB is part of OCCS)</i>

Programs authorized under State unemployment compensation laws (in accordance with applicable federal law).	Employment Development Department (EDD)
Additional Partner Programs	Organization
WIA Section 166 for Indian and Native Americans	Southern California Indian Center
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Postsecondary Vocational Education	Irvine Valley College (IVC) <i>(MOU not required. Operational Agreement in place.)</i>
Adult & DW Programs Business Services and Rapid Response	ProPath, Inc. <i>(Adult & DW / County Contract)</i> <i>(Business Services & Rapid Response/County Contract)</i> <i>(MOU not required. Operational Agreement in place.)</i>

WIA Local Plan Program Years 2013-17 Memorandums of Understanding

Local Workforce Investment Boards are required to establish a Memorandum of Understanding (MOU) with each partner that provides services through the local One-Stop System. Complete the information below and attach a copy of each MOU with your local plan under this cover sheet.

ORANGE COUNTY WORKFORCE INVESTMENT AREA

Local Partner Name	MOU Expiration Date
1. ADULT EDUCATION	In effect
2. CALIFORNIA HISPANIC COMMISSION [YOUTH]	In effect
3. CENTER FOR EMPLOYMENT TRAINING	In effect
4. COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY	In effect
5. DEPARTMENT OF REHABILITATION (DOR)	6/30/16
6. EMPLOYMENT DEVELOPMENT DEPARTMENT (EDD)	In effect
7. IRVINE UNIFIED SCHOOL DISTRICT [YOUTH]	In effect
8. NATIONAL SENIOR CITIZENS' EDUCATION & RESEARCH CENTER, INC (NSCERC)- Senior Employment	In effect
9. NORTH ORANGE COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP (CEDS)	In effect
10. OC COMMUNITY DEVELOPMENT COUNCIL, INC.	In effect
11. OC SOCIAL SERVICES AGENCY	In effect
12. ORANGE COUNTY ASIAN PACIFIC ISLANDER COMMUNITY ALLIANCE (OCAPICA) [YOUTH]	In effect
13. ORANGE COUNTY CONSERVATION CORPS (OCCC) [YOUTH]	In effect
14. REGIONAL OCCUPATIONAL PROGRAMS (ROP)	In effect

15. SOUTHERN CALIFORNIA INDIAN CENTER, INC	In effect
16. THE BRIDGE	In effect
17. THE CITY OF LA HABRA [YOUTH]	In effect
18. TRITECH SMALL BUSINESS DEVELOPMENT	In effect

Note: All MOU's "In effect" will be ongoing until WIA legislation ends.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on this 24th day of April in accordance with Section 121 (c) of the Workforce Investment Act of 1998, and the laws of the State of California by and between the COUNTY OF ORANGE (hereinafter referred to as "County"), in conjunction with the ORANGE COUNTY WORKFORCE INVESTMENT BOARD and Adult Education (hereinafter referred to as "Partner"), to begin on the first day of July, 2000 and to terminate in accordance with the termination provisions provided for herein.

I. One-Stop System

Under the Workforce Investment Act (WIA) a One-Stop operator designated by the Local Workforce Investment Board operates a One-Stop System which may consist of mandatory and voluntary partner agencies. The One-Stop Operator and the mandatory and voluntary partners shall hereinafter be referred to as "Partner Agencies". Partner Agencies, with the exception of the One-Stop Operator must enter into a Memorandum of Understanding (MOU) with the Local Workforce Investment Board, which sets out in broad terms the working arrangements within the One-Stop System.

II. Purpose of Memorandum of Understanding

This MOU is between one Partner Agency, known as Partner, and the County of Orange. The purpose of this Memorandum of Understanding (MOU) is to establish an agreement as to the framework in which one-stop services will be provided for employers, employees, job seekers and others needing workforce services.

III. Common Vision/Mission Statement

The Orange County Workforce Investment Area's vision is to provide the leadership necessary to develop, direct and promote the Workforce Development System throughout Orange County.

1. Partner commits to work on a common vision/mission for the One-Stop System to be completed by January 1, 2001.
2. Partner commits to work on a common vision/mission for the Orange County Workforce Investment System to be completed by January 1, 2001.
3. The vision and mission developed shall be in accord with the WIB vision and mission and shall further the implementation of the one stop and workforce system.

IV. One-Stop Services to be Provided to the Community Under the Workforce Investment Act

Partner agrees to universal access as a critical One-Stop provision and agrees to work with Partner Agencies to adopt policies for the One-Stop System to ensure access for all customers including but not limited to those with special needs, such as A) literacy deficits; B) physical or learning disabilities; C) limited English speakers; and D) others with economic or geographical barriers to service or employment. One-Stop System services provided by Partner may include, but are not limited to: Core Services, Intensive Services, and Training Services.

V. Referral

Through the utilization of the One-Stop Liaison program, the Partners agree to work with Partner Agencies to: jointly develop implementation processes for common intake and referral, acceptable to each other: and which meet the goals of the One-Stop System; to cross-train or cause to be cross-trained their respective staff on the core and intensive services of each Partner Agency. Partner Agencies, as appropriate, shall mutually determine the necessity of and number of site visits, field trips, and joint training exercises for staff conducting referrals. Partner agrees to work with Partner Agencies to adopt mutually acceptable referral processes and forms and to modify them to changing requirements or day-to-day needs for improvement. To enhance cross referral among the partners, Partner will:

1. Agree to familiarize themselves with the requirements for participation in the programs operated with the various funding streams available to each of the One-Stop Partners.
2. To the extent possible, agree to develop an electronic summary of their program requirements that can be accessed by all Partner Agency's in the One-Stop.
3. Agree to use common intake forms when developed and to the extent possible.
4. Agree to refer clients eligible for Partner Agency programs to the One-Stop Partners for services, and to share information supplied to referred clients.

VI. Customer Service

Partner agrees that the following standards shall govern interactions between job-seeker and employer customers and Partner Agencies :

1. Service to customers
Service to customers shall be prompt and courteous; service shall encourage customer choice among program options in order to assist individuals in meeting their career and business goals
2. Partner Agency Employees will be provided with:
 - a. A professional environment within which to serve customers;
 - b. The appropriate tools to achieve the desired outcome for their customers; and
 - c. A professional code of ethics created and agreed to by Partner Agencies of the One-Stop System.
3. The adoption of continuous improvement principles
4. The coordination of employer contacts for job orders and job development activities, as mandated by AB67 and any other Health and Human Services initiatives.

VII. Performance Goals and Standards

Partner agrees to participate in developing the process for analyzing Customer Satisfaction Survey results. The process that is developed shall include the following:

1. Partner commits to customer satisfaction improvement strategies.
2. Surveys will be analyzed within 10 days of receipt, identity of respondents will remain confidential .
3. Surveys that recommend corrective action will be answered with a formal response, when appropriate.
4. Survey results shall be forwarded to the OCWIB staff.

VIII. Service and System Operating Costs

The Adult Education Partner Agencies may contribute in-kind staff time to support the One-Stop Centers and in accordance with each agencies' staff availability.

IX. Breach of Agreement

The following activities may constitute a breach and County shall have the right at its sole discretion to terminate this MOU in accordance with Section XXI herein:

1. Failure to cooperate or follow policies set by the OCWIB; or
2. Failure to cooperate or follow policies set by the One-Stop Operator in cooperation with the Partner Agencies with regard to the staffing or operations of the One-Stop System.

X. Accessing And Sharing Data

1. Partner agrees to the principles of common reporting and shared information through electronic One-Stop concepts and mechanisms including shared technology.
2. To extent allowable under each Partner's governing legislation, each Partner commits to share information.
3. Partner commits to participating on an interagency team to address issues surrounding the sharing of information and technology.

XI. System Security and Confidentiality

Partner agrees to the following:

1. To comply with the provisions of WIA and applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and/or any other appropriate statutes or requirements.
2. That Information System security provisions shall be agreed upon by Partner Agencies and recorded in an Information Security and Access Agreement to be signed by individuals using the system.
3. That all applications and individual records related to services provided under this MOU, or any MOU's between Partner Agencies and County, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
4. That no person or employee will publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to One-Stop System applicants, participants, or customers overall.
5. To abide by the current confidentiality provisions of respective statutes and share information necessary for the administration of programs operated through the One-Stop System.
6. To share client information necessary for provision of services under the Act; i.e.: assessment; universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.

XII. One-Stop Center Customer Grievance Procedures

In the event individuals accessing the One-Stop System file a grievance, the process for filing grievances shall be determined by the services the individual received and the matter about which the grievance is filed. Partner agrees to process and resolve grievances regarding their own programs. Individuals who seek to file a grievance with respect to a WIA program service shall be subject to the WIA grievance procedures developed by OCWIB and implemented by the One-Stop Operator. To the extent that the grievance is against the One-Stop Operator, County shall process the grievance in accordance with the rules set forth in WIA.

XIII. Impasse Resolution

In the event that MOU negotiations between the Partner and County reach an impasse, the parties shall meet and confer in an attempt to come to agreement on the issue(s) involved. Negotiations will be documented by the One-Stop Committee. Failed negotiations will be reported to the OCWIB. Any Partner Agency refusing to sign an MOU may not be represented on the local OCWIB. Alternative representative(s) must be sought, representing the required Partner or funding stream. If agreement cannot be reached, an explanation as to pending solutions may be stated.

XIV. Indemnification and Liability

Partner shall indemnify, hold harmless and defend County, its Board of Supervisors, its officers, agents, employees and the Orange County Workforce Investment Board, from any and all claims, demands, loss, liability, injury, death, suits or judgments arising out of or alleged to arise out of or in consequence of Partner's performance of this Agreement, or any act or omission of Partner, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by Partner in violation of Federal, State or County requirements or of this Agreement, or any negligent or intentional acts or omissions of Partner, its officers, agents or employees which injure or damage any participants or other third parties, including County personnel or representatives. Partner shall forthwith remit all sums due County, along with the legal rate of interest, pursuant to this paragraph.

XV. Non-Discrimination

1. Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical conditions, age, or marital status. Parties shall comply with the provisions of Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations. Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement. Parties to this MOU shall include non-discrimination and compliance provisions of this clause in all related subcontracts or financial agreements.
2. Americans with Disabilities Act (ADA) - Parties assure compliance with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

XVI. Day-to-day Operations

Parties to the MOU recognize that Partner Agencies have practices and philosophies that differ. The day-to-day operations will be carried out through the operation of the One-Stop liaison program at each One-Stop Center.

XVII. Marketing

Partner agrees to collaborate with Partner Agencies on a marketing strategy informing job seekers, employed individuals, employers, and the community at large about the services available through the One-Stop System.

1. The following resources may enhance joint marketing efforts:

- ♦ Web site development
- ♦ Public education/information
- ♦ Speaker's bureau
- ♦ One-Stop brochures/flyers
- ♦ Commercial air time
- ♦ Media Coverage
- ♦ Public television or radio

Other(s) (describe): _____ N/A _____

XVIII. Modification Process

Parties to this agreement may request a modification to this agreement. Such requests should be in writing. Any modification request must be considered in light of the effect the modification has on the MOU Agreements between the County and the other Partner Agencies. Modifications must be agreed to by the parties. Modifications to this Agreement must be in writing, signed and dated, and entered into with the same degree of formality as that required for entry into the original agreement.

XIX. Unenforceable Provisions

If any provision of this MOU agreement is found to be invalid, the remainder of the MOU agreement shall not be affected.

XX. Duration of the MOU

The term of this MOU shall commence on July 1, 2000, and shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), otherwise by action of law, or in accordance with this section.

XXI. Termination

The agreement may be terminated by either of the parties upon 30 days written notice to the other parties with cause or upon 90 days of written notice to the other parties without cause.

1 **MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE COUNTY OF ORANGE**
4 **IN PARTNERSHIP WITH THE**
5 **ORANGE COUNTY WORKFORCE INVESTMENT BOARD**
6 **AND**
7 **CALIFORNIA HISPANIC COMMISSION**
8 **ON ALCOHOL AND DRUG ABUSE, INC.**
9

10 This Memorandum of Understanding (MOU) is entered into on this 1st day of October, 2007
11 in accordance with Section 121(c) of the Workforce Investment Act of 1998, and the laws of
12 the State of California by and between the COUNTY OF ORANGE (hereinafter referred to as
13 "County"), in partnership with the ORANGE COUNTY WORKFORCE INVESTMENT BOARD
14 (hereinafter referred to as "OCWIB") and the California Hispanic Commission on Alcohol and
15 Drug Abuse, Inc. (hereinafter referred to as "CHCADA") to begin on the 1st day of October,
16 2007 and to terminate in accordance with the termination provisions provided for herein.
17

18 **I. Purpose of the Workforce Investment Act of 1998**

19 The purpose of the Workforce Investment Act of 1998 (hereinafter referred to as "WIA") is
20 to provide workforce investment activities that increase the employment, retention and
21 earnings of participants, and to increase the occupational skill attainment by participants,
22 which will improve the quality of the workforce, reduce welfare dependency and enhance
23 the productivity and competitiveness of the Nation's economy. These goals are achieved
24 through the Workforce Investment System.
25

26 **II. Relationship between the County and the OCWIB**

27 WIA authorizes the appointment of local Workforce Investment Boards whose members
28 are selected by the County in workforce regions designated by the Governor of the State
of California. Accordingly, the County has appointed members of the OCWIB for the
Orange County Workforce Investment Area. Responsibility for the success of the

1 Workforce System rests with a partnership between the OCWIB and the Orange County
2 Board of Supervisors.

4 **III. One-Stop System**

5 Through the collaborative efforts of Federal, State, County, local agencies and business,
6 the Orange County One-Stop Comprehensive Career Centers and One-Stop Satellites
7 (hereinafter referred to as "One-Stop(s)") were designed to provide a coordinated,
8 integrated, customer-friendly, locally driven Workforce Development System. This System
9 will offer all qualified job seekers the opportunity to maximize their employment potential.
10 The One-Stops will offer a variety of information and training services based on individual
11 needs. Employers will be provided access to workers who will support economic
12 development within Orange County.

13 Under Section 121(b), one or more One-Stop Center Operators (hereinafter referred to
14 as "Operator") must be designated by the Local Workforce Investment Board (OCWIB) to
15 operate their respective One-Stop(s) within their Workforce Area. Furthermore, each
16 One-Stop must have certain partners (hereinafter referred to as "Partners") who must
17 provide mandated programs. These mandated programs include:

- 18 1. Veterans Employment and Training Programs
- 19 2. Migrant and Seasonal Farmworker Programs
- 20 3. Indian and Native American Programs
- 21 4. Adult Education and Literacy Programs
- 22 5. Postsecondary Vocational Education Programs
- 23 6. Vocational Rehabilitation
- 24 7. Community Services Block Grant
- 25 8. Unemployment Insurance
- 26 9. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance
- 27 10. Welfare to Work Programs
- 28 11. Title V Programs under the Older Americans Act
12. Youth Programs

1 **IV. Purpose of Memorandum of Understanding (MOU)**

2 This MOU is an agreement developed and executed between the County, in partnership
3 with the OCWIB, and CHCADA, and is a commitment to the success of the operation of
4 the One-Stop(s) within the County of Orange for the benefit of the County's citizens. This
5 MOU establishes the broad framework in which One-Stop services will be provided.

6 **V. Common Vision and Mission Statement**

7 The OCWIB's vision is to be Orange County's resource for community investment
8 products and services. The OCWIB's mission is to respond to the needs of businesses,
9 job seekers and students through an integrated Workforce Development System.
10 CHCADA commits to work on a common vision/mission for the One-Stop(s).

11 **VI. Services to be Provided to the Community**

12
13 CHCADA agrees that universal access is a critical One-Stop provision and agrees to work
14 with other Partners to adopt policies at the One-Stop(s) that ensure access for all
15 customers including those with special needs, such as A) literacy deficits; B) physical or
16 mental disabilities; C) limited English speakers; and D) others with economic or
17 geographical barriers to service or employment.

18
19 **A. Core Services**

20 Under WIA Section 121(b)(1)(A), all Partners must make available to participants those
21 Core Services that are applicable to their program. These Core Services, as defined in
22 WIA Section 134(d)(2), must be universally available to all job seekers. They may
23 include, but are not limited to:

- 24 1. Determination of individual eligibility for services;
- 25 2. Outreach, intake (including worker profiling) and orientation to the information and
26 other services available through the One-Stop(s);
- 27 3. Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
- 28 4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment information and labor market information such as job
vacancy listings, job skills necessary to obtain jobs, local in demand occupations,

1 earnings and skill requirements;

- 2 6. Provision of performance information and program cost information on eligible
3 providers of training services;
- 4 7. Provision of information regarding local area performance pursuant to the local
5 performance measures;
- 6 8. Provision of information relating to the availability of supportive services in the local
7 area;
- 8 9. Provision of information regarding the filing of claims for unemployment
9 compensation.
- 10 10. Assistance in establishing eligibility for welfare-to-work activities and programs of
11 financial aid assistance for training and education programs;
- 12 11. Follow-up services for registered participants for not less than 12 months; and
- 13 12. Any other core services as determined by new legislation or policy action by the
14 OCWIB.

15 **B. Intensive Services**

16 All Partners agree to provide those intensive services that are applicable to their
17 program, as defined in WIA Section 134(d)(3)(c), to an individual who is determined by
18 the Operator to be eligible for such services because the individual is:

- 19 1) unemployed and unable to obtain employment through core services:
20 2) in need of intensive services to obtain employment; or
21 3) employed but in need of intensive services to obtain or retain employment
22 that allows for self sufficiency.

23 These Intensive Services may include, but are not limited to:

- 24
- 25 1. Comprehensive and specialized assessments of client skill levels;
- 26 2. Development of an individual employment plan to identify the employment goals,
27 achievement objectives, and combinations of services;
- 28 3. Group and individual counseling and career planning;
4. Case management for individuals enrolled in training;
5. Prevocational services, including development of learning skills, communication

- 1 skills, interviewing skills, punctuality, personal maintenance skills, and professional
2 conduct, to prepare individuals for unsubsidized employment or training; and
3 6. Any other intensive services as determined by new legislation or policy action by the
4 OCWIB.

5 6 **C. Training Services**

7 All Partners agree to provide those training services that are applicable to their program,
8 as defined in WIA Section 134(d)(4)(D), to an individual who has been determined by the
9 Operator to be eligible for intensive services and:

- 10 a) is unable to obtain employment;
11 b) is in need of training services and who has the skills and qualifications to successfully
12 participate in a training program;
13 c) who selects an approved training program that is directly linked to employment
14 opportunities in the local area or in an area to which the individual is willing to relocate;
15 d) is not qualified for federal grant assistance programs; and
16 e) meets applicable local priority criteria for training services.

17
18 These Training services may include, but are not limited to:

- 19 1. Occupational skills training, including training for nontraditional employment;
20 2. On-the-job training;
21 3. Programs that combine workplace training with related instruction which may
22 include cooperative education;
23 4. Training programs operated by the private sector;
24 5. Skill upgrading and retraining;
25 6. Entrepreneurial training;
26 7. Job readiness training;
27 8. Adult education and literacy activities provided in combination with services
28 described in items 1-7 above;
9. Customized training conducted with a commitment by an employer or group of
employers to employ an individual upon successful completion of the training; and

1 10. Other training services as determined by new legislation, policy action by the
2 OCWIB or a Partner's governing legislation.

3
4 **VII. Referral Process**

5 CHCADA agrees to work with all other Partners to jointly develop implementation
6 processes acceptable to all for common intake and referral. All Partners agree to cross
7 train staff on the services of each of the other participating Partners and the spectrum
8 of related services available through their respective agencies. A mutually acceptable
9 referral process shall be adopted by the Operator and Partner with the commitment to
10 periodically evaluate the process and modify it accordingly as needed. The process
and referral methodologies are as follows:

- 11 1. Partner agrees to familiarize themselves with the requirements for participation in the
12 programs operated with the various funding streams available to each of the other
13 Partners participating in the One-Stop(s).
- 14 2. To the greatest extent possible, Partner agrees to develop an electronic summary of
15 their program requirements that can be accessed by the other Partners in the One-
16 Stop(s).
- 17 3. To the greatest extent possible, Partner agrees to utilize common intake forms.
- 18 4. Partner agrees to provide reciprocal feedback to the other Partners at the One-
19 Stop(s) regarding service provision.

20
21
22 **VIII. Customer Service**

23 Employees will be provided with a professional working environment with the
24 appropriate tools needed to achieve the desired positive outcomes for their customers.
25 A professional code of ethics will be created and agreed to by all Partners of the One-
26 Stop(s) consistent with CHCADA's existing policies, procedures and regulations. All
27 Partners will demonstrate that they are a customer driven organization by adhering to
28 the following elements:

1. Service to customers will be prompt and courteous.
2. Staff will encourage customer choice among program options to assist individuals

1 in meeting their career goals.

2 3. Staff will actively listen to what customers have to say.

3 4. Staff will build positive relationships with their customers through focusing on
4 accessibility and management of complaints.

5
6 **IX. Performance Goals and Standards**

7 CHCADA agrees to participate with the other Partners at the One-Stop(s) in developing
8 a process for analyzing customer satisfaction. Specifically:

9 1. Each Partner commits to customer satisfaction improvement strategies.

10 2. A "Participant Satisfaction Survey" will be made available to all users of the One-
11 Stop(s). Completed surveys will be analyzed within 10 days of receipt, maintaining
12 confidentiality at all times.

13 3. Surveys that recommend change or improvement will be sent to the corresponding
14 Partner for their consideration; if warranted, they will take appropriate action in
15 accordance with their own guidelines, policies, and operating procedures.

16
17
18 **X. System Operating Expenses**

19 As outlined in 20 CFR Part 662.270, each co-located Partner must contribute a fair share
20 of the operating costs of the One-Stop Delivery System proportionate to the use of the
21 System by individuals attributable to the Partner's programs.

22 1. CHCADA agrees to share in the operating costs of those One-Stop(s) in which
23 their staff is co-located. Partners co-located are required to either pay cash or provide
24 in-kind services equal to or greater than the amount of their assessed usage fee.
25 Allocation and payment of these costs that are attributable to the Partner will be
26 addressed in separate Cost Sharing Agreements between the Operator and the Partner.
27 These expenses may include, but are not limited to, rent for dedicated space, rent for
28 common space, shared staff (*i.e.* receptionist), facility costs, equipment and supplies.

2. The Operator will ensure that the shared costs are supported by accurate data, the
shared costs are consistently applied over time, and the methodology used in

1 determining the shared costs are reflected in the Cost Sharing Agreements. All Cost
2 Sharing Agreements, if applicable, will be updated and revised on an annual basis.
3 These Agreements will be executed separately for each One-Stop.
4

5 **XI. Accessing and Sharing Data**

6 The WIA emphasizes technology as a critical tool in making possible all aspects of
7 information exchange including client tracking, common case management, reporting
8 and data collection. Therefore, CHCADA will:

- 9
- 10 1. Agree to the principles of common reporting and shared information through electronic
11 mechanisms including shared technology.
 - 12 2. Commit to share information to the greatest extent allowable under their
13 governing legislation and confidentiality requirements.
 - 14 3. Commit to participating on an interagency team to address issues surrounding
15 the sharing of information and technology.
16

17 **XII. System Security and Confidentiality.**

18 When an individual applies for or receives services from CHCADA, through the One-
19 Stop(s), all information regarding such application for or receipt of Partner's services
20 shall be confidential information subject to the provisions of 34 CFR Part 361.38 and
21 Title 9 California Code of Regulation, Sections 7140-7143.5.

22 Therefore, CHCADA agrees to the following:

- 23 1. To comply with provisions of the Workforce Investment Act and applicable sections
24 of the Welfare and Institutes Code, the California Education Code, the
25 Rehabilitation Act, and/or any other appropriate statutes or requirements.
- 26 2. System security provisions shall be agreed upon by all Partners and recorded in an
27 Information Security and Access Agreement to be signed by the staff using the
28 system.
3. All records of the One-Stop(s) or Partners, including but not limited to applications,
eligibility and referral records, or any other individual records related to services

1 provided under this MOU, shall be maintained in the strictest confidence, and shall
2 be used solely for purposes directly related to determining eligibility or delivery of
3 services to such individuals and not open to examination for any purpose not
4 directly connected with the delivery of such services.

5 4. No person shall publish or disclose, use, or permit, cause to be published, disclosed
6 or used, any confidential information pertaining to One-Stop applicants or customers;
7 nor shall referenced confidential information be disclosed absent a court order or a
8 written authorization from the applicant or customer.

9 5. All Partners agree to share client information that is necessary for the provision of
10 services under WIA, i.e.: intake; assessment; program or training referral; job
11 development or placement activities; and other services as needed for employment
12 or program support purposes.

13 14 **XIII. Grievance Procedures**

15 The OCWIB is required to establish and maintain a procedure for grievances and
16 complaints as outlined in 20 CFR Part 667.600. The process for handling grievances
17 and complaints is applicable to both participants as well as Partners. Every effort will be
18 made to preserve confidentiality as grievances are fairly and equitably considered. The
19 procedures will allow the individual or entity filing the complaint to exhaust every
20 administrative level possible in receiving a fair and complete hearing of their grievance, up
21 to the level of appeal to the State Workforce Investment Board and ultimately to the
22 Secretary of the Department of Labor.

23 The County in partnership with the OCWIB and CHCADA agree to communicate openly
24 and directly to resolve any problems or disputes related to the provisions of services in a
25 cooperative manner and at the lowest level of intervention possible.

26 27 **XIV. Non-Discrimination**

28 1. California Fair Employment and Housing Act (Government Code Title 2, Division 3,
Part 2.8) - Parties to this MOU shall protect and safeguard the right and opportunity
of all persons to seek, obtain, and hold employment without discrimination or

1 abridgment on account of race, religious creed, color, ancestry, national origin,
2 physical disability, mental disability, medical condition, age, marital status, sex, or
3 sexual orientation.

- 4 2. Americans with Disabilities Act of 1990 (ADA) – Parties to this MOU shall assure their
5 own compliance with Title I of the ADA which prohibits discrimination against qualified
6 individuals with disabilities in job application procedures, hiring, firing, advancement,
7 compensation, job training, and other terms, conditions and privileges of employment.
- 8 3. Parties to this MOU shall include non-discrimination and compliance provisions of
9 these clauses in all related subcontracts and agreements.

10
11 **XV. Administrative and Operations Management**

- 12 1. It is understood that CHCADA and its staff are subject to existing personnel
13 policies, procedures, regulations and statutes as well as applicable collective
14 bargaining agreements. OCWIB will assure that the Operator will work with
15 CHCADA in developing and implementing policies and procedures for the One-
16 Stop(s), in order to avoid inconsistencies with CHCADA's existing policies,
17 procedures, regulations
18 and collective bargaining agreements.
- 19 2. A separate document, "One-Stop Operating Agreement Pursuant to the Workforce
20 Investment Act of 1998", will be executed between the Operator and CHCADA.
21 This agreement will define the manner in which the Partners will participate in the
22 One-Stop(s). This will include, at a minimum, arrangements for supervision,
23 scheduled hours of operation, procedures for referral, resource sharing, definitions
24 of program design, scope of services, capacity building and dispute resolution.

25
26 **XVI. Marketing**

27 CHCADA agrees to collaborate, to the extent allowable by their applicable laws,
28 regulations and policies, with other Partners on a marketing strategy informing job
seekers, employed individuals, employers, and the community at large about the
services available through the One-Stop(s). Resources available to enhance joint

1 marketing efforts might include web site development, public education/information,
2 speaker's bureau, One-Stop brochures/flyers, media coverage
3 and/or public television or radio.
4

5 **XVII. Modification Process**

6 Any Party to this MOU may request a modification to this MOU. Such requests must
7 be in writing and must be agreed to by all Parties. Modifications to this MOU must be
8 in writing, signed and dated, and entered into with the same degree of formality as that
9 required for entry into the original MOU. If any provision of this MOU is found to be
10 invalid, the remainder of the MOU shall not be affected.
11

12 **XVIII. Duration of the MOU**

13 The term of this MOU shall commence on October 1, 2007, and shall remain in
14 effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA).
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1 **IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms
2 and conditions contained herein and have duly authorized and caused this MOU to be executed as of
3 the date stated below written. There are no oral understandings of the Parties or terms and conditions
4 other than as are stated herein.

5 CALIFORNIA HISPANIC COMMISSION ON
6 ALCOHOL AND DRUG ABUSE, INC.*

7 Dated: _____

By: _____

8 Title: James Z. Hernandez, Executive Director

9 Dated: _____

By: _____

10 Title: Lily Ojano-Bracco, Finance Director

11 * For Partner Agencies that are **corporations**, Cal. Corporations Code sec. 313 signature requirements are as follows:
12 1) One signature by the Chairman of the Board, the President or any Vice President, and 2) One signature by the Secretary,
13 any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
For Partner Agencies that are **not corporations**, the person who has authority to bind the Contractor/Vendor to a contract
must sign on one of the lines above.

14 ORANGE COUNTY WORKFORCE INVESTMENT BOARD

15 Dated: 9-5-07

By: _____

16 Title: Chairman

17 "COUNTY OF ORANGE a political subdivision of the
18 State of California"

19 Dated: 9-25-07

By: _____

20 Chair, Orange County
21 Board of Supervisors

22 SIGNED AND CERTIFIED THAT A COPY OF THIS
23 AGREEMENT HAS BEEN DELIVERED TO THE
24 CHAIRMAN OF THE BOARD

25 Dated: 9-25-07

By: _____

26 Darlene J. Bloom
27 Clerk of the Board of Supervisors
28 Orange County, California



APPROVED AS TO FORM:
COUNTY COUNSEL

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Dated: _____

By: _____

By: Jeanine
Deputy

Date: 8-29-07



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on this 24th day of April in accordance with Section 121 (c) of the Workforce Investment Act of 1998, and the laws of the State of California by and between the COUNTY OF ORANGE (hereinafter referred to as "County"), in conjunction with the ORANGE COUNTY WORKFORCE INVESTMENT BOARD and Center for Employment Training (hereinafter referred to as "Partner"), to begin on the first day of July, 2000 and to terminate in accordance with the termination provisions provided for herein.

I. One-Stop System

Under the Workforce Investment Act (WIA) a One-Stop operator designated by the Local Workforce Investment Board operates a One-Stop System which may consist of mandatory and voluntary partner agencies. The One-Stop Operator and the mandatory and voluntary partners shall hereinafter be referred to as "Partner Agencies". Partner Agencies, with the exception of the One-Stop Operator must enter into a Memorandum of Understanding (MOU) with the Local Workforce Investment Board, which sets out in broad terms the working arrangements within the One-Stop System.

II. Purpose of Memorandum of Understanding

This MOU is between one Partner Agency, known as Partner, and the County of Orange. The purpose of this Memorandum of Understanding (MOU) is to establish an agreement as to the framework in which one-stop services will be provided for employers, employees, job seekers and others needing workforce services.

III. Common Vision/Mission Statement

The Orange County Workforce Investment Area's vision is to provide the leadership necessary to develop, direct and promote the Workforce Development System throughout Orange County.

1. Partner commits to work on a common vision/mission for the One-Stop System to be completed by January 1, 2001.
2. Partner commits to work on a common vision/mission for the Orange County Workforce Investment System to be completed by January 1, 2001.
3. The vision and mission developed shall be in accord with the WIB vision and mission and shall further the implementation of the one stop and workforce system.

IV. One-Stop Services to be Provided to the Community Under the Workforce Investment Act

Partner agrees to universal access as a critical One-Stop provision and agrees to work with Partner Agencies to adopt policies for the One-Stop System to ensure access for all customers including but not limited to those with special needs, such as A) literacy deficits; B) physical or learning disabilities; C) limited English speakers; and D) others with economic or geographical barriers to service or employment. One-Stop System services provided by Partner may include, but are not limited to:

Core Services

1. Determination of individual eligibility for services;
2. Outreach, intake (including worker profiling) and orientation to the information and other services available through the one delivery system;
3. Initial assessment of skill levels, aptitudes, abilities, and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment statistics information and labor market information such as job vacancy listings, job skills necessary to obtain jobs, local in demand occupations, earnings, and skill requirements;
6. Provision of performance information and program cost information on eligible providers of training services;
7. Provision of information regarding local area performance pursuant to the local performance measures;
8. Provision of information relating to the availability of supportive services available in the local area;
9. Provision of information regarding the filing of claims for unemployment compensation;
10. Assistance in establishing eligibility for welfare-to-work activities and programs of financial aid assistance for training and education programs;
11. Follow-up services for registered participants for not less than 12 months; and
12. Any other core services as determined by new legislation or policy action by the Orange County Workforce Investment Board(OCWIB).

Intensive Services

1. Comprehensive and specialized assessments of client skill levels;
2. Development of an individual employment plan to identify the employment goals, achievement objectives, and combinations of services;
3. Group and individual counseling and career planning;
4. Case management for individuals enrolled in training;
5. Prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training; and
6. Any other intensive services as determined by new legislation or policy action by the OCWIB.

Training Services

1. Occupational skills training, including training for nontraditional employment;
2. On-the-job training;
3. Programs that combine workplace training with related instruction which may include cooperative education;
4. Training programs operated by the private sector;
5. Skill upgrading and retraining;
6. Entrepreneurial training;
7. Job readiness training;

8. Adult education and literacy activities provided in combination with services described in items 1-7 above;
9. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training; and
10. Other training services as determined by new legislation, policy action by the OCWIB, or Partner's or Partner Agency's governing legislation.

V. Referral

Partner agrees to work with Partner Agencies to: jointly develop implementation processes for common intake and referral, acceptable to each other and which meet the goals of the One-Stop System; to cross-train or cause to be cross-trained their respective staff on the core and intensive services of each Partner Agency. Partner Agencies, as appropriate, shall mutually determine the necessity of and number of site visits, field trips, and joint training exercises for staff conducting referrals. Partner agrees to work with Partner Agencies to adopt mutually acceptable referral processes and forms and to modify them to changing requirements or day-to-day needs for improvement. To enhance cross referral among the partners, Partner will:

1. Agree to familiarize themselves with the requirements for participation in the programs operated with the various funding streams available to each of the One-Stop Partners.
2. To the extent possible, agree to develop an electronic summary of their program requirements that can be accessed by all Partner Agency's in the One-Stop.
3. Agree to use common intake forms when developed and to the extent possible.
4. Agree to refer clients eligible for Partner Agency programs to the One-Stop Partners for services, and to share information supplied to referred clients.

VI. Customer Service

Partner agrees that the following standards shall govern interactions between job-seeker and employer customers and Partner Agencies :

1. Service to customers
Service to customers shall be prompt and courteous; service shall encourage customer choice among program options in order to assist individuals in meeting their career and business goals
2. Partner Agency Employees will be provided with:
 - a. A professional environment within which to serve customers;
 - b. The appropriate tools to achieve the desired outcome for their customers; and
 - c. A professional code of ethics created and agreed to by Partner Agencies of the One-Stop System.
3. The adoption of continuous improvement principles
4. The coordination of employer contacts for job orders and job development activities, as mandated by AB67 and any other Health and Human Services initiatives.

VII. Performance Goals and Standards

Partner agrees to participate in developing the process for analyzing Customer Satisfaction Survey results. The process that is developed shall include the following:

1. Partner committed to customer satisfaction improvement strategies.
2. Surveys will be analyzed within 10 days of receipt, identity of respondents will remain confidential.
3. Surveys that recommend corrective action will be answered with a formal response, when appropriate.
4. Survey results shall be forwarded to the OCWIB staff.

VIII. Service and System Operating Costs

Each Partner Agencies must contribute a fair share of the operating costs of the One-Stop System proportionate to the use of the system by individuals attributable to Partner Agency's programs. Formal financial agreements/leases between One-Stop Operators and Partner will be attached to this MOU as appropriate.

1. Partner Agency's including Partner agree but are not limited to the following options as appropriate for their contribution of the service(s) provided respectively:
 - ◆ Direct Charge
 - ◆ Space percentage
 - ◆ Position percentage
 - ◆ Actual use fee
2. Space Allocation includes but is not limited to:
 - ◆ Common Space
 - ◆ Dedicated Space
 - ◆ Shared, Dedicated Space
3. In the event Partner is unable, due to a lack of resources, staffing or ability to share operating costs, to provide the required compliment of resources to the One-Stop System in order to meet the requirements at each One-Stop Center listed below, Partner agrees to prioritize the allocation of their respective resources so as to meet the requirements of the Orange County One-Stop System in the order shown below:
 - a. West Orange County Regional One-Stop Center
 - b. North Orange County Regional One-Stop Center
 - c. Coastal County Regional One-Stop Center
 - d. South Orange County Regional One-Stop Center

IX. Breach of Agreement

The following activities may constitute a breach and County shall have the right at its sole discretion to terminate this MOU in accordance with Section XXI herein:

1. Failure to pay or otherwise provide the agreed upon share of costs or support as determined under the Service and Operating Costs section of this agreement in a timely manner;
2. Failure to cooperate or follow policies set by the OCWIB; or
3. Failure to cooperate or follow policies set by the One-Stop Operator in cooperation with the Partner Agencies with regard to the staffing or operations of the One-Stop System.

X. Accessing And Sharing Data

1. Partner agrees to the principles of common reporting and shared information through electronic One-Stop concepts and mechanisms including shared technology.
2. WIA emphasizes technology as a critical tool in making possible all aspects of information exchange including reporting; MIS; data collection; referral services; common case management; client as well as service tracking; and seamless service provision overall.
3. To the extent allowable under each Partner's governing legislation, each Partner commits to share information.
4. Partner commits to participating on an interagency team to address issues surrounding the sharing of information and technology.
5. Data input responsibility will be shared, as appropriate.
6. Increase the number of new employer contacts by 2% per year.
7. Increase the number of job vacancy postings by 2% per year.

XI. System Security and Confidentiality

Partner agrees to the following:

1. To comply with the provisions of WIA and applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and/or any other appropriate statutes or requirements.
2. That Information System security provisions shall be agreed upon by Partner Agencies and recorded in an Information Security and Access Agreement to be signed by individuals using the system.
3. That all applications and individual records related to services provided under this MOU, or any MOU's between Partner Agencies and County, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to

examination for any purpose not directly connected with the delivery of such services.

4. That no person or employee will publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to One-Stop System applicants, participants, or customers overall.
5. To abide by the current confidentiality provisions of respective statutes and share information necessary for the administration of programs operated through the One-Stop System.
6. To share client information necessary for provision of services under the Act; i.e.: assessment; universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.

XII. Grievance Procedures

In the event individuals accessing the One-Stop System file a grievance, the process for filing grievances shall be determined by the services the individual received and the matter about which the grievance is filed. Partner agrees to process and resolve grievances regarding their own programs. Individuals who seek to file a grievance with respect to a WIA program service shall be subject to the WIA grievance procedures developed by OCWIB and implemented by the One-Stop Operator. To the extent that the grievance is against the One-Stop Operator, County shall process the grievance in accordance with the rules set forth in WIA.

XIII. Impasse Resolution

In the event that MOU negotiations between the Partner and County reach an impasse, the parties shall meet and confer in an attempt to come to agreement on the issue(s) involved. Negotiations will be documented by the One-Stop Committee. Failed negotiations will be reported to the OCWIB. Any Partner Agency refusing to sign an MOU may not be represented on the local OCWIB. Alternative representative(s) must be sought, representing the required Partner or funding stream. If agreement cannot be reached, an explanation as to pending solutions may be stated.

In the event that an impasse should arise between the Partner and the OCWIB regarding the terms and conditions, or the performance or administration of this Agreement, the following procedure will be initiated: (1) the OCWIB and the Partner will document the negotiations and efforts that have taken place to resolve the issue. (2) The OCWIB Chairperson or designee will meet with the local elected official(s) and/or the Partner(s) and/or the One-Stop operator to resolve the issue. (3) If an agreement cannot be reached, the OCWIB and Partner shall request assistance from a State agency responsible for administering the Partner program, the Governor, State Board or other appropriate parties.

XIV. Indemnification and Liability

Partner shall indemnify, hold harmless and defend County, its Board of Supervisors, its officers, agents, employees and the Orange County Workforce Investment Board, from any and all claims, demands, loss, liability, injury, death, suits or judgments arising out of or alleged to arise out of or in consequence of Partner's performance of this Agreement, or any act or omission of Partner, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by Partner in violation of Federal, State or

County requirements or of this Agreement, or any negligent or intentional acts or omissions of Partner, its officers, agents or employees which injure or damage any participants or other third parties, including County personnel or representatives. Partner shall forthwith remit all sums due County, along with the legal rate of interest, pursuant to this paragraph.

XV. Non-Discrimination

1. Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical conditions, age, or marital status. Parties shall comply with the provisions of Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations. Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement. Parties to this MOU shall include non-discrimination and compliance provisions of this clause in all related subcontracts or financial agreements.
2. Americans with Disabilities Act (ADA) - Parties assure compliance with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

XVI. Day-to-day Operations

1. Parties to the MOU recognize that Partner Agencies have practices and philosophies that differ. These include but are not limited to:
 - ♦ Differing salary scales for similar positions
 - ♦ Functions for similar classifications between agencies which may differ
 - ♦ Off-site supervisors vs. site supervisors at the One-Stop Centers
 - ♦ Union vs. Non-union employees in similar classifications at sites
 - ♦ Hours of operation, including possible evening and week-end hours, flex time and strategizing supervision
 - ♦ Sharing of space, equipment, information and materials
 - ♦ Sharing of greeter/customer service representative
 - ♦ Attendance and staffing at meetings with appropriate level of personnel
 - ♦ Varied legal holiday schedules
 - ♦ Employee's safety and security in the workplace
2. Parties to the MOU agree to work out in advance arrangements for supervision, addressing at a minimum the above issues, and modifying said practices over time in accordance with new or changing requirements.

XVII. Marketing

Partner agrees to collaborate with Partner Agencies on a marketing strategy informing job seekers, employed individuals, employers, and the community at large about the services available through the One-Stop System.

1. The following resources may enhance joint marketing efforts:

- ◆ Web site development
- ◆ Public education/information
- ◆ Speaker's bureau
- ◆ One-Stop brochures/flyers
- ◆ Commercial air time
- ◆ Media Coverage
- ◆ Public television or radio

Other(s) (describe): _____

XVIII. Modification Process

Parties to this agreement may request a modification to this agreement. Such requests should be in writing. Any modification request must be considered in light of the effect the modification has on the MOU Agreements between the County and the other Partner Agencies. Modifications must be agreed to by the parties. Modifications to this Agreement must be in writing, signed and dated, and entered into with the same degree of formality as that required for entry into the original agreement.

XIX. Unenforceable Provisions

If any provision of this MOU agreement is found to be invalid, the remainder of the MOU agreement shall not be affected.

XX. Duration of the MOU

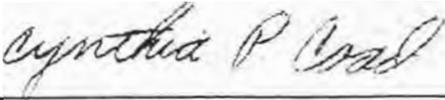
The term of this MOU shall commence on July 1, 2000, and shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), otherwise by action of law, or in accordance with this section.

XXI. Termination

The agreement may be terminated by either of the parties upon 30 days written notice to the other parties with cause or upon 90 days of written notice to the other parties without cause.

IN WITNESS HEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

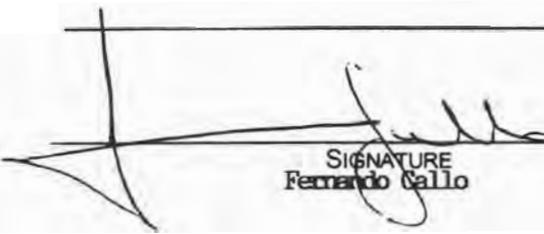
Chief Elected Official(s) – ORANGE COUNTY BOARD OF SUPERVISORS:

	Chairman	4-24-01
SIGNATURE	TITLE	DATE

Orange County Workforce Investment Board Chair:

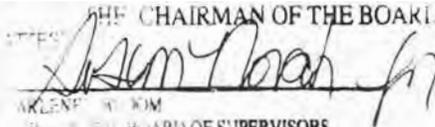
	Chairman	4/3/01
SIGNATURE	TITLE	DATE
David Shiffman		

Other Parties to the Agreement – Agency: CENTER FOR EMPLOYMENT TRAINING (CET)

	Director	11/30/00
SIGNATURE	TITLE	DATE
Fernando Gallo		



SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD:

ATTEST: 

ARLENE ROBINSON
CLERK OF THE BOARD OF SUPERVISORS
ORANGE COUNTY, CALIFORNIA

APPROVED AS TO FORM
Laurence M. Watson, County Counsel
ORANGE COUNTY, CALIFORNIA
By  Deputy
Date: 2-21-01

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE
IN PARTNERSHIP WITH THE
ORANGE COUNTY WORKFORCE INVESTMENT BOARD
AND
COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY

9 This Memorandum of Understanding (MOU) is entered into on this 1 st day of October, 2006
10 in accordance with Section 121(c) of the Workforce Investment Act of 1998, and the laws of
11 the State of California by and between the COUNTY OF ORANGE (hereinafter referred to as
12 "County"), in partnership with the ORANGE COUNTY WORKFORCE INVESTMENT BOARD
13 (hereinafter referred to as "OCWIB") and the Community Action Partnership of Orange County
14 (hereinafter referred to as "CAPOC" to begin on the 1st day of October, 2006 and to
15 terminate in accordance with the termination provisions provided for herein.

16
17 **I. Purpose of the Workforce Investment Act of 1998**

18 The purpose of the Workforce Investment Act of 1998 (hereinafter referred to as "WIA") is
19 to provide workforce investment activities that increase the employment, retention and
20 earnings of participants, and to increase the occupational skill attainment by participants,
21 which will improve the quality of the workforce, reduce welfare dependency and enhance
22 the productivity and competitiveness of the Nation's economy. These goals are achieved
23 through the Workforce Investment System.

24
25 **II. Relationship between the County and the OCWIB**

26 WIA authorizes the appointment of local Workforce Investment Boards whose members
27 are selected by the County in workforce regions designated by the Governor of the State
28 of California. Accordingly, the County has appointed members of the OCWIB for the
Orange County Workforce Investment Area. Responsibility for the success of the
Workforce System rests with a partnership between the OCWIB and the Orange County
Board of Supervisors.

1
2 **III. One-Stop System**

3 Through the collaborative efforts of Federal, State, County, local agencies and business,
4 the Orange County One-Stop Comprehensive Career Centers and One-Stop Satellites
5 (hereinafter referred to as "One-Stop(s)") were designed to provide a coordinated,
6 integrated, customer-friendly, locally driven Workforce Development System. This System
7 will offer all qualified job seekers the opportunity to maximize their employment potential.
8 The One-Stops will offer a variety of information and training services based on individual
9 needs. Employers will be provided access to workers who will support economic
10 development within Orange County.

11 Under Section 121(b), one or more One-Stop Center Operators (hereinafter referred to
12 as "Operator") must be designated by the Local Workforce Investment Board (OCWIB) to
13 operate their respective One-Stop(s) within their Workforce Area. Furthermore, each
14 One-Stop must have certain partners (hereinafter referred to as "Partners") who must
15 provide mandated programs. These mandated programs include:

- 16 1. Veterans Employment and Training Programs
 - 17 2. Migrant and Seasonal Farmworker Programs
 - 18 3. Indian and Native American Programs
 - 19 4. Adult Education and Literacy Programs
 - 20 5. Postsecondary Vocational Education Programs
 - 21 6. Vocational Rehabilitation
 - 22 7. Community Services Block Grant
 - 23 8. Unemployment Insurance
 - 24 9. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance
 - 25 10. Welfare to Work Programs
 - 26 11. Title V Programs under the Older Americans Act
- 27
28

1
2 **IV. Purpose of Memorandum of Understanding (MOU)**

3 This MOU is an agreement developed and executed between the County, in partnership
4 with the OCWIB, and CAPOC, and is a commitment to the success of the operation of the
5 One-Stop(s) within the County of Orange for the benefit of the County's citizens. This
6 MOU establishes the broad framework in which One-Stop services will be provided.

7 **V. Common Vision and Mission Statement**

8 The OCWIB's vision is to be Orange County's resource for community investment
9 products and services. The OCWIB's mission is to respond to the needs of businesses,
10 job seekers and students through an integrated Workforce Development System.
11 CAPOC commits to work on a common vision/mission for the One-Stop(s).

12 **VI. Services to be Provided to the Community**

13
14 CAPOC agrees that universal access is a critical One-Stop provision and agrees to work
15 with other Partners to adopt policies at the One-Stop(s) that ensure access for all
16 customers including those with special needs, such as A) literacy deficits; B) physical or
17 mental disabilities; C) limited English speakers; and D) others with economic or
18 geographical barriers to service or employment.

19
20 **A. Core Services**

21 Under WIA Section 121(b)(1)(A), all Partners must make available to participants those
22 Core Services that are applicable to their program. These Core Services, as defined in
23 WIA Section 134(d)(2), must be universally available to all job seekers. They may
24 include, but are not limited to:

- 25 1. Determination of individual eligibility for services;
26 2. Outreach, intake (including worker profiling) and orientation to the information and
27 other services available through the One-Stop(s);
28 3. Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;

- 1 5. Provision of employment information and labor market information such as job
2 vacancy listings, job skills necessary to obtain jobs, local in demand occupations,
3 earnings and skill requirements;
- 4 6. Provision of performance information and program cost information on eligible
5 providers of training services;
- 6 7. Provision of information regarding local area performance pursuant to the local
7 performance measures;
- 8 8. Provision of information relating to the availability of supportive services in the local
9 area;
- 10 9. Provision of information regarding the filing of claims for unemployment
11 compensation.
- 12 10. Assistance in establishing eligibility for welfare-to-work activities and programs of
13 financial aid assistance for training and education programs;
- 14 11. Follow-up services for registered participants for not less than 12 months; and
- 15 12. Any other core services as determined by new legislation or policy action by the
16 OCWIB.

17 **B. Intensive Services**

18 All Partners agree to provide those intensive services that are applicable to their
19 program, as defined in WIA Section 134(d)(3)(c), to an individual who is determined by
20 the Operator to be eligible for such services because the individual is:

- 21 1) unemployed and unable to obtain employment through core services;
- 22 2) in need of intensive services to obtain employment; or
- 23 3) employed but in need of intensive services to obtain or retain employment
24 that allows for self sufficiency.

25 These Intensive Services may include, but are not limited to:

- 26
- 27 1. Comprehensive and specialized assessments of client skill levels;
- 28 2. Development of an individual employment plan to identify the employment goals,
achievement objectives, and combinations of services;
3. Group and individual counseling and career planning;

- 1
- 2 4. Case management for individuals enrolled in training;
- 3 5. Prevocational services, including development of learning skills, communication
- 4 skills, interviewing skills, punctuality, personal maintenance skills, and professional
- 5 conduct, to prepare individuals for unsubsidized employment or training; and
- 6 6. Any other intensive services as determined by new legislation or policy action by the
- 7 OCWIB.

8 **C. Training Services**

9 All Partners agree to provide those training services that are applicable to their program,
10 as defined in WIA Section 134(d)(4)(D), to an individual who has been determined by the
11 Operator to be eligible for intensive services and:
12

- 13 a) is unable to obtain employment;
- 14 b) is in need of training services and who has the skills and qualifications to successfully
- 15 participate in a training program;
- 16 c) who selects an approved training program that is directly linked to employment
- 17 opportunities in the local area or in an area to which the individual is willing to relocate;
- 18 d) is not qualified for federal grant assistance programs; and
- 19 e) meets applicable local priority criteria for training services.

20 These Training services may include, but are not limited to:

- 21 1. Occupational skills training, including training for nontraditional employment;
- 22 2. On-the-job training;
- 23 3. Programs that combine workplace training with related instruction which may
- 24 include cooperative education;
- 25 4. Training programs operated by the private sector;
- 26 5. Skill upgrading and retraining;
- 27 6. Entrepreneurial training;
- 28 7. Job readiness training;
8. Adult education and literacy activities provided in combination with services
described in items 1-7 above;

- 1 9. Customized training conducted with a commitment by an employer or group of
2 employers to employ an individual upon successful completion of the training; and
- 3 10. Other training services as determined by new legislation, policy action by the
4 OCWIB or a Partner's governing legislation.

5 A formal Operating Agreement between the Operator and [Partner Agency] will be executed
6 separately. This document, "One Stop Operating Agreement Pursuant to the Workforce
7 Investment Act of 1998", defines the manner in which [Partner Agency] will participate in the
8 One-Stop(s). The Operating Agreement includes the Definitions of Program Design as well
9 as the specific Scope of Services to be provided by the Operator and each Partner.

10 11 **VII. Referral Process**

12 CAPOC agrees to work with all other Partners to jointly develop implementation
13 processes acceptable to all for common intake and referral. All Partners agree to cross
14 train staff on the services of each of the other participating Partners and the spectrum
15 of related services available through their respective agencies. A mutually acceptable
16 referral process shall be adopted by the Operator and Partner with the commitment to
17 periodically evaluate the process and modify it accordingly as needed. The process
18 and referral methodologies are as follows:

- 19 1. Partner agrees to familiarize themselves with the requirements for participation in the
20 programs operated with the various funding streams available to each of the other
21 Partners participating in the One-Stop(s).
- 22 2. To the greatest extent possible, Partner agrees to develop an electronic summary of
23 their program requirements that can be accessed by the other Partners in the One-
24 Stop(s).
- 25 3. To the greatest extent possible, Partner agrees to utilize common intake forms.
- 26 4. Partner agrees to provide reciprocal feedback to the other Partners at the One-
27 Stop(s) regarding service provision.

1
2 **VIII. Customer Service**

3 Employees will be provided with a professional working environment with the
4 appropriate tools needed to achieve the desired positive outcomes for their customers.

5 A professional code of ethics will be created and agreed to by all Partners of the One-
6 Stop(s) consistent with CAPOC's existing policies, procedures and regulations. All
7 Partners will demonstrate that they are a customer driven organization by adhering to
8 the following elements:

- 9
- 10 1. Service to customers will be prompt and courteous.
 - 11 2. Staff will encourage customer choice among program options to assist individuals
12 in meeting their career goals.
 - 13 3. Staff will actively listen to what customers have to say.
 - 14 4. Staff will build positive relationships with their customers through focusing on
15 accessibility and management of complaints.

16 **IX. Performance Goals and Standards**

17 CAPOC agrees to participate with the other Partners at the One-Stop(s) in developing a
18 process for analyzing customer satisfaction. Specifically:

- 19
- 20 1. Each Partner commits to customer satisfaction improvement strategies.
 - 21 2. A "Participant Satisfaction Survey" will be made available to all users of the One-
22 Stop(s). Completed surveys will be analyzed within 10 days of receipt, maintaining
23 confidentiality at all times.
 - 24 3. Surveys that recommend change or improvement will be sent to the corresponding
25 Partner for their consideration; if warranted, they will take appropriate action in
26 accordance with their own guidelines, policies, and operating procedures.
 - 27 4. All survey results shall be forwarded to OCWIB staff.
- 28

1 **X. System Operating Expenses**

2 As outlined in 20 CFR Part 662.270, each Partner must contribute a fair share of the
3 operating costs of the One-Stop Delivery System proportionate to the use of the System
4 by individuals attributable to the Partner's programs.

5 1. CAPOC agrees to share in the operating costs of those One-Stop(s) in which
6 their staff is co-located. Partners co-located are required to either pay cash or provide
7 in-kind services equal to or greater than the amount of their assessed usage fee.
8 Allocation and payment of these costs that are attributable to the Partner will be
9 addressed in separate Cost Sharing Agreements between the Operator and the Partner.
10 These expenses may include, but are not limited to, rent for dedicated space, rent for
11 common space, shared staff (*i.e.* receptionist), facility costs, equipment and supplies.

12 2. The Operator will ensure that the shared costs are supported by accurate data, the
13 shared costs are consistently applied over time, and the methodology used in
14 determining the shared costs are reflected in the Cost Sharing Agreements. All Cost
15 Sharing Agreements will be updated and revised on an annual basis. These
16 Agreements will be executed separately for each One-Stop.

17
18 **XI. Accessing and Sharing Data**

19 The WIA emphasizes technology as a critical tool in making possible all aspects of
20 information exchange including client tracking, common case management, reporting
21 and data collection. Therefore, CAPOC will:

- 22 1. Agree to the principles of common reporting and shared information through electronic
23 mechanisms including shared technology.
24 2. Commit to share information to the greatest extent allowable under their
25 governing legislation and confidentiality requirements.
26 3. Commit to participating on an interagency team to address issues surrounding
27 the sharing of information and technology.
28

1 **XII. System Security and Confidentiality.**

2 When an individual applies for or receives services from CAPOC, through the One-
3 Stop(s), all information regarding such application for or receipt of Partner's services
4 shall be confidential information subject to the provisions of 34 CFR Part 361.38 and
5 Title 9 California Code of Regulation, Sections 7140-7143.5.

6 Therefore, CAPOC agrees to the following:

- 7 1. To comply with provisions of the Workforce Investment Act and applicable sections
8 of the Welfare and Institutes Code, the California Education Code, the
9 Rehabilitation Act, and/or any other appropriate statutes or requirements.
- 10 2. System security provisions shall be agreed upon by all Partners and recorded in an
11 Information Security and Access Agreement to be signed by the staff using the
12 system.
- 13 3. All records of the One-Stop(s) or Partners, including but not limited to applications,
14 eligibility and referral records, or any other individual records related to services
15 provided under this MOU, shall be maintained in the strictest confidence, and shall
16 be used solely for purposes directly related to determining eligibility or delivery of
17 services to such individuals and not open to examination for any purpose not
18 directly connected with the delivery of such services.
- 19 4. No person shall publish or disclose, use, or permit, cause to be published, disclosed
20 or used, any confidential information pertaining to One-Stop applicants or customers;
21 nor shall referenced confidential information be disclosed absent a court order or a
22 written authorization from the applicant or customer.
- 23 5. All Partners agree to share client information that is necessary for the provision of
24 services under WIA, i.e.: intake; assessment; program or training referral; job
25 development or placement activities; and other services as needed for employment
26 or program support purposes.

27
28 **XIII. Grievance Procedures**

The OCWIB is required to establish and maintain a procedure for grievances and
complaints as outlined in 20 CFR Part 667.600. The process for handling grievances

1 and complaints is applicable to both participants as well as Partners. Every effort will be
2 made to preserve confidentiality as grievances are fairly and equitably considered. The
3 procedures will allow the individual or entity filing the complaint to exhaust every
4 administrative level possible in receiving a fair and complete hearing of their grievance, up
5 to the level of appeal to the State Workforce Investment Board and ultimately to the
6 Secretary of the Department of Labor.

7 The County in partnership with the OCWIB and CAPOC agree to communicate openly and
8 directly to resolve any problems or disputes related to the provisions of services in a
9 cooperative manner and at the lowest level of intervention possible.
10

11 **XIV. Non-Discrimination**

- 12 1. California Fair Employment and Housing Act (Government Code Title 2, Division 3,
13 Part 2.8) - Parties to this MOU shall protect and safeguard the right and opportunity
14 of all persons to seek, obtain, and hold employment without discrimination or
15 abridgment on account of race, religious creed, color, ancestry, national origin,
16 physical disability, mental disability, medical condition, age, marital status, sex, or
17 sexual orientation.
- 18 2. Americans with Disabilities Act of 1990 (ADA) – Parties to this MOU shall assure their
19 own compliance with Title I of the ADA which prohibits discrimination against qualified
20 individuals with disabilities in job application procedures, hiring, firing, advancement,
21 compensation, job training, and other terms, conditions and privileges of employment.
- 22 3. Parties to this MOU shall include non-discrimination and compliance provisions of
23 these clauses in all related subcontracts and agreements.
24

25 **XV. Administrative and Operations Management**

- 26 1. It is understood that CAPOC and its staff are subject to existing personnel policies,
27 procedures, regulations and statutes as well as applicable collective bargaining
28 agreements. OCWIB will assure that the Operator will work with CAPOC in
developing and implementing policies and procedures for the One-Stop(s), in order
to avoid inconsistencies with CAPOC's existing policies, procedures, regulations

1 and collective bargaining agreements.

- 2 2. A separate document, "One-Stop Operating Agreement Pursuant to the Workforce
3 Investment Act of 1998", will be executed between the Operator and CAPOC. This
4 agreement will define the manner in which the Partners will participate in the One-
5 Stop(s). This will include, at a minimum, arrangements for supervision, scheduled
6 hours of operation, procedures for referral, resource sharing, definitions of program
7 design, scope of services, capacity building and dispute resolution.

8
9 **XVI. Marketing**

10 CAPOC agrees to collaborate, to the extent allowable by their applicable laws,
11 regulations and policies, with other Partners on a marketing strategy informing job
12 seekers, employed individuals, employers, and the community at large about the
13 services available through the One-Stop(s). Resources available to enhance joint
14 marketing efforts might include web site development, public education/information,
15 speaker's bureau, One-Stop brochures/flyers, media coverage and/or public television
16 or radio.

17
18 **XVII. Modification Process**

19 Any Party to this MOU may request a modification to this MOU. Such requests must
20 be in writing and must be agreed to by all Parties. Modifications to this MOU must be
21 in writing, signed and dated, and entered into with the same degree of formality as that
22 required for entry into the original MOU. If any provision of this MOU is found to be
23 invalid, the remainder of the MOU shall not be affected.

24
25 **XVIII. Duration of the MOU**

26 The term of this MOU shall commence on October 1, 2006, and shall remain in
27 effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA).

1 **IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms
2 and conditions contained herein and have duly authorized and caused this MOU to be executed as of
3 the date stated below written. There are no oral understandings of the Parties or terms and conditions
4 other than as are stated herein.

5 **CAPOC/COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY***

6 Dated: 8/30/06 By: Clarence W Ray

7 Title: Clarence W. Ray, Executive Director

8
9 Dated: 8/30/06 By: Malcolm Brown

10
11 Title: Malcolm Brown, Chief Financial Officer

12 * For Partner Agencies that are **corporations**, Cal. Corporations Code sec. 313 signature requirements are as follows:
13 1) One signature by the Chairman of the Board, the President or any Vice President, and 2) One signature by the Secretary,
14 any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
15 For Partner Agencies that are **not corporations**, the person who has authority to bind the Contractor/Vendor to a contract
16 must sign on one of the lines above.

17 **ORANGE COUNTY WORKFORCE INVESTMENT BOARD**

18
19 Dated: _____ By: Rexha Yap

20 Title: Chairman

21 "COUNTY OF ORANGE a political subdivision of the
22 State of California"

23 Dated: 9/27/06 By: Bill Campbell

24 Chair, Orange County
25 Board of Supervisors

26 SIGNED AND CERTIFIED THAT A COPY OF THIS
27 AGREEMENT HAS BEEN DELIVERED TO THE
28 CHAIRMAN OF THE BOARD

29 Dated: 9/27/06 By: Parlene J. Bloom



30 Clerk of the Board of Supervisors
31 Orange County, California

32 APPROVED AS TO FORM:
33 COUNTY COUNSEL

34 Dated: 9.7.06 By: Ryan Jensen
35 Deputy

III. One-Stop System

Through the collaborative efforts of Federal, State, County, local agencies and business, the Orange County One-Stop Comprehensive Career Centers and One-Stop Satellites (hereinafter referred to as "One-Stop(s)") were designed to provide a coordinated, integrated, customer-friendly, locally driven Workforce Development System. This System will offer all qualified job seekers the opportunity to maximize their employment potential. The One-Stops will offer a variety of information and training services based on individual needs. Employers will be provided access to workers who will support economic development within Orange County.

Under Section 121(b), one or more One-Stop Center Operators (hereinafter referred to as "Operator") must be designated by the Local Workforce Investment Board (OCWIB) to operate their respective One-Stop(s) within their Workforce Area. Furthermore, each One-Stop must have certain partners (hereinafter referred to as "Partners") who must provide mandated programs. These mandated programs include:

1. Veterans Employment and Training Programs
2. Migrant and Seasonal Farmworker Programs
3. Indian and Native American Programs
4. Adult Education and Literacy Programs
5. Postsecondary Vocational Education Programs
6. Vocational Rehabilitation
7. Community Services Block Grant
8. Unemployment Insurance
9. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance
10. Welfare to Work Programs
11. Title V Programs under the Older Americans Act
12. Youth Programs
13. Small Business Development Centers

IV. Purpose of Memorandum of Understanding (MOU)

This MOU is an agreement developed and executed between the County, in partnership with the OCWIB, and DOR, and is a commitment to the success of the operation of the One-Stop(s) within the County of Orange for the benefit of the County's citizens. This MOU establishes the broad framework in which One-Stop services will be provided.

V. Common Vision and Mission Statement

The OCWIB's vision is to be Orange County's resource for community investment products and services. The OCWIB's mission is to respond to the needs of businesses, job seekers and students through an integrated Workforce Development System. DOR commits to work on a common vision/mission for the One-Stop(s).

VI. Services to be Provided to the Community

DOR agrees that universal access is a critical One-Stop provision and agrees to work with other Partners to adopt policies at the One-Stop(s) that ensure access for all customers including those with special needs, such as A) literacy deficits; B) physical or mental disabilities; C) limited English speakers; and D) others with economic or geographical barriers to service or employment.

A. Core Services

Under WIA Section 121(b)(1)(A), all Partners must make available to participants those Core Services that are applicable to their program. These Core Services, as defined in WIA Section 134(d)(2), must be universally available to all job seekers. They may include, but are not limited to:

1. Determination of individual eligibility for services;
2. Outreach, intake (including worker profiling) and orientation to the information and other services available through the One-Stop(s);
3. Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
4. Job search and placement assistance, and career counseling where appropriate;

- 1 5. Provision of employment information and labor market information such as job
2 vacancy listings, job skills necessary to obtain jobs, local in demand occupations,
3 earnings and skill requirements;
- 4 6. Provision of performance information and program cost information on eligible
5 providers of training services;
- 6 7. Provision of information regarding local area performance pursuant to the local
7 performance measures;
- 8 8. Provision of information relating to the availability of supportive services in the local
9 area;
- 10 9. Provision of information regarding the filing of claims for unemployment
11 compensation.
- 12 10. Assistance in establishing eligibility for welfare-to-work activities and programs of
13 financial aid assistance for training and education programs;
- 14 11. Follow-up services for registered participants for not less than 12 months; and
- 15 12. Any other core services as determined by new legislation or policy action by the
16 OCWIB.

17 **B. Intensive Services**

18 All Partners agree to provide those intensive services that are applicable to their
19 program, as defined in WIA Section 134(d)(3)(c), to an individual who is determined by
20 the Operator to be eligible for such services because the individual is:

- 21 1) unemployed and unable to obtain employment through core services;
- 22 2) in need of intensive services to obtain employment; or
- 23 3) employed but in need of intensive services to obtain or retain employment
24 that allows for self sufficiency.

25 These Intensive Services may include, but are not limited to:

- 26 1. Comprehensive and specialized assessments of client skill levels;
- 27 2. Development of an individual employment plan to identify the employment goals,
28 achievement objectives, and combinations of services;
3. Group and individual counseling and career planning;

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- 2 4. Case management for individuals enrolled in training;
- 3 5. Prevocational services, including development of learning skills, communication
- 4 skills, interviewing skills, punctuality, personal maintenance skills, and professional
- 5 conduct, to prepare individuals for unsubsidized employment or training; and
- 6 6. Any other intensive services as determined by new legislation or policy action by the
- 7 OCWIB.

8 **C. Training Services**

9 All Partners agree to provide those training services that are applicable to their program,
10 as defined in WIA Section 134(d)(4)(D), to an individual who has been determined by the
11 Operator to be eligible for intensive services and:

- 12 a) is unable to obtain employment;
- 13 b) is in need of training services and who has the skills and qualifications to successfully
- 14 participate in a training program;
- 15 c) who selects an approved training program that is directly linked to employment
- 16 opportunities in the local area or in an area to which the individual is willing to relocate;
- 17 d) is not qualified for federal grant assistance programs; and
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19
20 These Training services may include, but are not limited to:

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- 24 include cooperative education;
- 25 4. Training programs operated by the private sector;
- 26 5. Skill upgrading and retraining;
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- 28 7. Job readiness training;
8. Adult education and literacy activities provided in combination with services
described in items 1-7 above;

- 9. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training; and
- 10. Other training services as determined by new legislation, policy action by the OCWIB or a Partner's governing legislation.

VII. Referral Process

DOR agrees to work with all other Partners to jointly develop implementation processes acceptable to all for common intake and referral. All Partners agree to cross train staff on the services of each of the other participating Partners and the spectrum of related services available through their respective agencies. A mutually acceptable referral process shall be adopted by the Operator and Partner with the commitment to periodically evaluate the process and modify it accordingly as needed. The process and referral methodologies are as follows:

- 1. Partner agrees to familiarize themselves with the requirements for participation in the programs operated with the various funding streams available to each of the other Partners participating in the One-Stop(s).
- 2. To the greatest extent possible, Partner agrees to develop an electronic summary of their program requirements that can be accessed by the other Partners in the One-Stop(s).
- 3. To the greatest extent possible, Partner agrees to utilize common intake forms.
- 4. Partner agrees to provide reciprocal feedback to the other Partners at the One-Stop(s) regarding service provision.

VIII. Customer Service

Employees will be provided with a professional working environment with the appropriate tools needed to achieve the desired positive outcomes for their customers. A professional code of ethics will be created and agreed to by all Partners of the One-Stop(s) consistent with DOR's existing policies, procedures and regulations. All Partners will demonstrate that they are a customer driven organization by adhering to the following elements:

- 1 1. Service to customers will be prompt and courteous.
- 2 2. Staff will encourage customer choice among program options to assist individuals
- 3 in meeting their career goals.
- 4 3. Staff will actively listen to what customers have to say.
- 5 4. Staff will build positive relationships with their customers through focusing on
- 6 accessibility and management of complaints.
- 7

8 **IX. Performance Goals and Standards**

9 DOR agrees to participate with the other Partners at the One-Stop(s) in developing a
10 process for analyzing customer satisfaction. Specifically:

- 11 1. Each Partner commits to customer satisfaction improvement strategies.
- 12 2. A "Participant Satisfaction Survey" will be made available to all users of the One-
- 13 Stop(s). Completed surveys will be analyzed within 10 days of receipt, maintaining
- 14 confidentiality at all times.
- 15 3. Surveys that recommend change or improvement will be sent to the corresponding
- 16 Partner for their consideration; if warranted, they will take appropriate action in
- 17 accordance with their own guidelines, policies, and operating procedures.
- 18 4. All survey results shall be forwarded to OCWIB staff.
- 19

20 **X. System Operating Expenses**

21 As outlined in 20 CFR Part 662.270, each Partner must contribute a fair share of the
22 operating costs of the One-Stop Delivery System proportionate to the use of the System
23 by individuals attributable to the Partner's programs.

- 24 1. DOR agrees to share in the operating costs of those One-Stop(s) in which their
25 staff is co-located. Partners co-located are required to either pay cash or provide in-kind
26 services equal to or greater than the amount of their assessed usage fee. Allocation and
27 payment of these costs that are attributable to the Partner will be addressed in separate
28 Cost Sharing Agreements between the Operator and the Partner. These expenses may
include, but are not limited to, rent for dedicated space, rent for common space, shared
staff (*i.e.* receptionist), facility costs, equipment and supplies.

1 2. The Operator will ensure that the shared costs are supported by accurate data, the
2 shared costs are consistently applied over time, and the methodology used in
3 determining the shared costs are reflected in the Cost Sharing Agreements. All Cost
4 Sharing Agreements will be updated and revised on an annual basis. These
5 Agreements will be executed separately for each One-Stop.

6 7 **XI. Accessing and Sharing Data**

8 The WIA emphasizes technology as a critical tool in making possible all aspects of
9 information exchange including client tracking, common case management, reporting
10 and data collection. Therefore, DOR will:

- 11 1. Agree to the principles of common reporting and shared information through electronic
12 mechanisms including shared technology.
- 13 2. Commit to share information to the greatest extent allowable under their
14 governing legislation and confidentiality requirements.
- 15 3. Commit to participating on an interagency team to address issues surrounding
16 the sharing of information and technology.

17 18 **XII. System Security and Confidentiality.**

19 When an individual applies for or receives services from DOR, through the One-
20 Stop(s), all information regarding such application for or receipt of Partner's services
21 shall be confidential information subject to the provisions of 34 CFR Part 361.38 and
22 Title 9 California Code of Regulation, Sections 7140-7143.5.

23 Therefore, DOR agrees to the following:

- 24 1. To comply with provisions of the Workforce Investment Act and applicable sections
25 of the Welfare and Institutions Code, the California Education Code, the
26 Rehabilitation Act, and/or any other appropriate statutes or requirements.
- 27 2. System security provisions shall be agreed upon by all Partners and recorded in an
28 Information Security and Access Agreement to be signed by the staff using the
system.
3. All records of the One-Stop(s) or Partners, including but not limited to applications,

1 eligibility and referral records, or any other individual records related to services
2 provided under this MOU, shall be maintained in the strictest confidence, and shall
3 be used solely for purposes directly related to determining eligibility or delivery of
4 services to such individuals and not open to examination for any purpose not
5 directly connected with the delivery of such services.

- 6 4. No person shall publish or disclose, use, or permit, cause to be published, disclosed
7 or used, any confidential information pertaining to One-Stop applicants or customers;
8 nor shall referenced confidential information be disclosed absent a court order or a
9 written authorization from the applicant or customer.
- 10 5. All Partners agree to share client information that is necessary for the provision of
11 services under WIA, i.e.: intake; assessment; program or training referral; job
12 development or placement activities; and other services as needed for employment
13 or program support purposes.

14 15 **XIII. Grievance Procedures**

16 The OCWIB is required to establish and maintain a procedure for grievances and
17 complaints as outlined in 20 CFR Part 667.600. The process for handling grievances and
18 complaints is applicable to both participants as well as Partners. Every effort will be made
19 to preserve confidentiality as grievances are fairly and equitably considered. The
20 procedures will allow the individual or entity filing the complaint to exhaust every
21 administrative level possible in receiving a fair and complete hearing of their grievance, up
22 to the level of appeal to the State Workforce Investment Board and ultimately to the
23 Secretary of the Department of Labor.

24 The County in partnership with the OCWIB and DOR agree to communicate openly and
25 directly to resolve any problems or disputes related to the provisions of services in a
26 cooperative manner and at the lowest level of intervention possible.

27 28 **XIV. Non-Discrimination**

1. California Fair Employment and Housing Act (Government Code Title 2, Division 3,
Part 2.8) - Parties to this MOU shall protect and safeguard the right and opportunity

of all persons to seek, obtain, and hold employment without discrimination or abridgment on account of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, age, marital status, sex, or sexual orientation.

- 2. Americans with Disabilities Act of 1990 (ADA) – Parties to this MOU shall assure their own compliance with Title I of the ADA which prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions and privileges of employment.
- 3. Parties to this MOU shall include non-discrimination and compliance provisions of these clauses in all related subcontracts and agreements.

XV. Administrative and Operations Management

- 1. It is understood that DOR and its staff are subject to existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. OCWIB will assure that the Operator will work with DOR in developing and implementing policies and procedures for the One-Stop(s), in order to avoid inconsistencies with DOR’s existing policies, procedures, regulations and collective bargaining agreements.
- 2. A separate document, “One-Stop Operating Agreement Pursuant to the Workforce Investment Act of 1998”, will be executed between the Operator and DOR. This agreement will define the manner in which the Partners will participate in the One-Stop(s). This will include, at a minimum, arrangements for supervision, scheduled hours of operation, procedures for referral, resource sharing, definitions of program design, scope of services, capacity building and dispute resolution.

XVI. Marketing

DOR agrees to collaborate, to the extent allowable by their applicable laws, regulations and policies, with other Partners on a marketing strategy informing job seekers, employed individuals, employers, and the community at large about the

1 services available through the One-Stop(s). Resources available to enhance joint
2 marketing efforts might include website development, public education/information,
3 speaker's bureau, One-Stop brochures/flyers, media coverage and/or public television
4 or radio.

5
6 **XVII. Modification Process**

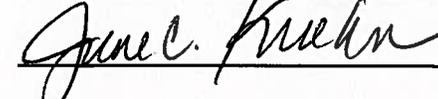
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8 be in writing and must be agreed to by all Parties. Modifications to this MOU must be
9 in writing, signed and dated, and entered into with the same degree of formality as that
10 required for entry into the original MOU. If any provision of this MOU is found to be
11 invalid, the remainder of the MOU shall not be affected.

12
13 **XVIII. Duration of the MOU**

14 The term of this MOU shall commence on July 1, 2013, and shall remain in effect
15 until June 30, 2016.

1 **IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms
2 and conditions contained herein and have duly authorized and caused this MOU to be executed as of
3 the date stated below written. There are no oral understandings of the Parties or terms and conditions
4 other than as are stated herein.

DEPARTMENT OF REHABILITATION*

6 Dated: 4/24/2013 By: 

8 Title: District Administrator

10 Dated: _____ By: _____

11 Title: _____

12 * For Partner Agencies that are **corporations**, Cal. Corporations Code sec. 313 signature requirements are as follows:
13 1) One signature by the Chairman of the Board, the President or any Vice President, and 2) One signature by the Secretary,
any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
14 For Partner Agencies that are **not corporations**, the person who has authority to bind the Contractor/Vendor to a contract
must sign on one of the lines above.

ORANGE COUNTY WORKFORCE INVESTMENT BOARD

16 Dated: _____ By: 

18 Title: Bob Bunyan, Chair

"COUNTY OF ORANGE a political subdivision of the State of California"

21 Dated: _____ By: _____

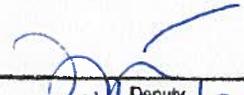
Chair, Orange County Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

26 Dated: _____ By: _____

Susan Novak
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

28 By: 
Date: 4/23/2013

1. **MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE COUNTY OF ORANGE**
4 **IN PARTNERSHIP WITH THE**
5 **ORANGE COUNTY WORKFORCE INVESTMENT BOARD**
6 **AND**
7 **EMPLOYMENT DEVELOPMENT DEPARTMENT (EDD)**
8

9 This Memorandum of Understanding (MOU) is entered into on this 1st day of December,
10 2006 in accordance with Section 121(c) of the Workforce Investment Act of 1998, and the laws
11 of the State of California by and between the COUNTY OF ORANGE (hereinafter referred to
12 as "County"), in partnership with the ORANGE COUNTY WORKFORCE INVESTMENT
13 BOARD (hereinafter referred to as "OCWIB") and EDD to begin on the 1st day of December,
14 2006 and to terminate in accordance with the termination provisions provided for herein.
15

16 **I. Purpose of the Workforce Investment Act of 1998**

17 The purpose of the Workforce Investment Act of 1998 (hereinafter referred to as "WIA") is
18 to provide workforce investment activities that increase the employment, retention and
19 earnings of participants, and to increase the occupational skill attainment by participants,
20 which will improve the quality of the workforce, reduce welfare dependency and enhance
21 the productivity and competitiveness of the Nation's economy. These goals are achieved
22 through the Workforce Investment System.
23

24 **II. Relationship between the County and the OCWIB**

25 WIA authorizes the appointment of local Workforce Investment Boards whose members
26 are selected by the County in workforce regions designated by the Governor of the State
27 of California. Accordingly, the County has appointed members of the OCWIB for the
28 Orange County Workforce Investment Area. Responsibility for the success of the
Workforce System rests with a partnership between the OCWIB and the Orange County
Board of Supervisors.

1
2 **III. One-Stop System**

3 Through the collaborative efforts of Federal, State, County, local agencies and business,
4 the Orange County One-Stop Comprehensive Career Centers and One-Stop Satellites
5 (hereinafter referred to as "One-Stop(s)") were designed to provide a coordinated,
6 integrated, customer-friendly, locally driven Workforce Development System. This System
7 will offer all qualified job seekers the opportunity to maximize their employment potential.
8 The One-Stops will offer a variety of information and training services based on individual
9 needs. Employers will be provided access to workers who will support economic
10 development within Orange County.

11 Under Section 121(b), one or more One-Stop Center Operators (hereinafter referred to
12 as "Operator") must be designated by the Local Workforce Investment Board (OCWIB) to
13 operate their respective One-Stop(s) within their Workforce Area. Furthermore, each
14 One-Stop must have certain partners (hereinafter referred to as "Partners") who must
15 provide mandated programs. These include:

- 16 1. Veterans Employment and Training Programs
 - 17 2. Migrant and Seasonal Farm Worker Programs
 - 18 3. Indian and Native American Programs
 - 19 4. Adult Education and Literacy Programs
 - 20 5. Postsecondary Vocational Education Programs
 - 21 6. Vocational Rehabilitation
 - 22 7. Community Services Block Grant
 - 23 8. Unemployment Insurance
 - 24 9. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance
 - 25 10. Welfare to Work Programs
 - 26 11. Title V Programs under the Older Americans Act
- 27
28

1
2 **IV. Purpose of Memorandum of Understanding (MOU)**

3 This MOU is an agreement developed and executed between the County, in partnership
4 with the OCWIB, and EDD, and is a commitment to the success of the operation of the
5 One-Stop(s) within the County of Orange for the benefit of the County's citizens. This
6 MOU establishes the broad framework in which One-Stop services will be provided.

7 **V. Common Vision and Mission Statement**

8 The OCWIB's vision is to be Orange County's resource for community investment
9 products and services. The OCWIB's mission is to respond to the needs of businesses,
10 job seekers and students through an integrated Workforce Development System. EDD
11 commits to work on a common vision/mission for the One-Stop(s).

12 **VI. Services to be Provided to the Community**

13
14 EDD agrees that universal access is a critical One-Stop provision and agrees to work with
15 other Partners to adopt policies at the One-Stop(s) that ensure access for all customers
16 including those with special needs, such as A) literacy deficits; B) physical or mental
17 disabilities; C) limited English speakers; and D) others with economic or geographical
18 barriers to service or employment. EDD staff will provide two full time equivalents (FTEs)
19 to assist in the operation of the Resource Centers at the Orange County One-Stops. One
20 FTE will be stationed in Westminster and one FTE will be stationed in Irvine.

21
22 **A. Core Services**

23 Under WIA Section 121(b)(1)(A), all Partners must make available to participants those
24 Core Services that are applicable to their program. These Core Services, as defined in
25 WIA Section 134(d)(2), must be universally available to all job seekers. They may
26 include, but are not limited to:

- 27
- 28 1. Determination of individual eligibility for services;
 2. Outreach, intake (including worker profiling) and orientation to the information and other services available through the One-Stop(s);
 3. Initial assessment of skill levels, aptitudes, abilities and supportive service needs;

4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment information and labor market information such as job vacancy listings, job skills necessary to obtain jobs, local in demand occupations, earnings and skill requirements;
6. Provision of performance information and program cost information on eligible providers of training services;
7. Provision of information regarding local area performance pursuant to the local performance measures;
8. Provision of information relating to the availability of supportive services in the local area;
9. Provision of information regarding the filing of claims for unemployment compensation.
10. Assistance in establishing eligibility for welfare-to-work activities and programs of financial aid assistance for training and education programs;
11. Follow-up services for registered participants for not less than 12 months; and
12. Any other core services as determined by new legislation or policy action by the OCWIB.

B. Intensive Services

All Partners agree to provide those intensive services that are applicable to their program, as defined in WIA Section 134(d)(3)(c), to an individual who is determined by the Operator to be eligible for such services because the individual is:

1. unemployed and unable to obtain employment through core services;
2. in need of intensive services to obtain employment; or
3. employed but in need of intensive services to obtain or retain employment that allows for self sufficiency.

These Intensive Services may include, but are not limited to:

1. Comprehensive and specialized assessments of client skill levels;
2. Development of an individual employment plan to identify the employment goals,

- 1 3. achievement objectives, and combinations of services;
- 2 4. Group and individual counseling and career planning;
- 3 5. Case management for individuals enrolled in training;
- 4 6. Prevocational services, including development of learning skills, communication
- 5 skills, interviewing skills, punctuality, personal maintenance skills, and professional
- 6 conduct, to prepare individuals for unsubsidized employment or training; and
- 7 7. Any other intensive services as determined by new legislation or policy action by the
- 8 OCWIB.

9 **C. Training Services**

10 All Partners agree to provide those training services that are applicable to their program,
11 as defined in WIA Section 134(d)(4)(D), to an individual who has been determined by the
12 Operator to be eligible for intensive services and:
13

- 14 a) is unable to obtain employment;
- 15 b) is in need of training services and who has the skills and qualifications to successfully
- 16 participate in a training program;
- 17 c) who selects an approved training program that is directly linked to employment
- 18 opportunities in the local area or in an area to which the individual is willing to
- 19 relocate;
- 20 d) is not qualified for federal grant assistance programs; and
- 21 e) meets applicable local priority criteria for training services.

22 These Training services may include, but are not limited to:

- 23 1. Occupational skills training, including training for nontraditional employment;
- 24 2. On-the-job training;
- 25 3. Programs that combine workplace training with related instruction which may
- 26 include cooperative education;
- 27 4. Training programs operated by the private sector;
- 28 5. Skill upgrading and retraining;
6. Entrepreneurial training;
7. Job readiness training;

- 1 8. Adult education and literacy activities provided in combination with services
- 2 described in items 1-7 above;
- 3 9. Customized training conducted with a commitment by an employer or group of
- 4 employers to employ an individual upon successful completion of the training; and
- 5 10. Other training services as determined by new legislation, policy action by the
- 6 OCWIB or a Partner's governing legislation.

7 A formal Operating Agreement between the Operator and [Partner Agency] will be
8 executed separately. This document, "One Stop Operating Agreement Pursuant to the
9 Workforce Investment Act of 1998", defines the manner in which [Partner Agency] will
10 participate in the One-Stop(s). The Operating Agreement includes the Definitions of
11 Program Design as well as the specific Scope of Services to be provided by the Operator
12 and each Partner.

13

14 **VII. Referral Process**

15 EDD agrees to work with all other Partners to jointly develop implementation processes
16 acceptable to all for common intake and referral. All Partners agree to cross train staff
17 on the services of each of the other participating Partners and the spectrum of related
18 services available through their respective agencies. A mutually acceptable referral
19 process shall be adopted by the Operator and Partner with the commitment to
20 periodically evaluate the process and modify it accordingly as needed. The process
21 and referral methodologies are as follows:

- 22 1. Partner agrees to familiarize themselves with the requirements for participation in the
- 23 programs operated with the various funding streams available to each of the other
- 24 Partners participating in the One-Stop(s).
- 25 2. To the greatest extent possible, Partner agrees to develop an electronic summary of
- 26 their program requirements that can be accessed by the other Partners in the One-
- 27 Stop(s).
- 28 3. To the greatest extent possible, Partner agrees to utilize common intake forms.
4. Partner agrees to provide reciprocal feedback to the other Partners at the One-

1 Stop(s) regarding service provision.

2
3 **VIII. Customer Service**

4 Employees will be provided with a professional working environment with the
5 appropriate tools needed to achieve the desired positive outcomes for their customers.

6 A professional code of ethics will be created and agreed to by all Partners of the One-
7 Stop(s) consistent with EDD's existing policies, procedures and regulations. All
8 Partners will demonstrate that they are a customer driven organization by adhering to
9 the following elements:

- 10 1. Service to customers will be prompt and courteous.
11 2. Staff will encourage customer choice among program options to assist individuals in
12 meeting their career goals.
13 3. Staff will actively listen to what customers have to say.
14 4. Staff will build positive relationships with their customers through focusing on
15 accessibility and management of complaints.

16 **IX. Performance Goals and Standards**

17 EDD agrees to participate with the other Partners at the One-Stop(s) in developing a
18 process for analyzing customer satisfaction. Specifically:

- 19 1. Each Partner commits to customer satisfaction improvement strategies.
20 2. A "Participant Satisfaction Survey" will be made available to all users of the One-
21 Stop(s). Completed surveys will be analyzed within 10 days of receipt, maintaining
22 confidentiality at all times.
23 3. Surveys that recommend change or improvement will be sent to the corresponding
24 Partner for their consideration; if warranted, they will take appropriate action in
25 accordance with their own guidelines, policies, and operating procedures.
26 4. All survey results shall be forwarded to OCWIB staff.

27 **X. System Operating Expenses**

28 As outlined in 20 CFR Part 662.270, each Partner must contribute a fair share of the
operating costs of the One-Stop Delivery System proportionate to the use of the System
by individuals attributable to the Partner's programs.

1. EDD agrees to share in the operating costs of those One-Stop(s) in which their staff is co-located. Partners co-located are required to either pay cash or provide in-kind services equal to or greater than the amount of their assessed usage fee. Allocation and payment of these costs that are attributable to the Partner will be addressed in separate Cost Sharing Agreements between the Operator and the Partner. These expenses may include, but are not limited to, rent for dedicated space, rent for common space, shared staff (*i.e.* receptionist), facility costs, equipment and supplies.
2. The Operator will ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in the Cost Sharing Agreements. All Cost Sharing Agreements will be updated and revised on an annual basis. These Agreements will be executed separately for each One-Stop.

XI. Accessing and Sharing Data

The WIA emphasizes technology as a critical tool in making possible all aspects of information exchange including client tracking, common case management, reporting and data collection. All individuals utilizing resources through the Orange County One-Stops, where EDD staff assist full time in the Resource Centers, will be required to register with CalJOBS. Assistance with registration will be a joint effort between the Operator and EDD staff. EDD will:

1. Agree to the principles of common reporting and shared information through electronic mechanisms including shared technology.
2. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements. EDD will generate monthly reports through CalJOBS and will make them available to the One-Stop Operator and the OCWIB.
3. Commit to participating on an interagency team to address issues surrounding the sharing of information and technology.

1 **XII. System Security and Confidentiality**

2 When an individual applies for or receives services from EDD, through the One-
3 Stop(s), all information regarding such application for or receipt of Partner's services
4 shall be confidential information subject to the provisions of 34 CFR Part 361.38 and
5 Title 9 California Code of Regulation, Sections 7140-7143.5.

6 Therefore, EDD agrees to the following:

- 7 1. To comply with provisions of the Workforce Investment Act and applicable
8 sections of the Welfare and Institutes Code, the California Education Code, the
9 Rehabilitation Act, and/or any other appropriate statutes or requirements.
- 10 2. System security provisions shall be agreed upon by all Partners and recorded in
11 an Information Security and Access Agreement to be signed by the staff using
12 the system.
- 13 3. All records of the One-Stop(s) or Partners, including but not limited to
14 applications, eligibility and referral records, or any other individual records related
15 to services provided under this MOU, shall be maintained in the strictest
16 confidence, and shall be used solely for purposes directly related to determining
17 eligibility or delivery of services to such individuals and not open to examination
18 for any purpose not directly connected with the delivery of such services.
- 19 4. No person shall publish or disclose, use, or permit, cause to be published,
20 disclosed or used, any confidential information pertaining to One-Stop applicants
21 or customers; nor shall referenced confidential information be disclosed absent a
22 court order or a written authorization from the applicant or customer.
- 23 5. All Partners agree to share client information that is necessary for the provision
24 of services under WIA, i.e.: intake; assessment; program or training referral; job
25 development or placement activities; and other services as needed for
26 employment or program support purposes.

27 **XIII. Grievance Procedures**

28 The OCWIB is required to establish and maintain a procedure for grievances and
complaints as outlined in 20 CFR Part 667.600. The process for handling grievances

1 and complaints is applicable to both participants as well as Partners. Every effort will be
2 made to preserve confidentiality as grievances are fairly and equitably considered. The
3 procedures will allow the individual or entity filing the complaint to exhaust every
4 administrative level possible in receiving a fair and complete hearing of their grievance,
5 up to the level of appeal to the State Workforce Investment Board and ultimately to the
6 Secretary of the Department of Labor.

7 The County in partnership with the OCWIB and EDD agree to communicate openly and
8 directly to resolve any problems or disputes related to the provisions of services in a
9 cooperative manner and at the lowest level of intervention possible.

10 **XIV. Non-Discrimination**

- 11 1. California Fair Employment and Housing Act (Government Code Title 2, Division 3,
12 Part 2.8) – Parties to this MOU shall protect and safeguard the right and opportunity
13 of all persons to seek, obtain, and hold employment without discrimination or
14 abridgment on account of race, religious creed, color, ancestry, national origin,
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- 17 2. Americans with Disabilities Act of 1990 (ADA) – Parties to this MOU shall assure
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20 advancement, compensation, job training, and other terms, conditions and
21 privileges of employment.
- 22 3. Parties to this MOU shall include non-discrimination and compliance provisions
23 of these clauses in all related subcontracts and agreements.

24 **XV. Administrative and Operations Management**

- 25 1. It is understood that EDD and its staff are subject to existing personnel policies,
26 procedures, regulations and statutes as well as applicable collective bargaining
27 agreements. OCWIB will assure that the Operator will work with EDD in developing
28 and implementing policies and procedures for the One-Stop(s), in order to avoid
inconsistencies with EDD existing policies, procedures, regulations and collective
bargaining agreements.

- 1 2. A separate document, "One-Stop Operating Agreement Pursuant to the Workforce
2 Investment Act of 1998", will be executed between the Operator and EDD. This
3 agreement will define the manner in which the Partners will participate in the One-
4 Stop(s). This will include, at a minimum, arrangements for supervision, scheduled
5 hours of operation, procedures for referral, resource sharing, definitions of program
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8 EDD agrees to collaborate, to the extent allowable by their applicable laws,
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12 marketing efforts might include web site development, public education/information,
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16 Any Party to this MOU may request a modification to this MOU. Such requests must
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21 **XVIII. Duration of the MOU**

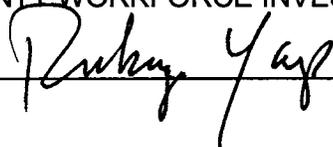
22 The term of this MOU shall commence on December 1, 2006, and shall remain in
23 effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA).
24
25
26
27
28

1 **IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms
2 and conditions contained herein and have duly authorized and caused this MOU to be executed as of the
3 date stated below written. There are no oral understandings of the Parties or terms and conditions other
4 than as are stated herein.

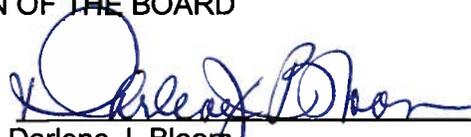
5 EDD*
6 Dated: 10/5/06 By: 
7 Title: Robert Claudio
8 Orange County Regional Manager

9 Dated: _____ By: _____
10
11 Title: _____

12 * For Partner Agencies that are **corporations**, Cal. Corporations Code sec. 313 signature requirements are as follows:
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14 any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
15 For Partner Agencies that are **not corporations**, the person who has authority to bind the Contractor/Vendor to a contract
16 must sign on one of the lines above.

17 ORANGE COUNTY WORKFORCE INVESTMENT BOARD
18 Dated: _____ By: 
19 Title: Chairman

20 "COUNTY OF ORANGE a political subdivision of the
21 State of California"
22 Dated: 11/16/06 By: 
23 Chair, Orange County
24 Board of Supervisors

25 SIGNED AND CERTIFIED THAT A COPY OF THIS
26 AGREEMENT HAS BEEN DELIVERED TO THE
27 CHAIRMAN OF THE BOARD
28 Dated: 11/16/06 By:  
29 Darlene J. Bloom
30 Clerk of the Board of Supervisors
31 Orange County, California

32 APPROVED AS TO FORM:
33 COUNTY COUNSEL
34 Dated: 10-2-06 By: 
35 Deputy

1 **MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE COUNTY OF ORANGE**
4 **IN PARTNERSHIP WITH THE**
5 **ORANGE COUNTY WORKFORCE INVESTMENT BOARD**
6 **AND**
7 **IRVINE UNIFIED SCHOOL DISTRICT**
8

9 This Memorandum of Understanding (MOU) is entered into on this 1st day of October, 2007
10 in accordance with Section 121(c) of the Workforce Investment Act of 1998, and the laws of
11 the State of California by and between the COUNTY OF ORANGE (hereinafter referred to as
12 "County"), in partnership with the ORANGE COUNTY WORKFORCE INVESTMENT BOARD
13 (hereinafter referred to as "OCWIB") and the Irvine Unified School District (hereinafter referred
14 to as "IUSD") to begin on the 1st day of October, 2007 and to terminate in accordance with
15 the termination provisions provided for herein.
16

17 **I. Purpose of the Workforce Investment Act of 1998**

18 The purpose of the Workforce Investment Act of 1998 (hereinafter referred to as "WIA") is
19 to provide workforce investment activities that increase the employment, retention and
20 earnings of participants, and to increase the occupational skill attainment by participants,
21 which will improve the quality of the workforce, reduce welfare dependency and enhance
22 the productivity and competitiveness of the Nation's economy. These goals are achieved
23 through the Workforce Investment System.
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25 **II. Relationship between the County and the OCWIB**

26 WIA authorizes the appointment of local Workforce Investment Boards whose members
27 are selected by the County in workforce regions designated by the Governor of the State
28 of California. Accordingly, the County has appointed members of the OCWIB for the
Orange County Workforce Investment Area. Responsibility for the success of the
Workforce System rests with a partnership between the OCWIB and the Orange County

1 Board of Supervisors.
2

3 **III. One-Stop System**

4 Through the collaborative efforts of Federal, State, County, local agencies and business,
5 the Orange County One-Stop Comprehensive Career Centers and One-Stop Satellites
6 (hereinafter referred to as "One-Stop(s)") were designed to provide a coordinated,
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8 will offer all qualified job seekers the opportunity to maximize their employment potential.
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11 development within Orange County.

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15 One-Stop must have certain partners (hereinafter referred to as "Partners") who must
16 provide mandated programs. These mandated programs include:

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- 23 7. Community Services Block Grant
- 24 8. Unemployment Insurance
- 25 9. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance
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- 27 11. Title V Programs under the Older Americans Act
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1
2
3 **IV. Purpose of Memorandum of Understanding (MOU)**

4 This MOU is an agreement developed and executed between the County, in partnership
5 with the OCWIB, and IUSD, and is a commitment to the success of the operation of the
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7 MOU establishes the broad framework in which One-Stop services will be provided.

8 **V. Common Vision and Mission Statement**

9 The OCWIB's vision is to be Orange County's resource for community investment
10 products and services. The OCWIB's mission is to respond to the needs of businesses,
11 job seekers and students through an integrated Workforce Development System. IUSD
12 commits to work on a common vision/mission for the One-Stop(s).

13 **VI. Services to be Provided to the Community**

14
15 IUSD agrees that universal access is a critical One-Stop provision and agrees to work with
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18 disabilities; C) limited English speakers; and D) others with economic or geographical
19 barriers to service or employment.

20
21 **A. Core Services**

22 Under WIA Section 121(b)(1)(A), all Partners must make available to participants those
23 Core Services that are applicable to their program. These Core Services, as defined in
24 WIA Section 134(d)(2), must be universally available to all job seekers. They may
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8. Provision of information relating to the availability of supportive services in the local area;
9. Provision of information regarding the filing of claims for unemployment compensation.
10. Assistance in establishing eligibility for welfare-to-work activities and programs of financial aid assistance for training and education programs;
11. Follow-up services for registered participants for not less than 12 months; and
12. Any other core services as determined by new legislation or policy action by the OCWIB.

B. Intensive Services

All Partners agree to provide those intensive services that are applicable to their program, as defined in WIA Section 134(d)(3)(c), to an individual who is determined by the Operator to be eligible for such services because the individual is:

- 1) unemployed and unable to obtain employment through core services;
- 2) in need of intensive services to obtain employment; or
- 3) employed but in need of intensive services to obtain or retain employment that allows for self sufficiency.

These Intensive Services may include, but are not limited to:

1. Comprehensive and specialized assessments of client skill levels;
2. Development of an individual employment plan to identify the employment goals,

- 1 achievement objectives, and combinations of services;
- 2 3. Group and individual counseling and career planning;
- 3 4. Case management for individuals enrolled in training;
- 4 5. Prevocational services, including development of learning skills, communication
- 5 skills, interviewing skills, punctuality, personal maintenance skills, and professional
- 6 conduct, to prepare individuals for unsubsidized employment or training; and
- 7 6. Any other intensive services as determined by new legislation or policy action by the
- 8 OCWIB.

9 **C. Training Services**

10 All Partners agree to provide those training services that are applicable to their program,
11 as defined in WIA Section 134(d)(4)(D), to an individual who has been determined by the
12 Operator to be eligible for intensive services and:
13

- 14 a) is unable to obtain employment;
- 15 b) is in need of training services and who has the skills and qualifications to successfully
- 16 participate in a training program;
- 17 c) who selects an approved training program that is directly linked to employment
- 18 opportunities in the local area or in an area to which the individual is willing to relocate;
- 19 d) is not qualified for federal grant assistance programs; and
- 20 e) meets applicable local priority criteria for training services.

21 These Training services may include, but are not limited to:

- 22 1. Occupational skills training, including training for nontraditional employment;
- 23 2. On-the-job training;
- 24 3. Programs that combine workplace training with related instruction which may
- 25 include cooperative education;
- 26 4. Training programs operated by the private sector;
- 27 5. Skill upgrading and retraining;
- 28 6. Entrepreneurial training;
7. Job readiness training;

- 1 8. Adult education and literacy activities provided in combination with services
- 2 described in items 1-7 above;
- 3 9. Customized training conducted with a commitment by an employer or group of
- 4 employers to employ an individual upon successful completion of the training; and
- 5 10. Other training services as determined by new legislation, policy action by the
- 6 OCWIB or a Partner's governing legislation.

7 **VII. Referral Process**

8 IUSD agrees to work with all other Partners to jointly develop implementation

9 processes acceptable to all for common intake and referral. All Partners agree to cross

10 train staff on the services of each of the other participating Partners and the spectrum

11 of related services available through their respective agencies. A mutually acceptable

12 referral process shall be adopted by the Operator and Partner with the commitment to

13 periodically evaluate the process and modify it accordingly as needed. The process

14 and referral methodologies are as follows:

- 15 1. Partner agrees to familiarize themselves with the requirements for participation in the
- 16 programs operated with the various funding streams available to each of the other
- 17 Partners participating in the One-Stop(s).
- 18 2. To the greatest extent possible, Partner agrees to develop an electronic summary of
- 19 their program requirements that can be accessed by the other Partners in the One-
- 20 Stop(s).
- 21 3. To the greatest extent possible, Partner agrees to utilize common intake forms.
- 22 4. Partner agrees to provide reciprocal feedback to the other Partners at the One-
- 23 Stop(s) regarding service provision.

24 **VIII. Customer Service**

25 Employees will be provided with a professional working environment with the

26 appropriate tools needed to achieve the desired positive outcomes for their customers.

27 A professional code of ethics will be created and agreed to by all Partners of the One-

28 Stop(s) consistent with IUSD's existing policies, procedures and regulations. All

1 Partners will demonstrate that they are a customer driven organization by adhering to
2 the following elements:

- 3 1. Service to customers will be prompt and courteous.
- 4 2. Staff will encourage customer choice among program options to assist individuals
5 in meeting their career goals.
- 6 3. Staff will actively listen to what customers have to say.
- 7 4. Staff will build positive relationships with their customers through focusing on
8 accessibility and management of complaints.

9 10 **IX. Performance Goals and Standards**

11 IUSD agrees to participate with the other Partners at the One-Stop(s) in developing a
12 process for analyzing customer satisfaction. Specifically:

- 13 1. Each Partner commits to customer satisfaction improvement strategies.
- 14 2. A "Participant Satisfaction Survey" will be made available to all users of the One-
15 Stop(s). Completed surveys will be analyzed within 10 days of receipt, maintaining
16 confidentiality at all times.
- 17 3. Surveys that recommend change or improvement will be sent to the corresponding
18 Partner for their consideration; if warranted, they will take appropriate action in
19 accordance with their own guidelines, policies, and operating procedures.

20 21 **X. System Operating Expenses**

22 As outlined in 20 CFR Part 662.270, each co-located Partner must contribute a fair share
23 of the operating costs of the One-Stop Delivery System proportionate to the use of the
24 System by individuals attributable to the Partner's programs.

- 25 1. IUSD agrees to share in the operating costs of those One-Stop(s) in which their
26 staff is co-located. Partners co-located are required to either pay cash or provide in-kind
27 services equal to or greater than the amount of their assessed usage fee. Allocation and
28 payment of these costs that are attributable to the Partner will be addressed in separate
Cost Sharing Agreements between the Operator and the Partner. These expenses may
include, but are not limited to, rent for dedicated space, rent for common space, shared

1 staff (*i.e.* receptionist), facility costs, equipment and supplies.

2 2. The Operator will ensure that the shared costs are supported by accurate data, the
3 shared costs are consistently applied over time, and the methodology used in
4 determining the shared costs are reflected in the Cost Sharing Agreements. All Cost
5 Sharing Agreements, if applicable, will be updated and revised on an annual basis.
6 These Agreements will be executed separately for each One-Stop.

8 **XI. Accessing and Sharing Data**

9 The WIA emphasizes technology as a critical tool in making possible all aspects of
10 information exchange including client tracking, common case management, reporting
11 and data collection. Therefore, IUSD will:

- 12 1. Agree to the principles of common reporting and shared information through electronic
13 mechanisms including shared technology.
- 14 2. Commit to share information to the greatest extent allowable under their
15 governing legislation and confidentiality requirements.
- 16 3. Commit to participating on an interagency team to address issues surrounding
17 the sharing of information and technology.

18 19 **XII. System Security and Confidentiality.**

20 When an individual applies for or receives services from IUSD, through the One-
21 Stop(s), all information regarding such application for or receipt of Partner's services
22 shall be confidential information subject to the provisions of 34 CFR Part 361.38 and
23 Title 9 California Code of Regulation, Sections 7140-7143.5.

24 Therefore, IUSD agrees to the following:

- 25 1. To comply with provisions of the Workforce Investment Act and applicable sections
26 of the Welfare and Institutes Code, the California Education Code, the
27 Rehabilitation Act, and/or any other appropriate statutes or requirements.
- 28 2. System security provisions shall be agreed upon by all Partners and recorded in an
Information Security and Access Agreement to be signed by the staff using the
system.

- 1 3. All records of the One-Stop(s) or Partners, including but not limited to applications,
2 eligibility and referral records, or any other individual records related to services
3 provided under this MOU, shall be maintained in the strictest confidence, and shall
4 be used solely for purposes directly related to determining eligibility or delivery of
5 services to such individuals and not open to examination for any purpose not
6 directly connected with the delivery of such services.
- 7 4. No person shall publish or disclose, use, or permit, cause to be published, disclosed
8 or used, any confidential information pertaining to One-Stop applicants or customers;
9 nor shall referenced confidential information be disclosed absent a court order or a
10 written authorization from the applicant or customer.
- 11 5. All Partners agree to share client information that is necessary for the provision of
12 services under WIA, i.e.: intake; assessment; program or training referral; job
13 development or placement activities; and other services as needed for employment
14 or program support purposes.

15 16 **XIII. Grievance Procedures**

17 The OCWIB is required to establish and maintain a procedure for grievances and
18 complaints as outlined in 20 CFR Part 667.600. The process for handling grievances
19 and complaints is applicable to both participants as well as Partners. Every effort will be
20 made to preserve confidentiality as grievances are fairly and equitably considered. The
21 procedures will allow the individual or entity filing the complaint to exhaust every
22 administrative level possible in receiving a fair and complete hearing of their grievance, up
23 to the level of appeal to the State Workforce Investment Board and ultimately to the
24 Secretary of the Department of Labor.

25 The County in partnership with the OCWIB and IUSD agree to communicate openly and
26 directly to resolve any problems or disputes related to the provisions of services in a
27 cooperative manner and at the lowest level of intervention possible.

1 **XIV. Non-Discrimination**

- 2 1. California Fair Employment and Housing Act (Government Code Title 2, Division 3,
3 Part 2.8) - Parties to this MOU shall protect and safeguard the right and opportunity
4 of all persons to seek, obtain, and hold employment without discrimination or
5 abridgment on account of race, religious creed, color, ancestry, national origin,
6 physical disability, mental disability, medical condition, age, marital status, sex, or
7 sexual orientation.
- 8 2. Americans with Disabilities Act of 1990 (ADA) – Parties to this MOU shall assure their
9 own compliance with Title I of the ADA which prohibits discrimination against qualified
10 individuals with disabilities in job application procedures, hiring, firing, advancement,
11 compensation, job training, and other terms, conditions and privileges of employment.
- 12 3. Parties to this MOU shall include non-discrimination and compliance provisions of
13 these clauses in all related subcontracts and agreements.
- 14

15 **XV. Administrative and Operations Management**

- 16 1. It is understood that IUSD and its staff are subject to existing personnel policies,
17 procedures, regulations and statutes as well as applicable collective bargaining
18 agreements. OCWIB will assure that the Operator will work with IUSD in developing
19 and implementing policies and procedures for the One-Stop(s), in order to avoid
20 inconsistencies with IUSD's existing policies, procedures, regulations
21 and collective bargaining agreements.
- 22 2. A separate document, "One-Stop Operating Agreement Pursuant to the Workforce
23 Investment Act of 1998", will be executed between the Operator and IUSD. This
24 agreement will define the manner in which the Partners will participate in the One-
25 Stop(s). This will include, at a minimum, arrangements for supervision, scheduled
26 hours of operation, procedures for referral, resource sharing, definitions of program
27 design, scope of services, capacity building and dispute resolution.
- 28

1 **XVI. Marketing**

2 IUSD agrees to collaborate, to the extent allowable by their applicable laws,
3 regulations and policies, with other Partners on a marketing strategy informing job
4 seekers, employed individuals, employers, and the community at large about the
5 services available through the One-Stop(s). Resources available to enhance joint
6 marketing efforts might include web site development, public education/information,
7 speaker's bureau, One-Stop brochures/flyers, media coverage
8 and/or public television or radio.
9

10 **XVII. Modification Process**

11 Any Party to this MOU may request a modification to this MOU. Such requests must
12 be in writing and must be agreed to by all Parties. Modifications to this MOU must be
13 in writing, signed and dated, and entered into with the same degree of formality as that
14 required for entry into the original MOU. If any provision of this MOU is found to be
15 invalid, the remainder of the MOU shall not be affected.
16

17 **XVIII. Duration of the MOU**

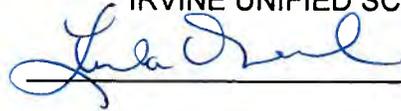
18 The term of this MOU shall commence on October 1, 2007, and shall remain in
19 effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA).
20
21
22
23
24
25
26
27
28

1 **IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms
2 and conditions contained herein and have duly authorized and caused this MOU to be executed as of
3 the date stated below written. There are no oral understandings of the Parties or terms and conditions
4 other than as are stated herein.

5 IRVINE UNIFIED SCHOOL DISTRICT*

6 Dated: 7-6-07

By:

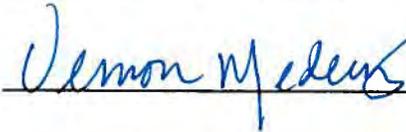


7 Title:

Linda O'Neal, Career Link Director

8 Dated: 7/10/07

9 By:



10 Title:

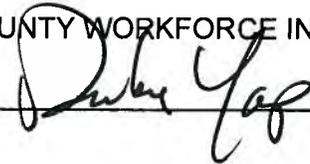
Vernon Medeiros, Deputy Superintendent

11 * For Partner Agencies that are **corporations**, Cal. Corporations Code sec. 313 signature requirements are as follows:
12 1) One signature by the Chairman of the Board, the President or any Vice President, and 2) One signature by the Secretary,
13 any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
14 For Partner Agencies that are **not corporations**, the person who has authority to bind the Contractor/Vendor to a contract
15 must sign on one of the lines above.

16 ORANGE COUNTY WORKFORCE INVESTMENT BOARD

17 Dated: 9-5-07

18 By:



19 Title:

Chairman

20 "COUNTY OF ORANGE a political subdivision of the
21 State of California"

22 Dated: 9-25-07

23 By:

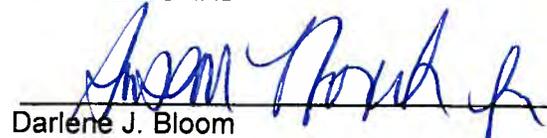


24 Chair, Orange County
25 Board of Supervisors

26 SIGNED AND CERTIFIED THAT A COPY OF THIS
27 AGREEMENT HAS BEEN DELIVERED TO THE
28 CHAIRMAN OF THE BOARD

Dated: 9-25-07

By:



Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California

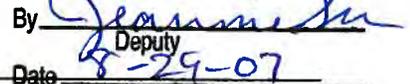


APPROVED AS TO FORM:
COUNTY COUNSEL

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Dated: _____

By:

By: 
Deputy
Date: 8-29-07



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on this 7th day of December, 2000 in accordance with Section 121 (c) of the Workforce Investment Act of 1998, and the laws of the State of California by and between the COUNTY OF ORANGE (hereinafter referred to as "County"), in conjunction with the ORANGE COUNTY WORKFORCE INVESTMENT BOARD and NSCERC Senior AIDES Program (hereinafter referred to as "Partner"), to begin on the first day of July, 2000 and to terminate in accordance with the termination provisions provided for herein.

I. One-Stop System

Under the Workforce Investment Act (WIA) a One-Stop operator designated by the Local Workforce Investment Board operates a One-Stop System which may consist of mandatory and voluntary partner agencies. The One-Stop Operator and the mandatory and voluntary partners shall hereinafter be referred to as "Partner Agencies". Partner Agencies, with the exception of the One-Stop Operator must enter into a Memorandum of Understanding (MOU) with the Local Workforce Investment Board, which sets out in broad terms the working arrangements within the One-Stop System.

II. Purpose of Memorandum of Understanding

This MOU is between one Partner Agency, known as Partner, and the County of Orange. The purpose of this Memorandum of Understanding (MOU) is to establish an agreement as to the framework in which one-stop services will be provided for employers, employees, job seekers and others needing workforce services.

III. Common Vision/Mission Statement

The Orange County Workforce Investment Area's vision is to provide the leadership necessary to develop, direct and promote the Workforce Development System throughout Orange County.

1. Partner commits to work on a common vision/mission for the One-Stop System to be completed by January 1, 2001.
2. Partner commits to work on a common vision/mission for the Orange County Workforce Investment System to be completed by January 1, 2001.
3. The vision and mission developed shall be in accord with the WIB vision and mission and shall further the implementation of the one stop and workforce system.

IV. One-Stop Services to be Provided to the Community Under the Workforce Investment Act

Partner agrees to universal access as a critical One-Stop provision and agrees to work with Partner Agencies to adopt policies for the One-Stop System to ensure access for all customers including but not limited to those with special needs, such as A) literacy deficits; B) physical or learning disabilities; C) limited English speakers; and D) others with economic or geographical barriers to service or employment. One-Stop System services provided by Partner may include, but are not limited to:

Core Services

1. Determination of individual eligibility for services;
2. Outreach, intake (including worker profiling) and orientation to the information and other services available through the one delivery system;
3. Initial assessment of skill levels, aptitudes, abilities, and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment statistics information and labor market information such as job vacancy listings, job skills necessary to obtain jobs, local in demand occupations, earnings, and skill requirements;
6. Provision of performance information and program cost information on eligible providers of training services;
7. Provision of information regarding local area performance pursuant to the local performance measures;
8. Provision of information relating to the availability of supportive services available in the local area;
9. Provision of information regarding the filing of claims for unemployment compensation;
10. Assistance in establishing eligibility for welfare-to-work activities and programs of financial aid assistance for training and education programs;
11. Follow-up services for registered participants for not less than 12 months; and
12. Any other core services as determined by new legislation or policy action by the Orange County Workforce Investment Board(OCWIB).

Intensive Services

1. Comprehensive and specialized assessments of client skill levels;
2. Development of an individual employment plan to identify the employment goals, achievement objectives, and combinations of services;
3. Group and individual counseling and career planning;
4. Case management for individuals enrolled in training;
5. Prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training; and
6. Any other intensive services as determined by new legislation or policy action by the OCWIB.

Training Services

1. Occupational skills training, including training for nontraditional employment;
2. On-the-job training;
3. Programs that combine workplace training with related instruction which may include cooperative education;
4. Training programs operated by the private sector;
5. Skill upgrading and retraining;
6. Entrepreneurial training;
7. Job readiness training;

8. Adult education and literacy activities provided in combination with services described in items 1-7 above;
9. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training; and
10. Other training services as determined by new legislation, policy action by the OCWIB, or Partner's or Partner Agency's governing legislation.

V. Referral

Partner agrees to work with Partner Agencies to: jointly develop implementation processes for common intake and referral, acceptable to each other; and which meet the goals of the One-Stop System; to cross-train or cause to be cross-trained their respective staff on the core and intensive services of each Partner Agency. Partner Agencies, as appropriate, shall mutually determine the necessity of and number of site visits, field trips, and joint training exercises for staff conducting referrals. Partner agrees to work with Partner Agencies to adopt mutually acceptable referral processes and forms and to modify them to changing requirements or day-to-day needs for improvement. To enhance cross referral among the partners, Partner will:

1. Agree to familiarize themselves with the requirements for participation in the programs operated with the various funding streams available to each of the One-Stop Partners.
2. To the extent possible, agree to develop an electronic summary of their program requirements that can be accessed by all Partner Agency's in the One-Stop.
3. Agree to use common intake forms when developed and to the extent possible.
4. Agree to refer clients eligible for Partner Agency programs to the One-Stop Partners for services, and to share information supplied to referred clients.

VI. Customer Service

Partner agrees that the following standards shall govern interactions between job-seeker and employer customers and Partner Agencies :

1. Service to customers
Service to customers shall be prompt and courteous; service shall encourage customer choice among program options in order to assist individuals in meeting their career and business goals
2. Partner Agency Employees will be provided with:
 - a. A professional environment within which to serve customers;
 - b. The appropriate tools to achieve the desired outcome for their customers; and
 - c. A professional code of ethics created and agreed to by Partner Agencies of the One-Stop System.
3. The adoption of continuous improvement principles
4. The coordination of employer contacts for job orders and job development activities, as mandated by AB67 and any other Health and Human Services initiatives.

VII. Performance Goals and Standards

Partner agrees to participate in developing the process for analyzing Customer Satisfaction Survey results. The process that is developed shall include the following:

1. Partner commits to customer satisfaction improvement strategies.
2. Surveys will be analyzed within 10 days of receipt, identity of respondents will remain confidential.
3. Surveys that recommend corrective action will be answered with a formal response, when appropriate.
4. Survey results shall be forwarded to the OCWIB staff.

VIII. Service and System Operating Costs

Each Partner Agencies must contribute a fair share of the operating costs of the One-Stop System proportionate to the use of the system by individuals attributable to Partner Agency's programs. Formal financial agreements/leases between One-Stop Operators and Partner will be attached to this MOU as appropriate.

1. Partner Agency's including Partner agree but are not limited to the following options as appropriate for their contribution of the service(s) provided respectively: OEC funds allocated from DOL to be given to One-Stop Centers.
2. In the event Partner is unable, due to a lack of resources, staffing or ability to share operating costs, to provide the required compliment of resources to the One-Stop System in order to meet the requirements at each One-Stop Center listed below, Partner agrees to prioritize the allocation of their respective resources so as to meet the requirements of the Orange County One-Stop System in the order shown below:
 - a. West Orange County Regional One-Stop Center
 - b. North Orange County Regional One-Stop Center
 - c. Coastal County Regional One-Stop Center
 - d. South Orange County Regional One-Stop Center

IX. Accessing And Sharing Data

1. Partner agrees to the principles of common reporting and shared information through electronic One-Stop concepts and mechanisms including shared technology.
2. WIA emphasizes technology as a critical tool in making possible all aspects of information exchange including reporting; MIS; data collection; referral services; common case management; client as well as service tracking; and seamless service provision overall.
3. Technology currently in place and which the Agency Partners of the One-Stop System agree to share, includes the following (describe system and how the sharing of system attributes shall be accomplished):
4. To the extent allowable under each Partner's governing legislation, each Partner commits to share information.
5. Partner commits to participating on an interagency team to address issues surrounding the sharing of information and technology.
6. Data input responsibility will be shared, as appropriate.

7. Data systems to be used include the following, as appropriate:
8. Increase the number of new employer contacts by 2% per year.
9. Increase the number of job vacancy postings by 2% per year.

X. System Security and Confidentiality

Partner agrees to the following:

1. To comply with the provisions of WIA and applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and/or any other appropriate statutes or requirements.
2. That Information System security provisions shall be agreed upon by Partner Agencies and recorded in an Information Security and Access Agreement to be signed by individuals using the system.
3. That all applications and individual records related to services provided under this MOU, or any MOU's between Partner Agencies and County, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
4. That no person or employee will publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to One-Stop System applicants, participants, or customers overall.
5. To abide by the current confidentiality provisions of respective statutes and share information necessary for the administration of programs operated through the One-Stop System.
6. To share client information necessary for provision of services under the Act; i.e.: assessment; universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.

XI. Grievance Procedures

In the event individuals accessing the One-Stop System file a grievance, the process for filing grievances shall be determined by the services the individual received and the matter about which the grievance is filed. Partner agrees to process and resolve grievances regarding their own programs. Individuals who seek to file a grievance with respect to a WIA program service shall be subject to the WIA grievance procedures developed by OCWIB and implemented by the One-Stop Operator. To the extent that the grievance is against the One-Stop Operator, County shall process the grievance in accordance with the rules set forth in WIA.

XII. Impasse Resolution

In the event that MOU negotiations between the Partner and County reach an impasse, the parties shall meet and confer in an attempt to come to agreement on the issue(s) involved. Negotiations will be documented by the One-Stop Committee. Failed negotiations will be reported to the OCWIB. Any Partner Agency refusing to sign an MOU may not be represented on the local OCWIB. Alternative representative(s) must be sought, representing the required Partner or funding stream.

If agreement cannot be reached, an explanation as to pending solutions may be stated.

In the event that an impasse should arise between the Partner and the OCWIB regarding the terms and conditions, or the performance or administration of this Agreement, the following procedure will be initiated: (1) the OCWIB and the Partner will document the negotiations and efforts that have taken place to resolve the issue. (2) The OCWIB Chairperson or designee will meet with the local elected official(s) and/or the Partner(s) and/or the One-Stop operator to resolve the issue. (3) If an agreement cannot be reached, the OCWIB and Partner shall request assistance from a State agency responsible for administering the Partner program, the Governor, State Board or other appropriate parties.

XIII. Non-Discrimination

1. Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical conditions, age, or marital status. Parties shall comply with the provisions of Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations. Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement. Parties to this MOU shall include non-discrimination and compliance provisions of this clause in all related subcontracts or financial agreements.
2. Americans with Disabilities Act (ADA) - Parties assure compliance with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

XIV. Day-to-day Operations

1. Parties to the MOU recognize that Partner Agencies have practices and philosophies that differ. These include but are not limited to:
 - ◆ Differing salary scales for similar positions
 - ◆ Functions for similar classifications between agencies which may differ
 - ◆ Off-site supervisors vs. site supervisors at the One-Stop Centers
 - ◆ Union vs. Non-union employees in similar classifications at sites
 - ◆ Hours of operation, including possible evening and week-end hours, flex time and strategizing supervision
 - ◆ Sharing of space, equipment, information and materials
 - ◆ Sharing of greeter/customer service representative
 - ◆ Attendance and staffing at meetings with appropriate level of personnel
 - ◆ Varied legal holiday schedules
 - ◆ Employee's safety and security in the workplace
2. Parties to the MOU agree to work out in advance arrangements for supervision, addressing at a minimum the above issues, and modifying said practices over time in accordance with new or changing requirements.

XV. Marketing

Partner agrees to collaborate with Partner Agencies on a marketing strategy informing job seekers, employed individuals, employers, and the community at large about the services available through the One-Stop System.

1. The following resources may enhance joint marketing efforts:

- ◆ Web site development
- ◆ Public education/information
- ◆ Speaker's bureau
- ◆ One-Stop brochures/flyers
- ◆ Commercial air time
- ◆ Media Coverage
- ◆ Public television or radio

XVI. Modification Process

Parties to this agreement may request a modification to this agreement. Such requests should be in writing. Any modification request must be considered in light of the effect the modification has on the MOU Agreements between the County and the other Partner Agencies. Modifications must be agreed to by the parties. Modifications to this Agreement must be in writing, signed and dated, and entered into with the same degree of formality as that required for entry into the original agreement.

XVII. Unenforceable Provisions

If any provision of this MOU agreement is found to be invalid, the remainder of the MOU agreement shall not be affected.

XVIII. Duration of the MOU

The term of this MOU shall commence on July 1, 2000, and shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), otherwise by action of law, or in accordance with this section.

XIX. Termination

The agreement may be terminated by either of the parties upon 30 days written notice to the other parties with cause or upon 90 days of written notice to the other parties without cause.



CITY OF FULLERTON

Redevelopment and Economic Development Department

February 1, 2012

Andrew Munoz
Executive Director
OCWIB
1300 S. Grand Ave.q
Santa Ana, CA 92705

Dear Andrew:

First of all, I would like to thank you for assisting me in getting all of the Memorandums of Understanding for the North Orange County Economic Development Partnership signed and returned to me.

I have enclosed original sets of the fully executed MOUs. If you have any questions, don't hesitate to contact me at (714) 738-4102 or nicoleb@ci.fullerton.ca.us.

Sincerely,

A handwritten signature in blue ink that reads "Nicole Bernard".

Nicole Bernard
Economic Development
Project Manager

THE EDUCATION COMMUNITY

303 West Commonwealth Avenue, Fullerton, California 92832-1775
(714) 738-6877 • Fax (714) 738-6843 • Web Site: www.ci.fullerton.ca.us



NORTH ORANGE COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP
MEMORANDUM OF UNDERSTANDING

This NORTH ORANGE COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into this 13th day of September, 2011, by and among the CITY OF BREA, the CITY OF BUENA PARK, the CITY OF FULLERTON, the CITY OF LA HABRA, the CITY OF PLACENTIA, the CITY OF YORBA LINDA, and the COUNTY OF ORANGE / ORANGE COUNTY WORKFORCE INVESTMENT BOARD. (hereinafter referred to as the "Parties").

R E C I T A L S:

A. The Parties to this MOU are cities located in the northern region of Orange County.

B. Cities in the northern region of Orange County benefit from a shared regional economic development network.

C. The County of Orange has designated the Orange County Workforce Investment Board to act as the Comprehensive Economic Development Strategic (CEDS) Committee. The CEDS Committee has a strategic plan that supports targeted efforts in the northern region of Orange County.

D. The Parties recognize that a unique opportunity exists to work together collaboratively to promote economic development opportunities of regional or common benefit.

E. The Parties desire to expand the planning, coordination and implementation of economic development initiatives through affiliation with additional entities to include, but not limited to, businesses, non-profit organizations, chambers of commerce, governmental organizations and educational institutions (hereinafter referred to as "Partners").

F. The Parties and Partners ("Partnership") desire to cooperate and mutually support economic development initiatives to include, but not limited to, the development of a strategic plan for implementation of a economic development efforts ("Project") of North Orange County regional importance and common benefit.

G. The Partnership strives to further identify economic development initiatives, projects and common activities of regional importance and benefit and work collaboratively to encourage advancement of these projects.

C O V E N A N T S:

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. The name of the informal association created by this MOU shall be the North Orange County Economic Development Partnership ("NOCEDP"). The Parties do not intend to form a joint powers authority, nor any other legal entity, by entering into this MOU.
2. Each Party agrees to designate a staff representative to consult and coordinate with the other Parties with respect to the subject matter of this MOU.
3. From time to time the Partnership may add additional Projects to the scope set forth within by written consent of a majority of the Parties.
4. Additional parties may be added to this MOU by written consent of a majority of the Parties. Any new party shall be required to execute this MOU or an appropriate amendment to this MOU.
5. Additional partners may be added to the NOCEDP by consent of a majority of the Partnership.
6. The Partnership hereby express their intention to support the Parties and Partners, if applicable, in applications for funding of identified Projects from entities which may provide assistance for Project advancement.
7. This MOU shall not constitute an agreement by any Party to appropriate or expend funds in furtherance of the objectives set forth herein and each Party shall retain full budgetary control of its respective operations and expenses. Except as may be subsequently agreed upon in writing by a separate agreement or agreements executed by the Parties, each Party shall be responsible for payment of all of its costs and expense in taking any actions in furtherance of this MOU, each Party shall be solely responsible therefore, and each Party, as indemnitor, shall indemnify, defend, and hold harmless each of the other Parties to this MOU, as indemnitees, from and against any and all claims, liabilities, and losses arising out of the indemnitor's acts and omissions relating to this MOU and the NOCEDP.
8. This MOU is not intended as the exclusive means for any Party to pursue the objectives addressed in this MOU.
9. Any Party may withdraw from this MOU by delivery of written notice of withdrawal delivered to the other Parties.
10. This MOU will begin on September 1, 2011 and remain in effect until a majority of Parties agree to dissolve the Partnership.
11. This MOU is intended only as a framework within which the parties intend to pursue a common objective. It is not intended to be a contract, does not create any mutual

obligations, and the parties agree that there shall be no legal sanctions available for its enforcement, or for any alleged "breach". Either party may cease compliance with the terms of this MOU, upon notice to the other party, as prescribed in Section 9, above. Although it is anticipated that the procedures outlined herein will be followed in most instances, the parties remain free to deviate from those procedures as they deem appropriate.

[SIGNATURES ON NEXT PAGE]

CITY OF BREA

Date: _____, 2011

By: _____
Its: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF BUENA PARK

Date: _____, 2011

By: *[Signature]*
Its: _____

ATTEST:

Shalin Telt
Secretary CITY CLERK



APPROVED AS TO FORM:

By: *[Signature]*
City Attorney

CITY OF FULLERTON

Date: _____, 2011

By: _____
Its: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF BREA

Date: _____, 2011

By: _____
Its: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF BUENA PARK

Date: _____, 2011

By: _____
Its: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF FULLERTON

Date: January 11, 2011

By: _____
Its: City Manager

ATTEST:

[Signature]
Secretary

APPROVED AS TO FORM:

By: [Signature]
~~City Attorney~~ Special Counsel

CITY OF LA HABRA

Date: 9/19, 2011

By: [Signature]
Its: City Manager

ATTEST:

Jamara D. Mason
Secretary

APPROVED AS TO FORM:

By: [Signature]
City Attorney

CITY OF PLACENTIA

Date: 9/21/11, 2011

By: _____
Its: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF YORBA LINDA

Date: _____, 2011

By: _____
Its: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF LA HABRA

Date: _____, 2011

By: _____
Its: _____

ATTEST:

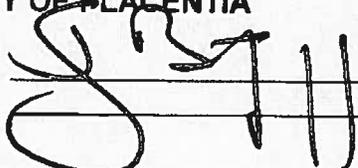
Secretary

APPROVED AS TO FORM:

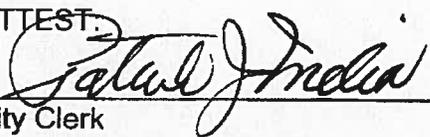
By: _____
City Attorney

CITY OF PLACENTIA

Date: _____, 2011

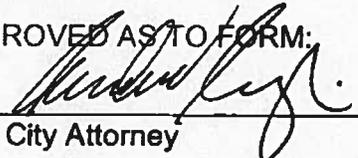
By: 
Its: _____

ATTEST:



City Clerk

APPROVED AS TO FORM:

By: 

City Attorney

CITY OF YORBA LINDA

Date: _____, 2011

By: _____
Its: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF LA HABRA

Date: _____, 2011

By: _____
Its: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF PLACENTIA

Date: _____, 2011

By: _____
Its: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF YORBA LINDA

Date: October 4, 2011

By: Nancy Pellet
Its: Mayor

ATTEST:

Marcia Brown
Secretary

APPROVED AS TO FORM:

By: Toussaint
City Attorney

Date: 11/22, 2011

**COUNTY OF ORANGE / ORANGE
COUNTY WORKFORCE INVESTMENT
BOARD.**

By: Bill Casbell

Its: CHAIRMAN, BOARD OF SUPERVISORS

APPROVED AS TO FORM:

By: [Signature] 10.25.2011
County Counsel

FACSIMILE SIGNATURE AUTHORIZED
PER G.C. SEC. 25103, RESO 79-1535
SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF THE BOARD



ATTEST:
[Signature]
DARLENE J. BLOOM
CLERK OF THE BOARD OF SUPERVISORS
ORANGE COUNTY CALIFORNIA



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on this 24th day of April in accordance with Section 121 (c) of the Workforce Investment Act of 1998, and the laws of the State of California by and between the COUNTY OF ORANGE (hereinafter referred to as "County"), in conjunction with the ORANGE COUNTY WORKFORCE INVESTMENT BOARD and the Orange County Community Development Council, Inc. (hereinafter referred to as "Partner"), to begin on the first day of July, 2000 and to terminate in accordance with the termination provisions provided for herein.

I. One-Stop System

Under the Workforce Investment Act (WIA) a One-Stop operator designated by the Local Workforce Investment Board operates a One-Stop System which may consist of mandatory and voluntary partner agencies. The One-Stop Operator and the mandatory and voluntary partners shall hereinafter be referred to as "Partner Agencies". Partner Agencies, with the exception of the One-Stop Operator must enter into a Memorandum of Understanding (MOU) with the Local Workforce Investment Board, which sets out in broad terms the working arrangements within the One-Stop System.

II. Purpose of Memorandum of Understanding

This MOU is between one Partner Agency, known as Partner, and the County of Orange. The purpose of this Memorandum of Understanding (MOU) is to establish an agreement as to the framework in which one-stop services will be provided for employers, employees, job seekers and others needing workforce services.

III. Common Vision/Mission Statement

The Orange County Workforce Investment Area's vision is to provide the leadership necessary to develop, direct and promote the Workforce Development System throughout Orange County.

1. Partner commits to work on a common vision/mission for the One-Stop System to be completed by January 1, 2001.
2. Partner commits to work on a common vision/mission for the Orange County Workforce Investment System to be completed by January 1, 2001.
3. The vision and mission developed shall be in accord with the WIB vision and mission and shall further the implementation of the one stop and workforce system.

IV. One-Stop Services to be Provided to the Community Under the Workforce Investment Act

Partner agrees to universal access as a critical One-Stop provision and agrees to work with Partner Agencies to adopt policies for the One-Stop System to ensure access for all customers including but not limited to those with special needs, such as A) literacy deficits; B) physical or learning disabilities; C) limited English speakers; and D) others with economic or geographical barriers to service or employment. One-Stop System services provided by Partner may include, but are not limited to:

Core Services

1. Determination of individual eligibility for services under the Community Services Block Grant Program;
2. Outreach, intake (including worker profiling) and orientation to the information and other services available through the one delivery system.

V. Referral

Partner agrees to work with Partner Agencies to: jointly develop implementation processes for common intake and referral, acceptable to each other, and which meet the goals of the One-Stop System; to cross-train or cause to be cross-trained their respective staff on the core and intensive services of each Partner Agency. Partner Agencies, as appropriate, shall mutually determine the necessity of and number of site visits, field trips, and joint training exercises for staff conducting referrals. Partner agrees to work with Partner Agencies to adopt mutually acceptable referral processes and forms and to modify them to changing requirements or day-to-day needs for improvement. To enhance cross referral among the partners, Partner will:

1. Agree to familiarize themselves with the requirements for participation in the programs operated with the various funding streams available to each of the One-Stop Partners.
2. To the extent possible, agree to develop an electronic summary of their program requirements that can be accessed by all Partner Agency's in the One-Stop.
3. Agree to use common intake forms when developed and to the extent possible.
4. Agree to refer clients eligible for Partner Agency programs to the One-Stop Partners for services, and to share information supplied to referred clients.

VI. Customer Service

Partner agrees that the following standards shall govern interactions between job-seeker and employer customers and Partner Agencies :

1. Service to customers

Service to customers shall be prompt and courteous; service shall encourage customer choice among program options in order to assist individuals in meeting their career and business goals

VII. Performance Goals and Standards

Partner agrees to participate in developing the process for analyzing Customer Satisfaction Survey results. The process that is developed shall include the following:

1. Partner commits to customer satisfaction improvement strategies.
2. Surveys will be analyzed within 10 days of receipt, identity of respondents will remain confidential .
3. Surveys that recommend corrective action will be answered with a formal response, when appropriate.
4. Survey results shall be forwarded to the OCWIB staff.

VIII. Breach of Agreement

The following activities may constitute a breach and County shall have the right at its sole discretion to terminate this MOU in accordance with Section XXI herein:

1. Failure to cooperate or follow policies set by the OCWIB; or
2. Failure to cooperate or follow policies set by the One-Stop Operator in cooperation with the Partner Agencies with regard to the staffing or operations of the One-Stop System.

IX. Accessing And Sharing Data

1. Partner agrees to the principles of common reporting and shared information through electronic One-Stop concepts and mechanisms including shared technology.
2. To the extent allowable under each Partner's governing legislation, each Partner commits to share information.
3. Partner commits to participating on an interagency team to address issues surrounding the sharing of information and technology.
4. Data input responsibility will be shared, as appropriate.

X. System Security and Confidentiality

Partner agrees to the following:

1. To comply with the provisions of WIA and applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and/or any other appropriate statutes or requirements.
2. That Information System security provisions shall be agreed upon by Partner Agencies and recorded in an Information Security and Access Agreement to be signed by individuals using the system.
3. That all applications and individual records related to services provided under this MOU, or any MOU's between Partner Agencies and County, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
4. That no person or employee will publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to One-Stop System applicants, participants, or customers overall.
5. To abide by the current confidentiality provisions of respective statutes and share information necessary for the administration of programs operated through the One-Stop System.
6. To share client information necessary for provision of services under the Act; i.e.: assessment; universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.

XI. Grievance Procedures

In the event individuals accessing the One-Stop System file a grievance, the process for filing grievances shall be determined by the services the individual received and the matter about which the grievance is filed. Partner agrees to process and resolve grievances regarding their own programs. Individuals who seek to file a grievance with respect to a WIA program service shall be subject to the WIA grievance procedures

developed by OCV and implemented by the One-Stop operator. To the extent that the grievance is against the One-Stop Operator, County shall process the grievance in accordance with the rules set forth in WIA.

XII. Impasse Resolution

In the event that MOU negotiations between the Partner and County reach an impasse, the parties shall meet and confer in an attempt to come to agreement on the issue(s) involved. Negotiations will be documented by the One-Stop Committee. Failed negotiations will be reported to the OCWIB. Any Partner Agency refusing to sign an MOU may not be represented on the local OCWIB. Alternative representative(s) must be sought, representing the required Partner or funding stream. If agreement cannot be reached, an explanation as to pending solutions may be stated.

In the event that an impasse should arise between the Partner and the OCWIB regarding the terms and conditions, or the performance or administration of this Agreement, the following procedure will be initiated: (1) the OCWIB and the Partner will document the negotiations and efforts that have taken place to resolve the issue. (2) The OCWIB Chairperson or designee will meet with the local elected official(s) and/or the Partner(s) and/or the One-Stop operator to resolve the issue. (3) If an agreement cannot be reached, the OCWIB and Partner shall request assistance from a State agency responsible for administering the Partner program, the Governor, State Board or other appropriate parties.

XIII. Indemnification and Liability

Partner shall indemnify, hold harmless and defend County, its Board of Supervisors, its officers, agents, employees and the Orange County Workforce Investment Board, from any and all claims, demands, loss, liability, injury, death, suits or judgments arising out of or alleged to arise out of or in consequence of Partner's performance of this Agreement, or any act or omission of Partner, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by Partner in violation of Federal, State or County requirements or of this Agreement, or any negligent or intentional acts or omissions of Partner, its officers, agents or employees which injure or damage any participants or other third parties, including County personnel or representatives. Partner shall forthwith remit all sums due County, along with the legal rate of interest, pursuant to this paragraph.

XIV. Non-Discrimination

1. Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical conditions, age, or marital status. Parties shall comply with the provisions of Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations. Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement. Parties to this MOU shall include non-discrimination and compliance provisions of this clause in all related subcontracts or financial agreements.

IN WITNESS HEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

Chief Elected Official(s) – ORANGE COUNTY BOARD OF SUPERVISORS:

Cynthia P. Coad Chairman 4-24-01
SIGNATURE TITLE DATE

Orange County Workforce Investment Board Chair:

David Sluffin Chairman 4/2/01
SIGNATURE TITLE DATE

Other Parties to the Agreement

Agency: Orange County Community Development Council, Inc.

Christine W. Ray Executive Director 12/13/00
SIGNATURE TITLE DATE

SIGNATURE TITLE DATE



SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
ATTEST Darlene J. Bloom
DARLENE J. BLOOM
CLERK OF THE BOARD OF SUPERVISORS
OF ORANGE COUNTY, CALIFORNIA

APPROVED AS TO FORM
Laurence M. Watson, County Counsel
ORANGE COUNTY, CALIFORNIA
Laurence M. Watson
Deputy
Date: 2-21-01

1
2 **III. One-Stop System**

3 Through the collaborative efforts of Federal, State, County, local agencies and business,
4 the Orange County One-Stop Comprehensive Career Centers and One-Stop Satellites
5 (hereinafter referred to as "One-Stop(s)") were designed to provide a coordinated,
6 integrated, customer-friendly, locally driven Workforce Development System. This System
7 will offer all qualified job seekers the opportunity to maximize their employment potential.
8 The One-Stops will offer a variety of information and training services based on individual
9 needs. Employers will be provided access to workers who will support economic
10 development within Orange County.

11 Under Section 121(b), one or more One-Stop Center Operators (hereinafter referred to
12 as "Operator") must be designated by the Local Workforce Investment Board (OCWIB) to
13 operate their respective One-Stop(s) within their Workforce Area. Furthermore, each
14 One-Stop must have certain partners (hereinafter referred to as "Partners") who must
15 provide mandated programs. These mandated programs include:

- 16 1. Veterans Employment and Training Programs
- 17 2. Migrant and Seasonal Farmworker Programs
- 18 3. Indian and Native American Programs
- 19 4. Adult Education and Literacy Programs
- 20 5. Postsecondary Vocational Education Programs
- 21 6. Vocational Rehabilitation
- 22 7. Community Services Block Grant
- 23 8. Unemployment Insurance
- 24 9. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance
- 25 10. Welfare to Work Programs
- 26 11. Title V Programs under the Older Americans Act
- 27 12. Youth Programs
- 28

1
2
3 **IV. Purpose of Memorandum of Understanding (MOU)**

4 This MOU is an agreement developed and executed between the County, in partnership
5 with the OCWIB, and SSA, and is a commitment to the success of the operation of the
6 One-Stop(s) within the County of Orange for the benefit of the County's citizens. This
7 MOU establishes the broad framework in which One-Stop services will be provided.

8 **V. Common Vision and Mission Statement**

9 The OCWIB's vision is to be Orange County's resource for community investment
10 products and services. The OCWIB's mission is to respond to the needs of businesses,
11 job seekers and students through an integrated Workforce Development System. SSA
12 commits to work on a common vision/mission for the One-Stop(s).

13 **VI. Services to be Provided to the Community**

14
15 SSA agrees that universal access is a critical One-Stop provision and agrees to work with
16 other Partners to adopt policies at the One-Stop(s) that ensure access for all customers
17 including those with special needs, such as A) literacy deficits; B) physical or mental
18 disabilities; C) limited English speakers; and D) others with economic or geographical
19 barriers to service or employment.

20
21 **A. Core Services**

22 Under WIA Section 121(b)(1)(A), all Partners must make available to participants those
23 Core Services that are applicable to their program. These Core Services, as defined in
24 WIA Section 134(d)(2), must be universally available to all job seekers. They may
25 include, but are not limited to:

- 26 1. Determination of individual eligibility for services;
27 2. Outreach, intake (including worker profiling) and orientation to the information and
28 other services available through the One-Stop(s);
3. Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;

- 1 5. Provision of employment information and labor market information such as job
2 vacancy listings, job skills necessary to obtain jobs, local in demand occupations,
3 earnings and skill requirements;
- 4 6. Provision of performance information and program cost information on eligible
5 providers of training services;
- 6 7. Provision of information regarding local area performance pursuant to the local
7 performance measures;
- 8 8. Provision of information relating to the availability of supportive services in the local
9 area;
- 10 9. Provision of information regarding the filing of claims for unemployment
11 compensation.
- 12 10. Assistance in establishing eligibility for welfare-to-work activities and programs of
13 financial aid assistance for training and education programs;
- 14 11. Follow-up services for registered participants for not less than 12 months; and
- 15 12. Any other core services as determined by new legislation or policy action by the
16 OCWIB.

17 **B. Intensive Services**

18 All Partners agree to provide those intensive services that are applicable to their
19 program, as defined in WIA Section 134(d)(3)(c), to an individual who is determined by
20 the Operator to be eligible for such services because the individual is:

- 21 1) unemployed and unable to obtain employment through core services;
- 22 2) in need of intensive services to obtain employment; or
- 23 3) employed but in need of intensive services to obtain or retain employment
24 that allows for self sufficiency.

25 These Intensive Services may include, but are not limited to:

- 26
- 27 1. Comprehensive and specialized assessments of client skill levels;
- 28 2. Development of an individual employment plan to identify the employment goals,
achievement objectives, and combinations of services;
3. Group and individual counseling and career planning;

4. Case management for individuals enrolled in training;
5. Prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training; and
6. Any other intensive services as determined by new legislation or policy action by the OCWIB.

C. Training Services

All Partners agree to provide those training services that are applicable to their program, as defined in WIA Section 134(d)(4)(D), to an individual who has been determined by the Operator to be eligible for intensive services and:

- a) is unable to obtain employment;
- b) is in need of training services and who has the skills and qualifications to successfully participate in a training program;
- c) who selects an approved training program that is directly linked to employment opportunities in the local area or in an area to which the individual is willing to relocate;
- d) is not qualified for federal grant assistance programs; and
- e) meets applicable local priority criteria for training services.

These Training services may include, but are not limited to:

1. Occupational skills training, including training for nontraditional employment;
2. On-the-job training;
3. Programs that combine workplace training with related instruction which may include cooperative education;
4. Training programs operated by the private sector;
5. Skill upgrading and retraining;
6. Entrepreneurial training;
7. Job readiness training;
8. Adult education and literacy activities provided in combination with services described in items 1-7 above;

- 1 9. Customized training conducted with a commitment by an employer or group of
- 2 employers to employ an individual upon successful completion of the training; and
- 3 10. Other training services as determined by new legislation, policy action by the
- 4 OCWIB or a Partner's governing legislation.

5

6 **VII. Referral Process**

7 SSA agrees to work with all other Partners to jointly develop implementation processes
8 acceptable to all for common intake and referral. All Partners agree to cross train staff
9 on the services of each of the other participating Partners and the spectrum of related
10 services available through their respective agencies. A mutually acceptable referral
11 process shall be adopted by the Operator and Partner with the commitment to
12 periodically evaluate the process and modify it accordingly as needed. The process
13 and referral methodologies are as follows:

- 14 1. Partner agrees to familiarize themselves with the requirements for participation in the
- 15 programs operated with the various funding streams available to each of the other
- 16 Partners participating in the One-Stop(s).
- 17 2. To the greatest extent possible, Partner agrees to develop an electronic summary of
- 18 their program requirements that can be accessed by the other Partners in the One-
- 19 Stop(s).
- 20 3. To the greatest extent possible, Partner agrees to utilize common intake forms.
- 21 4. Partner agrees to provide reciprocal feedback to the other Partners at the One-
- 22 Stop(s) regarding service provision.

23 **VIII. Customer Service**

24 Employees will be provided with a professional working environment with the
25 appropriate tools needed to achieve the desired positive outcomes for their customers.

26 A professional code of ethics will be created and agreed to by all Partners of the One-
27 Stop(s) consistent with SSA's existing policies, procedures and regulations. All
28 Partners will demonstrate that they are a customer driven organization by adhering to
the following elements:

- 1 1. Service to customers will be prompt and courteous.
- 2 2. Staff will encourage customer choice among program options to assist individuals
- 3 in meeting their career goals.
- 4 3. Staff will actively listen to what customers have to say.
- 5 4. Staff will build positive relationships with their customers through focusing on
- 6 accessibility and management of complaints.
- 7

8 **IX. Performance Goals and Standards**

9 SSA agrees to participate with the other Partners at the One-Stop(s) in developing a
10 process for analyzing customer satisfaction. Specifically:

- 11 1. Each Partner commits to customer satisfaction improvement strategies.
- 12 2. A "Participant Satisfaction Survey" will be made available to all users of the One-
- 13 Stop(s). Completed surveys will be analyzed within 10 days of receipt, maintaining
- 14 confidentiality at all times.
- 15 3. Surveys that recommend change or improvement will be sent to the corresponding
- 16 Partner for their consideration; if warranted, they will take appropriate action in
- 17 accordance with their own guidelines, policies, and operating procedures.
- 18 4. All survey results shall be forwarded to OCWIB staff.
- 19

20 **X. System Operating Expenses**

21 As outlined in 20 CFR Part 662.270, each Partner must contribute a fair share of the
22 operating costs of the One-Stop Delivery System proportionate to the use of the System
23 by individuals attributable to the Partner's programs.

- 24 1. SSA agrees to share in the operating costs of those One-Stop(s) in which their
- 25 staff is co-located. Partners co-located are required to either pay cash or provide in-kind
- 26 services equal to or greater than the amount of their assessed usage fee. Allocation and
- 27 payment of these costs that are attributable to the Partner will be addressed in separate
- 28 Cost Sharing Agreements between the Operator and the Partner. These expenses may
- include, but are not limited to, rent for dedicated space, rent for common space, shared
- staff (*i.e.* receptionist), facility costs, equipment and supplies.

1 2. The Operator will ensure that the shared costs are supported by accurate data, the
2 shared costs are consistently applied over time, and the methodology used in
3 determining the shared costs are reflected in the Cost Sharing Agreements. All Cost
4 Sharing Agreements will be updated and revised on an annual basis. These
5 Agreements will be executed separately for each One-Stop.
6

7 **XI. Accessing and Sharing Data**

8 The WIA emphasizes technology as a critical tool in making possible all aspects of
9 information exchange including client tracking, common case management, reporting
10 and data collection. Therefore, SSA will:

- 11 1. Agree to the principles of common reporting and shared information through electronic
12 mechanisms including shared technology.
- 13 2. Commit to share information to the greatest extent allowable under their
14 governing legislation and confidentiality requirements.
- 15 3. Commit to participating on an interagency team to address issues surrounding
16 the sharing of information and technology.
17

18 **XII. System Security and Confidentiality.**

19 When an individual applies for or receives services from SSA, through the One-
20 Stop(s), all information regarding such application for or receipt of Partner's services
21 shall be confidential information subject to the provisions of 34 CFR Part 361.38 and
22 Title 9 California Code of Regulation, Sections 7140-7143.5.
23

Therefore, SSA agrees to the following:

- 24 1. To comply with provisions of the Workforce Investment Act and applicable sections
25 of the Welfare and Institutes Code, the California Education Code, the
26 Rehabilitation Act, and/or any other appropriate statutes or requirements.
- 27 2. System security provisions shall be agreed upon by all Partners and recorded in an
28 Information Security and Access Agreement to be signed by the staff using the
system.
3. All records of the One-Stop(s) or Partners, including but not limited to applications,

1 eligibility and referral records, or any other individual records related to services
2 provided under this MOU, shall be maintained in the strictest confidence, and shall
3 be used solely for purposes directly related to determining eligibility or delivery of
4 services to such individuals and not open to examination for any purpose not
5 directly connected with the delivery of such services.

6 4. No person shall publish or disclose, use, or permit, cause to be published, disclosed
7 or used, any confidential information pertaining to One-Stop applicants or customers;
8 nor shall referenced confidential information be disclosed absent a court order or a
9 written authorization from the applicant or customer.

10 5. All Partners agree to share client information that is necessary for the provision of
11 services under WIA, i.e.: intake; assessment; program or training referral; job
12 development or placement activities; and other services as needed for employment
13 or program support purposes.

14 15 **XIII. Grievance Procedures**

16 The OCWIB is required to establish and maintain a procedure for grievances and
17 complaints as outlined in 20 CFR Part 667.600. The process for handling grievances and
18 complaints is applicable to both participants as well as Partners. Every effort will be made
19 to preserve confidentiality as grievances are fairly and equitably considered. The
20 procedures will allow the individual or entity filing the complaint to exhaust every
21 administrative level possible in receiving a fair and complete hearing of their grievance, up
22 to the level of appeal to the State Workforce Investment Board and ultimately to the
23 Secretary of the Department of Labor.

24 The County in partnership with the OCWIB and SSA agree to communicate openly and
25 directly to resolve any problems or disputes related to the provisions of services in a
26 cooperative manner and at the lowest level of intervention possible.

27 28 **XIV. Non-Discrimination**

1. California Fair Employment and Housing Act (Government Code Title 2, Division 3,
Part 2.8) - Parties to this MOU shall protect and safeguard the right and opportunity

1 of all persons to seek, obtain, and hold employment without discrimination or
2 abridgment on account of race, religious creed, color, ancestry, national origin,
3 physical disability, mental disability, medical condition, age, marital status, sex, or
4 sexual orientation.

- 5 2. Americans with Disabilities Act of 1990 (ADA) – Parties to this MOU shall assure their
6 own compliance with Title I of the ADA which prohibits discrimination against qualified
7 individuals with disabilities in job application procedures, hiring, firing, advancement,
8 compensation, job training, and other terms, conditions and privileges of employment.
- 9 3. Parties to this MOU shall include non-discrimination and compliance provisions of
10 these clauses in all related subcontracts and agreements.

11 12 **XV. Administrative and Operations Management**

- 13 1. It is understood that SSA and its staff are subject to existing personnel policies,
14 procedures, regulations and statutes as well as applicable collective bargaining
15 agreements. OCWIB will assure that the Operator will work with SSA in developing
16 and implementing policies and procedures for the One-Stop(s), in order to avoid
17 inconsistencies with SSA's existing policies, procedures, regulations
18 and collective bargaining agreements.
- 19 2. A separate document, "One-Stop Operating Agreement Pursuant to the Workforce
20 Investment Act of 1998", will be executed between the Operator and SSA. This
21 agreement will define the manner in which the Partners will participate in the One-
22 Stop(s). This will include, at a minimum, arrangements for supervision, scheduled
23 hours of operation, procedures for referral, resource sharing, definitions of program
24 design, scope of services, capacity building and dispute resolution.

25 26 **XVI. Marketing**

27 SSA agrees to collaborate, to the extent allowable by their applicable laws,
28 regulations and policies, with other Partners on a marketing strategy informing job
seekers, employed individuals, employers, and the community at large about the

1 services available through the One-Stop(s). Resources available to enhance joint
2 marketing efforts might include web site development, public education/information,
3 speaker's bureau, One-Stop brochures/flyers, media coverage and/or public television
4 or radio.

5
6 **XVII. Modification Process**

7 Any Party to this MOU may request a modification to this MOU. Such requests must
8 be in writing and must be agreed to by all Parties. Modifications to this MOU must be
9 in writing, signed and dated, and entered into with the same degree of formality as that
10 required for entry into the original MOU. If any provision of this MOU is found to be
11 invalid, the remainder of the MOU shall not be affected.

12
13 **XVIII. Duration of the MOU**

14 The term of this MOU shall commence on August 1, 2007, and shall remain in
15 effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA).
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1 **IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms
2 and conditions contained herein and have duly authorized and caused this MOU to be executed as of
3 the date stated below written. There are no oral understandings of the Parties or terms and conditions
4 other than as are stated herein.

5 ORANGE COUNTY SOCIAL SERVICES AGENCY*

6 Dated: 9/13/07 By: [Signature]
7
8 Title: Ingrid Harita, Director

9 Dated: _____ By: _____
10
11 Title: _____

12 * For Partner Agencies that are **corporations**, Cal. Corporations Code sec. 313 signature requirements are as follows:
13 1) One signature by the Chairman of the Board, the President or any Vice President, and 2) One signature by the Secretary,
14 any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
15 For Partner Agencies that are **not corporations**, the person who has authority to bind the Contractor/Vendor to a contract
16 must sign on one of the lines above.

15 ORANGE COUNTY WORKFORCE INVESTMENT BOARD

16 Dated: 9/5/07 By: [Signature]
17
18 Title: Chairman

19 "COUNTY OF ORANGE a political subdivision of the
20 State of California"

20 Dated: 9/10/07 By: [Signature]
21
22 Chair, Orange County
23 Board of Supervisors

23 SIGNED AND CERTIFIED THAT A COPY OF THIS
24 AGREEMENT HAS BEEN DELIVERED TO THE
25 CHAIRMAN OF THE BOARD

25 Dated: 9/10/07 By: [Signature]
26
27 Darlene J. Bloom
28 Clerk of the Board of Supervisors
Orange County, California



APPROVED AS TO FORM:
COUNTY COUNSEL

Dated: 6-22-07 By: [Signature]
Deputy

1 **MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE COUNTY OF ORANGE**
4 **IN PARTNERSHIP WITH THE**
5 **ORANGE COUNTY WORKFORCE INVESTMENT BOARD**
6 **AND**
7 **ORANGE COUNTY ASIAN AND PACIFIC ISLANDER COMMUNITY ALLIANCE**
8

9 This Memorandum of Understanding (MOU) is entered into on this 1st day of February, 2011
10 in accordance with Section 121(c) of the Workforce Investment Act of 1998, and the applicable
11 laws of the State of California by and between the COUNTY OF ORANGE (hereinafter referred
12 to as "County"), in partnership with the ORANGE COUNTY WORKFORCE INVESTMENT
13 BOARD (hereinafter referred to as "OCWIB") and the Orange County Asian and Pacific
14 Islander Community Alliance (hereinafter referred to as "OCAPICA").
15

16 **I. Purpose of the Workforce Investment Act of 1998**

17 The purpose of the Workforce Investment Act of 1998 (codified as 29 U.S.C. § 2801 et
18 seq., hereinafter referred to as "WIA") is to provide workforce investment activities that
19 increase the employment, retention, and earnings of participants, and increase the
20 occupational skill attainment by participants, which will improve the quality of the
21 workforce, reduce welfare dependency and enhance the productivity and competitiveness
22 of the Nation's economy. This purpose is achieved through the Workforce Investment
23 System.
24

25 **II. Relationship between the County and the OCWIB**

26 The WIA authorizes the appointment of local Workforce Investment Boards whose
27 members are selected by the County in workforce regions designated by the Governor of
28 the State of California. Accordingly, the County has appointed members of the OCWIB

1 for the Orange County Workforce Investment Area. Responsibility for the success of the
2 Workforce System rests with a partnership between the OCWIB and the Orange County
3 Board of Supervisors.

5 **III. One-Stop System**

6 Through the collaborative efforts of Federal, State, County, local agencies and business,
7 the Orange County One-Stop Comprehensive Career Centers and One-Stop Satellites
8 (hereinafter referred to as "One-Stop(s)") are designed to provide a coordinated,
9 integrated, customer-friendly, locally driven Workforce Development System. This System
10 offers qualified job seekers the opportunity to maximize their employment potential. The
11 One-Stops offer a variety of information and training services based on individual needs.
12 Employers are provided access to workers who will support economic development within
13 Orange County.

14 Under WIA Section 121(b) [29 U.S.C. § 2841(b)], one or more One-Stop Center
15 Operators (hereinafter referred to as "Operator") must be designated by the Local
16 Workforce Investment Board (OCWIB) to operate their respective One-Stop(s) within
17 their Workforce Area. Furthermore, each One-Stop must have certain partners
18 (hereinafter referred to as "Partners") who must provide mandated programs. These
19 mandated programs include:

- 20 1. Veterans Employment and Training Programs
- 21 2. Migrant and Seasonal Farm Worker Programs
- 22 3. Indian and Native American Programs
- 23 4. Adult Education and Literacy Programs
- 24 5. Postsecondary Vocational Education Programs
- 25 6. Vocational Rehabilitation
- 26 7. Community Services Block Grant
- 27 8. Unemployment Insurance
- 28 9. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance

1 10. Welfare to Work Programs

2 11. Title V Programs under the Older Americans Act

3 12. Youth Programs

4
5 **IV. Purpose of Memorandum of Understanding (MOU)**

6 This MOU is an agreement developed and executed between the County, in partnership
7 with the OCWIB and OCAPICA, and is a commitment to the success of the operation of
8 the One-Stop(s) within the County of Orange for the benefit of the County's citizens. This
9 MOU establishes the broad framework by which One-Stop services will be provided.

10 **V. Common Vision and Mission Statement**

11 The OCWIB's vision is to be Orange County's resource for community investment
12 products and services. The OCWIB's mission is to respond to the needs of businesses,
13 job seekers and students through an integrated Workforce Development System.
14 OCAPICA commits to a common vision/mission for the One-Stop(s).

15 **VI. Services to be Provided to the Community**

16
17 OCAPICA agrees that universal access is a critical One-Stop provision and agrees to work
18 with other Partners to adopt policies at the One-Stop(s) that ensure access for all
19 customers including those with special needs, such as literacy deficits, physical or mental
20 disabilities, limited English speakers and those with economic or geographical barriers to
21 service or employment.

22
23 **A. Core Services**

24 Under WIA Section 121(b)(1)(A) [29 U.S.C. § 2841(b)(1)(A)], OCAPICA must make
25 available to participants those Core Services that are applicable to their program. These
26 Core Services, as defined in WIA Section 134(d)(2), must be universally available to all
27 job seekers. They shall include, but are not limited to:

- 28 1. Determination of individual eligibility for services;

2. Outreach, intake (including worker profiling) and orientation to the information and other services available through the One-Stop(s);
3. Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment information and labor market information such as job vacancy listings, job skills necessary to obtain jobs, local in demand occupations, earnings and skill requirements;
6. Provision of performance information and program cost information on eligible providers of training services;
7. Provision of information regarding local area performance pursuant to the local performance measures;
8. Provision of information relating to the availability of supportive services in the local area;
9. Provision of information regarding the filing of claims for unemployment compensation;
10. Assistance in establishing eligibility for welfare-to-work activities and programs of financial assistance for training and education programs;
11. Follow-up services for registered participants for not less than 12 months; and
12. Any other Core Services as determined by new legislation or policy action by the OCWIB.

B. Intensive Services

OCAPICA agrees to provide those intensive services that are applicable to their program, as defined in WIA Section 134(d)(3)(C) [29 U.S.C. § (d)(3)(C)] , to an individual who is determined by the Operator to be eligible for such services because the individual is:

- 1) unemployed and unable to obtain employment through core services;
- 2) in need of intensive services to obtain employment; or
- 3) employed but in need of intensive services to obtain or retain employment

1 that allows for self sufficiency.

2 These intensive services may include, but are not limited to:

- 3
- 4 1. Comprehensive and specialized assessments of client skill levels;
 - 5 2. Development of an employment plan to identify services needed and individualized
 - 6 employment goals;
 - 7 3. Group and individual counseling and career planning;
 - 8 4. Case management for individuals enrolled in training;
 - 9 5. Prevocational services, including development of learning skills, communication
 - 10 skills, interviewing skills, punctuality, personal maintenance skills, and professional
 - 11 conduct, to prepare individuals for unsubsidized employment or training; and
 - 12 6. Any other intensive services as determined by new legislation or policy action by the
 - 13 OCWIB.
- 14

15 **C. Training Services**

16 OCAPICA agrees to provide those training services that are applicable to their program,
17 as defined in WIA Section 134(d)(4)(D) [29 U.S.C. § (d)(4)(D)], to an individual who has
18 been determined by the Operator to be eligible for intensive services and:

- 19 a) is unable to obtain employment;
- 20 b) is in need of training services and who has the skills and qualifications to successfully
- 21 participate in a training program;
- 22 c) who selects an approved training program that is directly linked to employment
- 23 opportunities in the local area or in an area to which the individual is willing to re-locate;
- 24 d) is not qualified for federal grant assistance programs; and
- 25 e) meets applicable local priority criteria for training services.
- 26

27 These training services may include, but are not limited to:

- 28 1. Occupational skills training, including training for nontraditional employment;

- 1 2. On-the-job training;
- 2 3. Programs that combine workplace training with related instruction which may
- 3 include cooperative education;
- 4 4. Training programs operated by the private sector;
- 5 5. Skill upgrading and retraining;
- 6 6. Entrepreneurial training;
- 7 7. Job readiness training;
- 8 8. Adult education and literacy activities provided in combination with services
- 9 described in items 1-7 above;
- 10 9. Customized training conducted with a commitment by an employer or group of
- 11 employers to employ an individual upon successful completion of the training; and
- 12 10. Other training services as determined by new legislation or policy action by the
- 13 OCWIB.

14 **VII. Referral Process**

15 OCAPICA agrees to work with all other Partners to jointly develop implementation
16 processes acceptable to all for common intake and referral. All Partners agree to cross
17 train staff on the services of each of the other participating Partners and the spectrum
18 of related services available through their respective agencies. A mutually acceptable
19 referral process shall be adopted by the Operator and Partner with the commitment to
20 periodically evaluate the process and modify it accordingly, as needed. The process
21 and referral methodologies are as follows:

- 22 1. OCAPICA agrees to familiarize itself with the requirements for participation in the
- 23 programs operated with the various funding streams available to each of the other
- 24 Partners participating in the One-Stop(s).
- 25 2. To the greatest extent possible, OCAPICA agrees to develop an electronic summary
- 26 of their program requirements that can be accessed by the other Partners in the One-
- 27 Stop(s).
- 28 3. To the greatest extent possible, OCAPICA agrees to utilize common intake forms.

- 1 4. OCAPICA agrees to provide reciprocal feedback to the other Partners at the One-
2 Stop(s) regarding service provision.

3
4 **VIII. Customer Service**

5 OCAPICA shall provide all employees with a professional working environment with the
6 appropriate tools needed to achieve the desired positive outcomes for their customers.

7 A professional code of ethics shall be created and agreed to by all Partners of the One-
8 Stop(s) consistent with OCAPICA's existing policies, procedures and regulations. All
9 Partners will demonstrate that they are customer driven organizations by adhering to
10 the following elements:

- 11 1. Service to customers will be prompt and courteous.
12 2. Staff will encourage customer choice among program options to assist individuals
13 in meeting their career goals.
14 3. Staff will actively listen to what customers have to say.
15 4. Staff will build positive relationships with their customers through focusing on
16 accessibility and management of complaints.

17 **IX. Performance Goals and Standards**

18 OCAPICA agrees to participate with the other Partners at the One-Stop(s) in developing
19 a process for analyzing customer satisfaction. Specifically:

- 20 1. OCAPICA will provide a "Participant Satisfaction Survey" to all users of the One-
21 Stop(s). Completed surveys shall be analyzed within ten (10) days of receipt,
22 maintaining confidentiality at all times.
23 2. OCAPICA agrees that all Surveys that recommend change or improvement will be sent
24 to the corresponding Partner for their consideration; if warranted, OCAPICA will take
25 appropriate action in response to Survey results, in accordance with their own
26 guidelines, policies, and operating procedures.
27 3. All survey results shall be forwarded to OCWIB staff.
28

X. System Operating Expenses

As outlined in 20 CFR Part 662.270, each co-located Partner must contribute a fair share of the operating costs of the One-Stop Delivery System proportionate to the use of the System by individuals attributable to the Partner's programs.

1. OCAPICA agrees to share in the operating costs of those One-Stop(s) in which their staff is co-located. Partners co-located are required to either pay cash or provide in-kind services equal to or greater than the amount of their assessed usage fee. Allocation and payment of these costs that are attributable to the Partner Agency will be addressed in separate Cost Sharing Agreements between the Operator and the Partner Agency. These expenses may include, but are not limited to, rent for dedicated space, rent for common space, shared staff (*i.e.* receptionist), facility costs, equipment and supplies.
2. The Operator will ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in the Cost Sharing Agreements. All Cost Sharing Agreements, if applicable, will be updated and revised on an annual basis. These Agreements will be executed separately for each One-Stop.

XI. Accessing and Sharing Data

The WIA emphasizes technology as a critical tool in making possible all aspects of information exchange including client tracking, common case management, reporting and data collection. Therefore, OCAPICA:

1. Agrees to the principles of common reporting and shared information through electronic mechanisms including shared technology.
2. Commits to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
3. Commits to participating on an interagency team to address issues surrounding the sharing of information and technology.

XII. System Security and Confidentiality.

When an individual applies for or receives services from OCAPICA, through the One-Stop(s), all information regarding such application for or receipt of Partner Agency's services shall be confidential information subject to the provisions of 34 CFR Part 361.38 and Title 9 California Code of Regulation, Sections 7140-7143.5.

Therefore, OCAPICA agrees:

1. To comply with provisions of the WIA and applicable sections of the Welfare and Institutes Code, the California Education Code, the Rehabilitation Act, and/or any other appropriate federal state and local statutes or requirements.
2. To comply and maintain system security provisions agreed upon by all Partners and recorded in an Information Security and Access Agreement to be signed by the staff using the system.
3. To hold and maintain all records of the One-Stop(s) Partners, and Partner Agency including but not limited to applications, eligibility and referral records, or any other individual records related to services provided under this MOU, in the strictest confidence, and shall be used solely for purposes directly related to determining eligibility or delivery of services to such individuals and not open to examination for any purpose not directly connected with the delivery of such services.
4. Not to permit any person to publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to One-Stop applicants or customers; nor shall referenced confidential information be disclosed absent a court order or a written authorization from the applicant or customer.
5. To share client information with other Partners that is necessary for the provision of services under the WIA, i.e.: intake; assessment; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.

XIII. Grievance Procedures

The OCWIB is required to establish and maintain a procedure for grievances and complaints as outlined in 20 CFR Part 667.600. The process for handling grievances and complaints is applicable to both participants as well as Partners. Every effort will be made to preserve confidentiality as grievances are fairly and equitably considered. The procedures will allow the individual or entity filing the complaint to exhaust every administrative level possible in receiving a fair and complete hearing of their grievance, up to the level of appeal to the State Workforce Investment Board and ultimately to the Secretary of the Department of Labor.

The County in partnership with the OCWIB and OCAPICA agree to communicate openly and directly to resolve any problems or disputes related to the provisions of services in a cooperative manner and at the lowest level of intervention possible.

XIV. Non-Discrimination

OCAPICA agrees to comply with all federal, state and local non-discrimination provisions, including:

1. California Fair Employment and Housing Act (Government Code Title 2, Division 3, Part 2.8) - Parties to this MOU shall protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment on account of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, age, marital status, sex, or sexual orientation.
2. Americans with Disabilities Act of 1990 (ADA) – Parties to this MOU shall assure their own compliance with Title I of the ADA which prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions and privileges of employment.
3. OCAPICA shall include non-discrimination and compliance provisions of these clauses in all related subcontracts and agreements.

1
2 **XV. Administrative and Operations Management**

- 3 1. It is understood that OCAPICA and its staff are subject to existing personnel
4 policies, procedures, regulations and statutes as well as applicable collective
5 bargaining agreements. OCWIB will ensure that the Operator will work with
6 OCAPICA in developing and implementing policies and procedures for the One-
7 Stop(s), in order to avoid inconsistencies between existing policies, procedures,
8 regulations and collective bargaining agreements.
- 9 2. A separate document, "One-Stop Operating Agreement Pursuant to the Workforce
10 Investment Act of 1998", will be executed between the Operator and OCAPICA.
11 This agreement will define, to the extent not addressed herein, the manner in which
12 the Partners will participate in the One-Stop(s). This will include, at a minimum,
13 arrangements for supervision, scheduled hours of operation, procedures for
14 referral, resource sharing, definitions of program design, scope of services, capacity
15 building and dispute resolution.

16
17 **XVI. Marketing**

18 OCAPICA agrees to collaborate, to the extent allowable by their regulations and
19 policies, with other Partners on a marketing strategy informing job seekers, employed
20 individuals, employers, and the community at large about the services available
21 through the One-Stop(s). Resources available to enhance joint marketing efforts
22 might include web site development, public education/information, speaker's bureau,
23 One-Stop brochures/flyers, media coverage and/or public television or radio.

24
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26 Any party to this MOU may request a modification to this MOU. Such requests must
27 be in writing and must be agreed to by all parties. Modifications to this MOU must be
28 signed and dated, and entered into with the same degree of formality as that required

1 for entry into the original MOU. If any provision of this MOU is found to be invalid, the
2 remainder of the MOU shall not be affected.

3
4 **XVIII. Duration of the MOU**

5 The term of this MOU shall commence on February 1, 2011, and shall remain in
6 effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA).
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1 **IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms
2 and conditions contained herein and have duly authorized and caused this MOU to be executed as of
3 the date stated below written. There are no oral understandings of the parties or terms and conditions
4 other than as are stated herein.

5 ORANGE COUNTY ASIAN AND PACIFIC
6 ISLANDER COMMUNITY ALLIANCE

7 Dated: 12/21/10

8 By: *Manjama Rao*

9 Title: Executive Director

10 Dated: 12/28/10

11 By: *Rami P. Prathe*

12 Title: DIRECTOR OF ADMIN. & FINANCE

13 * For Partner Agencies that are **corporations**, Cal. Corporations Code sec. 313 signature requirements are as follows:
14 1) One signature by the Chairman of the Board, the President or any Vice President, and 2) One signature by the Secretary,
15 any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. For Partner Agencies that are **not**
16 **corporations**, the person who has authority to bind the Contractor/Vendor to a contract must sign on one of the lines above.

17 ORANGE COUNTY WORKFORCE INVESTMENT BOARD

18 Dated: _____

19 By: *Peter Agarwal*

20 Peter Agarwal
21 Chair, OCWIB

22 "COUNTY OF ORANGE a political subdivision of the
23 State of California"

24 Dated: 1-25-11

25 By: *Bill Campbell*

26 Bill Campbell
27 Chair, Orange County Board of Supervisors

28 SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF
THE BOARD PER G.C. SEC. 25103, RESO 79-1535

Dated: 1-25-11

By: *Darlene J. Bloom*

Darlene J. Bloom
Clerk of the Board of Supervisors



APPROVED AS TO FORM:
COUNTY COUNSEL

Dated: 12.28.10

By: *John H. Abbott*

John H. Abbott
Deputy

1 for the Orange County Workforce Investment Area. Responsibility for the success of the
2 Workforce System rests with a partnership between the OCWIB and the Orange County
3 Board of Supervisors.

4 5 **III. One-Stop System**

6 Through the collaborative efforts of Federal, State, County, local agencies and business,
7 the Orange County One-Stop Comprehensive Career Centers and One-Stop Satellites
8 (hereinafter referred to as "One-Stop(s)") are designed to provide a coordinated,
9 integrated, customer-friendly, locally driven Workforce Development System. This System
10 offers qualified job seekers the opportunity to maximize their employment potential. The
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15 Operators (hereinafter referred to as "Operator") must be designated by the Local
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18 (hereinafter referred to as "Partners") who must provide mandated programs. These
19 mandated programs include:

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5 **IV. Purpose of Memorandum of Understanding (MOU)**

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7 with the OCWIB and OCCC, and is a commitment to the success of the operation of the
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9 MOU establishes the broad framework by which One-Stop services will be provided.

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12 products and services. The OCWIB's mission is to respond to the needs of businesses,
13 job seekers and students through an integrated Workforce Development System. OCCC
14 commits to a common vision/mission for the One-Stop(s).

15 **VI. Services to be Provided to the Community**

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17 OCCC agrees that universal access is a critical One-Stop provision and agrees to work
18 with other Partners to adopt policies at the One-Stop(s) that ensure access for all
19 customers including those with special needs, such as literacy deficits, physical or mental
20 disabilities, limited English speakers and those with economic or geographical barriers to
21 service or employment.

22
23 **A. Core Services**

24 Under WIA Section 121(b)(1)(A) [29 U.S.C. § 2841(b)(1)(A)], OCCC must make
25 available to participants those Core Services that are applicable to their program. These
26 Core Services, as defined in WIA Section 134(d)(2), must be universally available to all
27 job seekers. They shall include, but are not limited to:

- 28 1. Determination of individual eligibility for services;

2. Outreach, intake (including worker profiling) and orientation to the information and other services available through the One-Stop(s);
3. Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment information and labor market information such as job vacancy listings, job skills necessary to obtain jobs, local in demand occupations, earnings and skill requirements;
6. Provision of performance information and program cost information on eligible providers of training services;
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10. Assistance in establishing eligibility for welfare-to-work activities and programs of financial assistance for training and education programs;
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B. Intensive Services

OCCC agrees to provide those intensive services that are applicable to their program, as defined in WIA Section 134(d)(3)(C) [29 U.S.C. § (d)(3)(C)] , to an individual who is determined by the Operator to be eligible for such services because the individual is:

- 1) unemployed and unable to obtain employment through core services;
- 2) in need of intensive services to obtain employment; or
- 3) employed but in need of intensive services to obtain or retain employment that allows for self sufficiency.

1 These intensive services may include, but are not limited to:

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- 3 2. Development of an employment plan to identify services needed and individualized
- 4 employment goals;
- 5 3. Group and individual counseling and career planning;
- 6 4. Case management for individuals enrolled in training;
- 7 5. Prevocational services, including development of learning skills, communication
- 8 skills, interviewing skills, punctuality, personal maintenance skills, and professional
- 9 conduct, to prepare individuals for unsubsidized employment or training; and
- 10 6. Any other intensive services as determined by new legislation or policy action by the
- 11 OCWIB.
- 12

13 **C. Training Services**

14 OCCC agrees to provide those training services that are applicable to their program, as
15 defined in WIA Section 134(d)(4)(D) [29 U.S.C. § (d)(4)(D)], to an individual who has
16 been determined by the Operator to be eligible for intensive services and:

- 17 a) is unable to obtain employment;
- 18 b) is in need of training services and who has the skills and qualifications to successfully
- 19 participate in a training program;
- 20 c) who selects an approved training program that is directly linked to employment
- 21 opportunities in the local area or in an area to which the individual is willing to re-locate;
- 22 d) is not qualified for federal grant assistance programs; and
- 23 e) meets applicable local priority criteria for training services.
- 24

25 These training services may include, but are not limited to:

- 26 1. Occupational skills training, including training for nontraditional employment;
- 27 2. On-the-job training;
- 28

- 1 3. Programs that combine workplace training with related instruction which may
- 2 include cooperative education;
- 3 4. Training programs operated by the private sector;
- 4 5. Skill upgrading and retraining;
- 5 6. Entrepreneurial training;
- 6 7. Job readiness training;
- 7 8. Adult education and literacy activities provided in combination with services
- 8 described in items 1-7 above;
- 9 9. Customized training conducted with a commitment by an employer or group of
- 10 employers to employ an individual upon successful completion of the training; and
- 11 10. Other training services as determined by new legislation or policy action by the
- 12 OCWIB.

13 **VII. Referral Process**

14 OCCC agrees to work with all other Partners to jointly develop implementation
15 processes acceptable to all for common intake and referral. All Partners agree to cross
16 train staff on the services of each of the other participating Partners and the spectrum
17 of related services available through their respective agencies. A mutually acceptable
18 referral process shall be adopted by the Operator and Partner with the commitment to
19 periodically evaluate the process and modify it accordingly, as needed. The process
20 and referral methodologies are as follows:

- 21 1. OCCC agrees to familiarize itself with the requirements for participation in the
- 22 programs operated with the various funding streams available to each of the other
- 23 Partners participating in the One-Stop(s).
- 24 2. To the greatest extent possible, OCCC agrees to develop an electronic summary of
- 25 their program requirements that can be accessed by the other Partners in the One-
- 26 Stop(s).
- 27 3. To the greatest extent possible, OCCC agrees to utilize common intake forms.
- 28

- 1 4. OCCC agrees to provide reciprocal feedback to the other Partners at the One-
2 Stop(s) regarding service provision.

3
4 **VIII. Customer Service**

5 OCCC shall provide all employees with a professional working environment with the
6 appropriate tools needed to achieve the desired positive outcomes for their customers.

7 A professional code of ethics shall be created and agreed to by all Partners of the One-
8 Stop(s) consistent with OCCC's existing policies, procedures and regulations. All
9 Partners will demonstrate that they are customer driven organizations by adhering to
10 the following elements:

- 11 1. Service to customers will be prompt and courteous.
12 2. Staff will encourage customer choice among program options to assist individuals
13 in meeting their career goals.
14 3. Staff will actively listen to what customers have to say.
15 4. Staff will build positive relationships with their customers through focusing on
16 accessibility and management of complaints.

17 **IX. Performance Goals and Standards**

18 OCCC agrees to participate with the other Partners at the One-Stop(s) in developing a
19 process for analyzing customer satisfaction. Specifically:

- 20 1. OCCC will provide a "Participant Satisfaction Survey" to all users of the One-Stop(s).
21 Completed surveys shall be analyzed within ten (10) days of receipt, maintaining
22 confidentiality at all times.
23 2. OCCC agrees that all Surveys that recommend change or improvement will be sent to
24 the corresponding Partner for their consideration; if warranted, OCCC will take
25 appropriate action in response to Survey results, in accordance with their own
26 guidelines, policies, and operating procedures.
27 3. All survey results shall be forwarded to OCWIB staff.
28

X. System Operating Expenses

As outlined in 20 CFR Part 662.270, each co-located Partner must contribute a fair share of the operating costs of the One-Stop Delivery System proportionate to the use of the System by individuals attributable to the Partner's programs.

1. OCCC agrees to share in the operating costs of those One-Stop(s) in which their staff is co-located. Partners co-located are required to either pay cash or provide in-kind services equal to or greater than the amount of their assessed usage fee. Allocation and payment of these costs that are attributable to the Partner Agency will be addressed in separate Cost Sharing Agreements between the Operator and the Partner Agency. These expenses may include, but are not limited to, rent for dedicated space, rent for common space, shared staff (*i.e.* receptionist), facility costs, equipment and supplies.
2. The Operator will ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in the Cost Sharing Agreements. All Cost Sharing Agreements, if applicable, will be updated and revised on an annual basis. These Agreements will be executed separately for each One-Stop.

XI. Accessing and Sharing Data

The WIA emphasizes technology as a critical tool in making possible all aspects of information exchange including client tracking, common case management, reporting and data collection. Therefore, OCCC:

1. Agrees to the principles of common reporting and shared information through electronic mechanisms including shared technology.
2. Commits to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
3. Commits to participating on an interagency team to address issues surrounding the sharing of information and technology.

XII. System Security and Confidentiality.

When an individual applies for or receives services from OCCC, through the One-Stop(s), all information regarding such application for or receipt of Partner Agency's services shall be confidential information subject to the provisions of 34 CFR Part 361.38 and Title 9 California Code of Regulation, Sections 7140-7143.5.

Therefore, OCCC agrees:

1. To comply with provisions of the WIA and applicable sections of the Welfare and Institutes Code, the California Education Code, the Rehabilitation Act, and/or any other appropriate federal state and local statutes or requirements.
2. To comply and maintain system security provisions agreed upon by all Partners and recorded in an Information Security and Access Agreement to be signed by the staff using the system.
3. To hold and maintain all records of the One-Stop(s) Partners, and Partner Agency including but not limited to applications, eligibility and referral records, or any other individual records related to services provided under this MOU, in the strictest confidence, and shall be used solely for purposes directly related to determining eligibility or delivery of services to such individuals and not open to examination for any purpose not directly connected with the delivery of such services.
4. Not to permit any person to publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to One-Stop applicants or customers; nor shall referenced confidential information be disclosed absent a court order or a written authorization from the applicant or customer.
5. To share client information with other Partners that is necessary for the provision of services under the WIA, i.e.: intake; assessment; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.

XIII. Grievance Procedures

The OCWIB is required to establish and maintain a procedure for grievances and complaints as outlined in 20 CFR Part 667.600. The process for handling grievances and complaints is applicable to both participants as well as Partners. Every effort will be made to preserve confidentiality as grievances are fairly and equitably considered. The procedures will allow the individual or entity filing the complaint to exhaust every administrative level possible in receiving a fair and complete hearing of their grievance, up to the level of appeal to the State Workforce Investment Board and ultimately to the Secretary of the Department of Labor.

The County in partnership with the OCWIB and OCCC agree to communicate openly and directly to resolve any problems or disputes related to the provisions of services in a cooperative manner and at the lowest level of intervention possible.

XIV. Non-Discrimination

OCCC agrees to comply with all federal, state and local non- discrimination provisions, including:

1. California Fair Employment and Housing Act (Government Code Title 2, Division 3, Part 2.8) - Parties to this MOU shall protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment on account of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, age, marital status, sex, or sexual orientation.
2. Americans with Disabilities Act of 1990 (ADA) – Parties to this MOU shall assure their own compliance with Title I of the ADA which prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions and privileges of employment.
3. OCCC shall include non-discrimination and compliance provisions of these clauses in all related subcontracts and agreements.

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XV. Administrative and Operations Management

1. It is understood that OCCC and its staff are subject to existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. OCWIB will ensure that the Operator will work with OCCC in developing and implementing policies and procedures for the One-Stop(s), in order to avoid inconsistencies between existing policies, procedures, regulations and collective bargaining agreements.
2. A separate document, "One-Stop Operating Agreement Pursuant to the Workforce Investment Act of 1998", will be executed between the Operator and OCCC. This agreement will define, to the extent not addressed herein, the manner in which the Partners will participate in the One-Stop(s). This will include, at a minimum, arrangements for supervision, scheduled hours of operation, procedures for referral, resource sharing, definitions of program design, scope of services, capacity building and dispute resolution.

XVI. Marketing

OCCC agrees to collaborate, to the extent allowable by their regulations and policies, with other Partners on a marketing strategy informing job seekers, employed individuals, employers, and the community at large about the services available through the One-Stop(s). Resources available to enhance joint marketing efforts might include web site development, public education/information, speaker's bureau, One-Stop brochures/flyers, media coverage and/or public television or radio.

XVII. Modification Process

Any party to this MOU may request a modification to this MOU. Such requests must be in writing and must be agreed to by all parties. Modifications to this MOU must be signed and dated, and entered into with the same degree of formality as that required

1 for entry into the original MOU. If any provision of this MOU is found to be invalid, the
2 remainder of the MOU shall not be affected.

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4 **XVIII. Duration of the MOU**

5 The term of this MOU shall commence on February 1, 2011, and shall remain in
6 effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA).
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1 **IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms
2 and conditions contained here in and have duly authorized and caused this MOU to be executed as of
3 the date stated below written. There are no oral understandings of the parties or terms and conditions
4 other than as are stated herein.

ORANGE COUNTY CONSERVATION CORPS

4 Dated: 12.20.10

By: 
Title: CEO

6 Dated: 1/3/11

By: 
Title: CEO

9 * For Partner Agencies that are **corporations**, Cal. Corporations Code sec. 313 signature requirements are as follows:
10 1) One signature by the Chairman of the Board, the President or any Vice President, and 2) One signature by the Secretary,
11 any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. For Partner Agencies that are **not**
12 **corporations**, the person who has authority to bind the Contractor/Vendor to a contract must sign on one of the lines above.

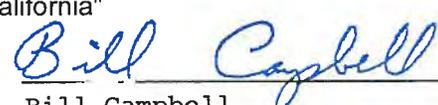
ORANGE COUNTY WORKFORCE INVESTMENT BOARD

12 Dated: _____

By: 
Peter Agarwal
Chair, OCWIB

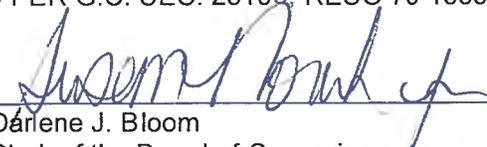
"COUNTY OF ORANGE a political subdivision of the
State of California"

17 Dated: 1-25-11

By: 
Bill Campbell
Chair, Orange County Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF
THE BOARD PER G.C. SEC. 25103, RESO 79-1535

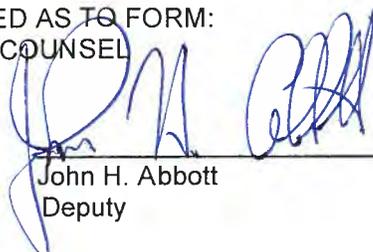
22 Dated: 1-25-11

By: 
Darlene J. Bloom
Clerk of the Board of Supervisors



APPROVED AS TO FORM:
COUNTY COUNSEL

27 Dated: 12.28.10

By: 
John H. Abbott
Deputy



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on this 24th day of April in accordance with Section 121 (c) of the Workforce Investment Act of 1998, and the laws of the State of California by and between the COUNTY OF ORANGE (hereinafter referred to as "County"), in conjunction with the ORANGE COUNTY WORKFORCE INVESTMENT BOARD and Regional Occupational Programs (hereinafter referred to as "Partner"), to begin on the first day of July, 2000 and to terminate in accordance with the termination provisions provided for herein.

I. One-Stop System

Under the Workforce Investment Act (WIA) a One-Stop operator designated by the Local Workforce Investment Board operates a One-Stop System which may consist of mandatory and voluntary partner agencies. The One-Stop Operator and the mandatory and voluntary partners shall hereinafter be referred to as "Partner Agencies". Partner Agencies, with the exception of the One-Stop Operator must enter into a Memorandum of Understanding (MOU) with the Local Workforce Investment Board, which sets out in broad terms the working arrangements within the One-Stop System.

II. Purpose of Memorandum of Understanding

This MOU is between one Partner Agency, known as Partner, and the County of Orange. The purpose of this Memorandum of Understanding (MOU) is to establish an agreement as to the framework in which one-stop services will be provided for employers, employees, job seekers and others needing workforce services.

III. Common Vision/Mission Statement

The Orange County Workforce Investment Area's vision is to provide the leadership necessary to develop, direct and promote the Workforce Development System throughout Orange County.

1. Partner commits to work on a common vision/mission for the One-Stop System to be completed by January 1, 2001.
2. Partner commits to work on a common vision/mission for the Orange County Workforce Investment System to be completed by January 1, 2001.
3. The vision and mission developed shall be in accord with the WIB vision and mission and shall further the implementation of the one stop and workforce system.

IV. One-Stop Services to be Provided to the Community Under the Workforce Investment Act

Partner agrees to universal access as a critical One-Stop provision and agrees to work with Partner Agencies to adopt policies for the One-Stop System to ensure access for all customers including but not limited to those with special needs, such as A) literacy deficits; B) physical or learning disabilities; C) limited English speakers; and D) others with economic or geographical barriers to service or employment. One-Stop System services provided by Partner may include, but are not limited to: Core Services, Intensive Services, and Training Services.

V. Referral

Through the utilization of the One-Stop Liaison program, the Partners agree to work with Partner Agencies to: jointly develop implementation processes for common intake and referral, acceptable to each other: and which meet the goals of the One-Stop System; to cross-train or cause to be cross-trained their respective staff on the core and intensive services of each Partner Agency. Partner Agencies, as appropriate, shall mutually determine the necessity of and number of site visits, field trips, and joint training exercises for staff conducting referrals. Partner agrees to work with Partner Agencies to adopt mutually acceptable referral processes and forms and to modify them to changing requirements or day-to-day needs for improvement. To enhance cross referral among the partners, Partner will:

1. Agree to familiarize themselves with the requirements for participation in the programs operated with the various funding streams available to each of the One-Stop Partners.
2. To the extent possible, agree to develop an electronic summary of their program requirements that can be accessed by all Partner Agency's in the One-Stop.
3. Agree to use common intake forms when developed and to the extent possible.
4. Agree to refer clients eligible for Partner Agency programs to the One-Stop Partners for services, and to share information supplied to referred clients.

VI. Customer Service

Partner agrees that the following standards shall govern interactions between job-seeker and employer customers and Partner Agencies :

1. Service to customers
Service to customers shall be prompt and courteous; service shall encourage customer choice among program options in order to assist individuals in meeting their career and business goals
2. Partner Agency Employees will be provided with:
 - a. A professional environment within which to serve customers;
 - b. The appropriate tools to achieve the desired outcome for their customers; and
 - c. A professional code of ethics created and agreed to by Partner Agencies of the One-Stop System.
3. The adoption of continuous improvement principles
4. The coordination of employer contacts for job orders and job development activities, as mandated by AB67 and any other Health and Human Services initiatives.

VII. Performance Goals and Standards

Partner agrees to participate in developing the process for analyzing Customer Satisfaction Survey results. The process that is developed shall include the following:

1. Partner commits to customer satisfaction improvement strategies.
2. Surveys will be analyzed within 10 days of receipt, identity of respondents will remain confidential .
3. Surveys that recommend corrective action will be answered with a formal response, when appropriate.
4. Survey results shall be forwarded to the OCWIB staff.

VIII. Service and System Operating Costs

The Regional Occupational Program Partners agencies may contribute in kind staff time to support the one-Stop Centers and in accordance with each agencies' staff availability.

IX. Breach of Agreement

The following activities may constitute a breach and County shall have the right at its sole discretion to terminate this MOU in accordance with Section XXI herein:

1. Failure to cooperate or follow policies set by the OCWIB; or
2. Failure to cooperate or follow policies set by the One-Stop Operator in cooperation with the Partner Agencies with regard to the staffing or operations of the One-Stop System.

X. Accessing And Sharing Data

1. Partner agrees to the principles of common reporting and shared information through electronic One-Stop concepts and mechanisms including shared technology.
2. To extent allowable under each Partner's governing legislation, each Partner commits to share information.
3. Partner commits to participating on an interagency team to address issues surrounding the sharing of information and technology.

XI. System Security and Confidentiality

Partner agrees to the following:

1. To comply with the provisions of WIA and applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and/or any other appropriate statutes or requirements.
2. That Information System security provisions shall be agreed upon by Partner Agencies and recorded in an Information Security and Access Agreement to be signed by individuals using the system.
3. That all applications and individual records related to services provided under this MOU, or any MOU's between Partner Agencies and County, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
4. That no person or employee will publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to One-Stop System applicants, participants, or customers overall.
5. To abide by the current confidentiality provisions of respective statutes and share information necessary for the administration of programs operated through the One-Stop System.
6. To share client information necessary for provision of services under the Act; i.e.: assessment; universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.

XII. One-Stop Center Customer Grievance Procedures

In the event individuals accessing the One-Stop System file a grievance, the process for filing grievances shall be determined by the services the individual received and the matter about which the grievance is filed. Partner agrees to process and resolve grievances regarding their own programs. Individuals who seek to file a grievance with respect to a WIA program service shall be subject to the WIA grievance procedures developed by OCWIB and implemented by the One-Stop Operator. To the extent that the grievance is against the One-Stop Operator, County shall process the grievance in accordance with the rules set forth in WIA.

XIII. Impasse Resolution

In the event that MOU negotiations between the Partner and County reach an impasse, the parties shall meet and confer in an attempt to come to agreement on the issue(s) involved. Negotiations will be documented by the One-Stop Committee. Failed negotiations will be reported to the OCWIB. Any Partner Agency refusing to sign an MOU may not be represented on the local OCWIB. Alternative representative(s) must be sought, representing the required Partner or funding stream. If agreement cannot be reached, an explanation as to pending solutions may be stated.

XIV. Indemnification and Liability

Partner shall indemnify, hold harmless and defend County, its Board of Supervisors, its officers, agents, employees and the Orange County Workforce Investment Board, from any and all claims, demands, loss, liability, injury, death, suits or judgments arising out of or alleged to arise out of or in consequence of Partner's performance of this Agreement, or any act or omission of Partner, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by Partner in violation of Federal, State or County requirements or of this Agreement, or any negligent or intentional acts or omissions of Partner, its officers, agents or employees which injure or damage any participants or other third parties, including County personnel or representatives. Partner shall forthwith remit all sums due County, along with the legal rate of interest, pursuant to this paragraph.

XV. Non-Discrimination

1. Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical conditions, age, or marital status. Parties shall comply with the provisions of Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations. Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement. Parties to this MOU shall include non-discrimination and compliance provisions of this clause in all related subcontracts or financial agreements.
2. Americans with Disabilities Act (ADA) - Parties assure compliance with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

XVI. Day-to-day Operations

Parties to the MOU recognize that Partner Agencies have practices and philosophies that differ. The day-to-day operations will be carried out through the operation of the One-Stop liaison program at each One-Stop Center.

XVII. Marketing

Partner agrees to collaborate with Partner Agencies on a marketing strategy informing job seekers, employed individuals, employers, and the community at large about the services available through the One-Stop System.

1. The following resources may enhance joint marketing efforts:

- ◆ Web site development
- ◆ Public education/information
- ◆ Speaker's bureau
- ◆ One-Stop brochures/flyers
- ◆ Commercial air time
- ◆ Media Coverage
- ◆ Public television or radio

Other(s) (describe): N / A

XVIII. Modification Process

Parties to this agreement may request a modification to this agreement. Such requests should be in writing. Any modification request must be considered in light of the effect the modification has on the MOU Agreements between the County and the other Partner Agencies. Modifications must be agreed to by the parties. Modifications to this Agreement must be in writing, signed and dated, and entered into with the same degree of formality as that required for entry into the original agreement.

XIX. Unenforceable Provisions

If any provision of this MOU agreement is found to be invalid, the remainder of the MOU agreement shall not be affected.

XX. Duration of the MOU

The term of this MOU shall commence on July 1, 2000, and shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), otherwise by action of law, or in accordance with this section.

XXI. Termination

The agreement may be terminated by either of the parties upon 30 days written notice to the other parties with cause or upon 90 days of written notice to the other parties without cause.

IN WITNESS HEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

Chief Elected Official(s) – ORANGE COUNTY BOARD OF SUPERVISORS:

_____	_____	_____
SIGNATURE	Chairman TITLE	DATE

Orange County Workforce Investment Board Chair:

_____	_____	_____
SIGNATURE	Chairman TITLE	DATE

**Other Parties to the Agreement
Agency: Regional Occupational Program**

_____	_____	_____
SIGNATURE	TITLE	DATE

_____	_____	_____
SIGNATURE	TITLE	DATE

IN WITNESS HEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

Chief Elected Official(s) – ORANGE COUNTY BOARD OF SUPERVISORS:

Cynthia P. Conrad Chairman 4-24-01
SIGNATURE TITLE DATE

Orange County Workforce Investment Board Chair:

David Steffen Chairman 2/3/01
SIGNATURE TITLE DATE

**Other Parties to the Agreement
Agency: Regional Occupational Program**

Kay Tuttle-Kuchner Administrator
SIGNATURE O.C. Adult Schools
TITLE and ROPs 12/14/08
DATE

SIGNATURE TITLE DATE

APPROVED AS TO FORM
Laurence M. Watson, County Counsel
ORANGE COUNTY, CALIFORNIA

By [Signature] Deputy
Date: 2-21-01



SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD

ATTEST [Signature]
DAKLENE J. BLOOM
CLERK OF THE BOARD OF SUPERVISORS
ORANGE COUNTY, CALIFORNIA

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE
IN PARTNERSHIP WITH THE
ORANGE COUNTY WORKFORCE INVESTMENT BOARD
AND
SOUTHERN CALIFORNIA INDIAN CENTER, INC.**

9 This Memorandum of Understanding (MOU) is entered into on this 1st day of August, 2007 in
10 accordance with Section 121(c) of the Workforce Investment Act of 1998, and the laws of the
11 State of California by and between the COUNTY OF ORANGE (hereinafter referred to as
12 "County"), in partnership with the ORANGE COUNTY WORKFORCE INVESTMENT BOARD
13 (hereinafter referred to as "OCWIB") and the Southern California Indian Center, Inc.
14 (hereinafter referred to as "SCIC" to begin on the 1st day of August, 2007 and to terminate in
15 accordance with the termination provisions provided for herein.
16

17 **I. Purpose of the Workforce Investment Act of 1998**

18 The purpose of the Workforce Investment Act of 1998 (hereinafter referred to as "WIA") is
19 to provide workforce investment activities that increase the employment, retention and
20 earnings of participants, and to increase the occupational skill attainment by participants,
21 which will improve the quality of the workforce, reduce welfare dependency and enhance
22 the productivity and competitiveness of the Nation's economy. These goals are achieved
23 through the Workforce Investment System.
24

25 **II. Relationship between the County and the OCWIB**

26 WIA authorizes the appointment of local Workforce Investment Boards whose members
27 are selected by the County in workforce regions designated by the Governor of the State
28 of California. Accordingly, the County has appointed members of the OCWIB for the
Orange County Workforce Investment Area. Responsibility for the success of the
Workforce System rests with a partnership between the OCWIB and the Orange County

1
2 **III. One-Stop System**

3 Through the collaborative efforts of Federal, State, County, local agencies and business,
4 the Orange County One-Stop Comprehensive Career Centers and One-Stop Satellites
5 (hereinafter referred to as "One-Stop(s)") were designed to provide a coordinated,
6 integrated, customer-friendly, locally driven Workforce Development System. This System
7 will offer all qualified job seekers the opportunity to maximize their employment potential.
8 The One-Stops will offer a variety of information and training services based on individual
9 needs. Employers will be provided access to workers who will support economic
10 development within Orange County.

11 Under Section 121(b), one or more One-Stop Center Operators (hereinafter referred to
12 as "Operator") must be designated by the Local Workforce Investment Board (OCWIB) to
13 operate their respective One-Stop(s) within their Workforce Area. Furthermore, each
14 One-Stop must have certain partners (hereinafter referred to as "Partners") who must
15 provide mandated programs. These mandated programs include:

- 16 1. Veterans Employment and Training Programs
- 17 2. Migrant and Seasonal Farmworker Programs
- 18 3. Indian and Native American Programs
- 19 4. Adult Education and Literacy Programs
- 20 5. Postsecondary Vocational Education Programs
- 21 6. Vocational Rehabilitation
- 22 7. Community Services Block Grant
- 23 8. Unemployment Insurance
- 24 9. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance
- 25 10. Welfare to Work Programs
- 26 11. Title V Programs under the Older Americans Act
- 27 12. Youth Programs

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IV. Purpose of Memorandum of Understanding (MOU)

This MOU is an agreement developed and executed between the County, in partnership with the OCWIB, and SSA, and is a commitment to the success of the operation of the One-Stop(s) within the County of Orange for the benefit of the County's citizens. This MOU establishes the broad framework in which One-Stop services will be provided.

V. Common Vision and Mission Statement

The OCWIB's vision is to be Orange County's resource for community investment products and services. The OCWIB's mission is to respond to the needs of businesses, job seekers and students through an integrated Workforce Development System. SSA commits to work on a common vision/mission for the One-Stop(s).

VI. Services to be Provided to the Community

SSA agrees that universal access is a critical One-Stop provision and agrees to work with other Partners to adopt policies at the One-Stop(s) that ensure access for all customers including those with special needs, such as A) literacy deficits; B) physical or mental disabilities; C) limited English speakers; and D) others with economic or geographical barriers to service or employment.

A. Core Services

Under WIA Section 121(b)(1)(A), all Partners must make available to participants those Core Services that are applicable to their program. These Core Services, as defined in WIA Section 134(d)(2), must be universally available to all job seekers. They may include, but are not limited to:

- 1. Determination of individual eligibility for services;
- 2. Outreach, intake (including worker profiling) and orientation to the information and other services available through the One-Stop(s);
- 3. Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
- 4. Job search and placement assistance, career counseling where appropriate;

- 1 5. Provision of employment information and labor market information such as job
2 vacancy listings, job skills necessary to obtain jobs, local in demand occupations,
3 earnings and skill requirements;
- 4 6. Provision of performance information and program cost information on eligible
5 providers of training services;
- 6 7. Provision of information regarding local area performance pursuant to the local
7 performance measures;
- 8 8. Provision of information relating to the availability of supportive services in the local
9 area;
- 10 9. Provision of information regarding the filing of claims for unemployment
11 compensation.
- 12 10. Assistance in establishing eligibility for welfare-to-work activities and programs of
13 financial aid assistance for training and education programs;
- 14 11. Follow-up services for registered participants for not less than 12 months; and
- 15 12. Any other core services as determined by new legislation or policy action by the
16 OCWIB.

17 **B. Intensive Services**

18 All Partners agree to provide those intensive services that are applicable to their
19 program, as defined in WIA Section 134(d)(3)(c), to an individual who is determined by
20 the Operator to be eligible for such services because the individual is:

- 21 1) unemployed and unable to obtain employment through core services;
- 22 2) in need of intensive services to obtain employment; or
- 23 3) employed but in need of intensive services to obtain or retain employment
24 that allows for self sufficiency.

25 These Intensive Services may include, but are not limited to:

- 26
- 27 1. Comprehensive and specialized assessments of client skill levels;
- 28 2. Development of an individual employment plan to identify the employment goals,
achievement objectives, and combinations of services;
3. Group and individual counseling and career planning;

- 1
- 2 4. Case management for individuals enrolled in training;
- 3 5. Prevocational services, including development of learning skills, communication
- 4 skills, interviewing skills, punctuality, personal maintenance skills, and professional
- 5 conduct, to prepare individuals for unsubsidized employment or training; and
- 6 6. Any other intensive services as determined by new legislation or policy action by the
- 7 OCWIB.

8 **C. Training Services**

9 All Partners agree to provide those training services that are applicable to their program,
10 as defined in WIA Section 134(d)(4)(D), to an individual who has been determined by the
11 Operator to be eligible for intensive services and:

- 12 a) is unable to obtain employment;
- 13 b) is in need of training services and who has the skills and qualifications to successfully
- 14 participate in a training program;
- 15 c) who selects an approved training program that is directly linked to employment
- 16 opportunities in the local area or in an area to which the individual is willing to relocate;
- 17 d) is not qualified for federal grant assistance programs; and
- 18 e) meets applicable local priority criteria for training services.
- 19

20 These Training services may include, but are not limited to:

- 21 1. Occupational skills training, including training for nontraditional employment;
- 22 2. On-the-job training;
- 23 3. Programs that combine workplace training with related instruction which may
- 24 include cooperative education;
- 25 4. Training programs operated by the private sector;
- 26 5. Skill upgrading and retraining;
- 27 6. Entrepreneurial training;
- 28 7. Job readiness training;
8. Adult education and literacy activities provided in combination with services
described in items 1-7 above;

- 1 9. Customized training conducted with a commitment by an employer or group of
- 2 employers to employ an individual upon successful completion of the training; and
- 3 10. Other training services as determined by new legislation, policy action by the
- 4 OCWIB or a Partner's governing legislation.

5 A formal Operating Agreement between the Operator and SSA will be executed separately.

6 This document, "One Stop Operating Agreement Pursuant to the Workforce Investment Act

7 of 1998", defines the manner in which SSA will participate in the One-Stop(s). The

8 Operating Agreement includes the Definitions of Program Design as well as the specific

9 Scope of Services to be provided by the Operator and each Partner.

10

11 **VII. Referral Process**

12 SSA agrees to work with all other Partners to jointly develop implementation processes

13 acceptable to all for common intake and referral. All Partners agree to cross train staff

14 on the services of each of the other participating Partners and the spectrum of related

15 services available through their respective agencies. A mutually acceptable referral

16 process shall be adopted by the Operator and Partner with the commitment to

17 periodically evaluate the process and modify it accordingly as needed. The process

18 and referral methodologies are as follows:

- 19 1. Partner agrees to familiarize themselves with the requirements for participation in the
- 20 programs operated with the various funding streams available to each of the other
- 21 Partners participating in the One-Stop(s).
- 22 2. To the greatest extent possible, Partner agrees to develop an electronic summary of
- 23 their program requirements that can be accessed by the other Partners in the One-
- 24 Stop(s).
- 25 3. To the greatest extent possible, Partner agrees to utilize common intake forms.
- 26 4. Partner agrees to provide reciprocal feedback to the other Partners at the One-
- 27 Stop(s) regarding service provision.
- 28

1
2 **VIII. Customer Service**

3 Employees will be provided with a professional working environment with the
4 appropriate tools needed to achieve the desired positive outcomes for their customers.

5 A professional code of ethics will be created and agreed to by all Partners of the One-
6 Stop(s) consistent with SSA's existing policies, procedures and regulations. All
7 Partners will demonstrate that they are a customer driven organization by adhering to
8 the following elements:

- 9
- 10 1. Service to customers will be prompt and courteous.
 - 11 2. Staff will encourage customer choice among program options to assist individuals
12 in meeting their career goals.
 - 13 3. Staff will actively listen to what customers have to say.
 - 14 4. Staff will build positive relationships with their customers through focusing on
15 accessibility and management of complaints.

16 **IX. Performance Goals and Standards**

17 SSA agrees to participate with the other Partners at the One-Stop(s) in developing a
18 process for analyzing customer satisfaction. Specifically:

- 19
- 20 1. Each Partner commits to customer satisfaction improvement strategies.
 - 21 2. A "Participant Satisfaction Survey" will be made available to all users of the One-
22 Stop(s). Completed surveys will be analyzed within 10 days of receipt, maintaining
23 confidentiality at all times.
 - 24 3. Surveys that recommend change or improvement will be sent to the corresponding
25 Partner for their consideration; if warranted, they will take appropriate action in
26 accordance with their own guidelines, policies, and operating procedures.
 - 27 4. All survey results shall be forwarded to OCWIB staff.
- 28

1 **X. System Operating Expenses**

2 As outlined in 20 CFR Part 662.270, each Partner must contribute a fair share of the
3 operating costs of the One-Stop Delivery System proportionate to the use of the System
4 by individuals attributable to the Partner's programs.

5 1. SSA agrees to share in the operating costs of those One-Stop(s) in which their
6 staff is co-located. Partners co-located are required to either pay cash or provide in-kind
7 services equal to or greater than the amount of their assessed usage fee. Allocation and
8 payment of these costs that are attributable to the Partner will be addressed in separate
9 Cost Sharing Agreements between the Operator and the Partner. These expenses may
10 include, but are not limited to, rent for dedicated space, rent for common space, shared
11 staff (*i.e.* receptionist), facility costs, equipment and supplies.

12 2. The Operator will ensure that the shared costs are supported by accurate data, the
13 shared costs are consistently applied over time, and the methodology used in
14 determining the shared costs are reflected in the Cost Sharing Agreements. All Cost
15 Sharing Agreements will be updated and revised on an annual basis. These Agreements
16 will be executed separately for each One-Stop.

17
18 **XI. Accessing and Sharing Data**

19 The WIA emphasizes technology as a critical tool in making possible all aspects of
20 information exchange including client tracking, common case management, reporting
21 and data collection. Therefore, SSA will:

- 22 1. Agree to the principles of common reporting and shared information through electronic
23 mechanisms including shared technology.
24 2. Commit to share information to the greatest extent allowable under their
25 governing legislation and confidentiality requirements.
26 3. Commit to participating on an interagency team to address issues surrounding
27 the sharing of information and technology.
28

1 **XII. System Security and Confidentiality.**

2 When an individual applies for or receives services from SSA, through the One-
3 Stop(s), all information regarding such application for or receipt of Partner's services
4 shall be confidential information subject to the provisions of 34 CFR Part 361.38 and
5 Title 9 California Code of Regulation, Sections 7140-7143.5.

6 Therefore, SSA agrees to the following:

- 7 1. To comply with provisions of the Workforce Investment Act and applicable sections
8 of the Welfare and Institutes Code, the California Education Code, the
9 Rehabilitation Act, and/or any other appropriate statutes or requirements.
- 10 2. System security provisions shall be agreed upon by all Partners and recorded in an
11 Information Security and Access Agreement to be signed by the staff using the
12 system.
- 13 3. All records of the One-Stop(s) or Partners, including but not limited to applications,
14 eligibility and referral records, or any other individual records related to services
15 provided under this MOU, shall be maintained in the strictest confidence, and shall
16 be used solely for purposes directly related to determining eligibility or delivery of
17 services to such individuals and not open to examination for any purpose not
18 directly connected with the delivery of such services.
- 19 4. No person shall publish or disclose, use, or permit, cause to be published, disclosed
20 or used, any confidential information pertaining to One-Stop applicants or customers;
21 nor shall referenced confidential information be disclosed absent a court order or a
22 written authorization from the applicant or customer.
- 23 5. All Partners agree to share client information that is necessary for the provision of
24 services under WIA, i.e.: intake; assessment; program or training referral; job
25 development or placement activities; and other services as needed for employment
26 or program support purposes.

27
28 **XIII. Grievance Procedures**

The OCWIB is required to establish and maintain a procedure for grievances and
complaints as outlined in 20 CFR Part 667.600. The process for handling grievances

1 and complaints is applicable to both participants as well as Partners. Every effort will be
2 made to preserve confidentiality as grievances are fairly and equitably considered. The
3 procedures will allow the individual or entity filing the complaint to exhaust every
4 administrative level possible in receiving a fair and complete hearing of their grievance, up
5 to the level of appeal to the State Workforce Investment Board and ultimately to the
6 Secretary of the Department of Labor.

7 The County in partnership with the OCWIB and SSA agree to communicate openly and
8 directly to resolve any problems or disputes related to the provisions of services in a
9 cooperative manner and at the lowest level of intervention possible.
10

11 **XIV. Non-Discrimination**

- 12 1. California Fair Employment and Housing Act (Government Code Title 2, Division 3,
13 Part 2.8) - Parties to this MOU shall protect and safeguard the right and opportunity
14 of all persons to seek, obtain, and hold employment without discrimination or
15 abridgment on account of race, religious creed, color, ancestry, national origin,
16 physical disability, mental disability, medical condition, age, marital status, sex, or
17 sexual orientation.
- 18 2. Americans with Disabilities Act of 1990 (ADA) – Parties to this MOU shall assure their
19 own compliance with Title I of the ADA which prohibits discrimination against qualified
20 individuals with disabilities in job application procedures, hiring, firing, advancement,
21 compensation, job training, and other terms, conditions and privileges of employment.
- 22 3. Parties to this MOU shall include non-discrimination and compliance provisions of
23 these clauses in all related subcontracts and agreements.
24

25 **XV. Administrative and Operations Management**

- 26 1. It is understood that SSA and its staff are subject to existing personnel policies,
27 procedures, regulations and statutes as well as applicable collective bargaining
28 agreements. OCWIB will assure that the Operator will work with SSA in developing
and implementing policies and procedures for the One-Stop(s), in order to avoid
inconsistencies with SSA's existing policies, procedures, regulations

1 and collective bargaining agreements.

- 2 2. A separate document, "One-Stop Operating Agreement Pursuant to the Workforce
3 Investment Act of 1998", will be executed between the Operator and SSA. This
4 agreement will define the manner in which the Partners will participate in the One-
5 Stop(s). This will include, at a minimum, arrangements for supervision, scheduled
6 hours of operation, procedures for referral, resource sharing, definitions of program
7 design, scope of services, capacity building and dispute resolution.

8
9 **XVI. Marketing**

10 SSA agrees to collaborate, to the extent allowable by their applicable laws,
11 regulations and policies, with other Partners on a marketing strategy informing job
12 seekers, employed individuals, employers, and the community at large about the
13 services available through the One-Stop(s). Resources available to enhance joint
14 marketing efforts might include web site development, public education/information,
15 speaker's bureau, One-Stop brochures/flyers, media coverage and/or public television
16 or radio.

17
18 **XVII. Modification Process**

19 Any Party to this MOU may request a modification to this MOU. Such requests must
20 be in writing and must be agreed to by all Parties. Modifications to this MOU must be
21 in writing, signed and dated, and entered into with the same degree of formality as that
22 required for entry into the original MOU. If any provision of this MOU is found to be
23 invalid, the remainder of the MOU shall not be affected.

24
25 **XVIII. Duration of the MOU**

26 The term of this MOU shall commence on August 1, 2007, and shall remain in
27 effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA).

1 **IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms
2 and conditions contained herein and have duly authorized and caused this MOU to be executed as of
3 the date stated below written. There are no oral understandings of the Parties or terms and conditions
4 other than as are stated herein.

5 SOUTHERN CALIFORNIA INDIAN CENTER*

6 Dated: _____

By: Paula Starr

7 Title: Paula Starr, Executive Director

8 Dated: _____

9 By: Beverly Greensky

10 Title: Beverly Greensky, Fiscal Controller

11 * For Partner Agencies that are **corporations**, Cal. Corporations Code sec. 313 signature requirements are as follows:
12 1) One signature by the Chairman of the Board, the President or any Vice President, and 2) One signature by the Secretary,
13 any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
14 For Partner Agencies that are **not corporations**, the person who has authority to bind the Contractor/Vendor to a contract
must sign on one of the lines above.

15 ORANGE COUNTY WORKFORCE INVESTMENT BOARD

16 Dated: 7/25/07

By: Chris Morby

17 Title: Chairman

18 "COUNTY OF ORANGE a political subdivision of the
19 State of California"

20 Dated: 7/25/07

By: Chris Morby

21 Chair, Orange County
22 Board of Supervisors

23 SIGNED AND CERTIFIED THAT A COPY OF THIS
24 AGREEMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

25 Dated: 7/25/07

By: Darlene J. Bloom

26 Darlene J. Bloom
27 Clerk of the Board of Supervisors
28 Orange County, California



APPROVED AS TO FORM:
COUNTY COUNSEL

Dated: 6-22-07

By: WS

1 Board of Supervisors.

2
3 **III. One-Stop System**

4 Through the collaborative efforts of Federal, State, County, local agencies and business,
5 the Orange County One-Stop Comprehensive Career Centers and One-Stop Satellites
6 (hereinafter referred to as "One-Stop(s)") were designed to provide a coordinated,
7 integrated, customer-friendly, locally driven Workforce Development System. This System
8 will offer all qualified job seekers the opportunity to maximize their employment potential.
9 The One-Stops will offer a variety of information and training services based on individual
10 needs. Employers will be provided access to workers who will support economic
11 development within Orange County.

12 Under Section 121(b), one or more One-Stop Center Operators (hereinafter referred to
13 as "Operator") must be designated by the Local Workforce Investment Board (OCWIB) to
14 operate their respective One-Stop(s) within their Workforce Area. Furthermore, each
15 One-Stop must have certain partners (hereinafter referred to as "Partners") who must
16 provide mandated programs. These mandated programs include:

- 17 1. Veterans Employment and Training Programs
- 18 2. Migrant and Seasonal Farmworker Programs
- 19 3. Indian and Native American Programs
- 20 4. Adult Education and Literacy Programs
- 21 5. Postsecondary Vocational Education Programs
- 22 6. Vocational Rehabilitation
- 23 7. Community Services Block Grant
- 24 8. Unemployment Insurance
- 25 9. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance
- 26 10. Welfare to Work Programs
- 27 11. Title V Programs under the Older Americans Act
- 28 12. Youth Programs

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IV. Purpose of Memorandum of Understanding (MOU)

This MOU is an agreement developed and executed between the County, in partnership with the OCWIB, and THE BRIDGE, and is a commitment to the success of the operation of the One-Stop(s) within the County of Orange for the benefit of the County's citizens. This MOU establishes the broad framework in which One-Stop services will be provided.

V. Common Vision and Mission Statement

The OCWIB's vision is to be Orange County's resource for community investment products and services. The OCWIB's mission is to respond to the needs of businesses, job seekers and students through an integrated Workforce Development System. THE BRIDGE commits to work on a common vision/mission for the One-Stop(s).

VI. Services to be Provided to the Community

THE BRIDGE agrees that universal access is a critical One-Stop provision and agrees to work with other Partners to adopt policies at the One-Stop(s) that ensure access for all customers including those with special needs, such as A) literacy deficits; B) physical or mental disabilities; C) limited English speakers; and D) others with economic or geographical barriers to service or employment.

A. Core Services

Under WIA Section 121(b)(1)(A), all Partners must make available to participants those Core Services that are applicable to their program. These Core Services, as defined in WIA Section 134(d)(2), must be universally available to all job seekers. They may include, but are not limited to:

1. Determination of individual eligibility for services;
2. Outreach, intake (including worker profiling) and orientation to the information and other services available through the One-Stop(s);
3. Initial assessment of skill levels, aptitudes, abilities and supportive service needs;

4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment information and labor market information such as job vacancy listings, job skills necessary to obtain jobs, local in demand occupations, earnings and skill requirements;
6. Provision of performance information and program cost information on eligible providers of training services;
7. Provision of information regarding local area performance pursuant to the local performance measures;
8. Provision of information relating to the availability of supportive services in the local area;
9. Provision of information regarding the filing of claims for unemployment compensation.
10. Assistance in establishing eligibility for welfare-to-work activities and programs of financial aid assistance for training and education programs;
11. Follow-up services for registered participants for not less than 12 months; and
12. Any other core services as determined by new legislation or policy action by the OCWIB.

B. Intensive Services

All Partners agree to provide those intensive services that are applicable to their program, as defined in WIA Section 134(d)(3)(c), to an individual who is determined by the Operator to be eligible for such services because the individual is:

- 1) unemployed and unable to obtain employment through core services;
- 2) in need of intensive services to obtain employment; or
- 3) employed but in need of intensive services to obtain or retain employment that allows for self sufficiency.

These Intensive Services may include, but are not limited to:

1. Comprehensive and specialized assessments of client skill levels;

2. Development of an individual employment plan to identify the employment goals, achievement objectives, and combinations of services;
3. Group and individual counseling and career planning;
4. Case management for individuals enrolled in training;
5. Prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training; and
6. Any other intensive services as determined by new legislation or policy action by the OCWIB.

C. Training Services

All Partners agree to provide those training services that are applicable to their program, as defined in WIA Section 134(d)(4)(D), to an individual who has been determined by the Operator to be eligible for intensive services and:

- a) is unable to obtain employment;
- b) is in need of training services and who has the skills and qualifications to successfully participate in a training program;
- c) who selects an approved training program that is directly linked to employment opportunities in the local area or in an area to which the individual is willing to relocate;
- d) is not qualified for federal grant assistance programs; and
- e) meets applicable local priority criteria for training services.

These Training services may include, but are not limited to:

1. Occupational skills training, including training for nontraditional employment;
2. On-the-job training;
3. Programs that combine workplace training with related instruction which may include cooperative education;
4. Training programs operated by the private sector;
5. Skill upgrading and retraining;
6. Entrepreneurial training;
7. Job readiness training;

- 1 8. Adult education and literacy activities provided in combination with services
2 described in items 1-7 above;
- 3 9. Customized training conducted with a commitment by an employer or group of
4 employers to employ an individual upon successful completion of the training; and
- 5 10. Other training services as determined by new legislation, policy action by the
6 OCWIB or a Partner's governing legislation.

7 **VII. Referral Process**

8 THE BRIDGE agrees to work with all other Partners to jointly develop implementation
9 processes acceptable to all for common intake and referral. All Partners agree to cross
10 train staff on the services of each of the other participating Partners and the spectrum
11 of related services available through their respective agencies. A mutually acceptable
12 referral process shall be adopted by the Operator and Partner with the commitment to
13 periodically evaluate the process and modify it accordingly as needed. The process
14 and referral methodologies are as follows:

- 15 1. Partner agrees to familiarize themselves with the requirements for participation in the
16 programs operated with the various funding streams available to each of the other
17 Partners participating in the One-Stop(s).
- 18 2. To the greatest extent possible, Partner agrees to develop an electronic summary of
19 their program requirements that can be accessed by the other Partners in the One-
20 Stop(s).
- 21 3. To the greatest extent possible, Partner agrees to utilize common intake forms.
- 22 4. Partner agrees to provide reciprocal feedback to the other Partners at the One-
23 Stop(s) regarding service provision.

24 **VIII. Customer Service**

25 Employees will be provided with a professional working environment with the
26 appropriate tools needed to achieve the desired positive outcomes for their customers.
27 A professional code of ethics will be created and agreed to by all Partners of the One-
28 Stop(s) consistent with THE BRIDGE's existing policies, procedures and regulations.

1 All Partners will demonstrate that they are a customer driven organization by adhering
2 to the following elements:

- 3 1. Service to customers will be prompt and courteous.
- 4 2. Staff will encourage customer choice among program options to assist individuals
5 in meeting their career goals.
- 6 3. Staff will actively listen to what customers have to say.
- 7 4. Staff will build positive relationships with their customers through focusing on
8 accessibility and management of complaints.

9 10 **IX. Performance Goals and Standards**

11 THE BRIDGE agrees to participate with the other Partners at the One-Stop(s) in
12 developing a process for analyzing customer satisfaction. Specifically:

- 13 1. Each Partner commits to customer satisfaction improvement strategies.
- 14 2. A "Participant Satisfaction Survey" will be made available to all users of the One-
15 Stop(s). Completed surveys will be analyzed within 10 days of receipt, maintaining
16 confidentiality at all times.
- 17 3. Surveys that recommend change or improvement will be sent to the corresponding
18 Partner for their consideration; if warranted, they will take appropriate action in
19 accordance with their own guidelines, policies, and operating procedures.

20 21 **X. System Operating Expenses**

22 As outlined in 20 CFR Part 662.270, each co-located Partner must contribute a fair share
23 of the operating costs of the One-Stop Delivery System proportionate to the use of the
24 System by individuals attributable to the Partner's programs.

- 25 1. THE BRIDGE agrees to share in the operating costs of those One-Stop(s) in
26 which their staff is co-located. Partners co-located are required to either pay cash or
27 provide in-kind services equal to or greater than the amount of their assessed usage fee.
28 Allocation and payment of these costs that are attributable to the Partner will be
addressed in separate Cost Sharing Agreements between the Operator and the

1 Partner. These expenses may include, but are not limited to, rent for dedicated space,
2 rent for common space, shared staff (*i.e.* receptionist), facility costs, equipment and
3 supplies.

4 2. The Operator will ensure that the shared costs are supported by accurate data, the
5 shared costs are consistently applied over time, and the methodology used in
6 determining the shared costs are reflected in the Cost Sharing Agreements. All Cost
7 Sharing Agreements, if applicable, will be updated and revised on an annual basis.
8 These Agreements will be executed separately for each One-Stop.

9 10 **XI. Accessing and Sharing Data**

11 The WIA emphasizes technology as a critical tool in making possible all aspects of
12 information exchange including client tracking, common case management, reporting
13 and data collection. Therefore, THE BRIDGE will:

- 14 1. Agree to the principles of common reporting and shared information through electronic
15 mechanisms including shared technology.
- 16 2. Commit to share information to the greatest extent allowable under their
17 governing legislation and confidentiality requirements.
- 18 3. Commit to participating on an interagency team to address issues surrounding
19 the sharing of information and technology.

20 21 **XII. System Security and Confidentiality.**

22 When an individual applies for or receives services from THE BRIDGE, through the
23 One-Stop(s), all information regarding such application for or receipt of Partner's
24 services shall be confidential information subject to the provisions of 34 CFR Part
25 361.38 and Title 9 California Code of Regulation, Sections 7140-7143.5.

26 Therefore, THE BRIDGE agrees to the following:

- 27 1. To comply with provisions of the Workforce Investment Act and applicable sections
28 of the Welfare and Institutes Code, the California Education Code, the
Rehabilitation Act, and/or any other appropriate statutes or requirements.

2. System security provisions shall be agreed upon by all Partners and recorded in an Information Security and Access Agreement to be signed by the staff using the system.
3. All records of the One-Stop(s) or Partners, including but not limited to applications, eligibility and referral records, or any other individual records related to services provided under this MOU, shall be maintained in the strictest confidence, and shall be used solely for purposes directly related to determining eligibility or delivery of services to such individuals and not open to examination for any purpose not directly connected with the delivery of such services.
4. No person shall publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to One-Stop applicants or customers; nor shall referenced confidential information be disclosed absent a court order or a written authorization from the applicant or customer.
5. All Partners agree to share client information that is necessary for the provision of services under WIA, i.e.: intake; assessment; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.

XIII. Grievance Procedures

The OCWIB is required to establish and maintain a procedure for grievances and complaints as outlined in 20 CFR Part 667.600. The process for handling grievances and complaints is applicable to both participants as well as Partners. Every effort will be made to preserve confidentiality as grievances are fairly and equitably considered. The procedures will allow the individual or entity filing the complaint to exhaust every administrative level possible in receiving a fair and complete hearing of their grievance, up to the level of appeal to the State Workforce Investment Board and ultimately to the Secretary of the Department of Labor.

The County in partnership with the OCWIB and THE BRIDGE agree to communicate openly and directly to resolve any problems or disputes related to the provisions of services in a cooperative manner and at the lowest level of intervention possible.

1 **XIV. Non-Discrimination**

- 2 1. California Fair Employment and Housing Act (Government Code Title 2, Division 3,
3 Part 2.8) - Parties to this MOU shall protect and safeguard the right and opportunity
4 of all persons to seek, obtain, and hold employment without discrimination or
5 abridgment on account of race, religious creed, color, ancestry, national origin,
6 physical disability, mental disability, medical condition, age, marital status, sex, or
7 sexual orientation.
- 8 2. Americans with Disabilities Act of 1990 (ADA) – Parties to this MOU shall assure their
9 own compliance with Title I of the ADA which prohibits discrimination against qualified
10 individuals with disabilities in job application procedures, hiring, firing, advancement,
11 compensation, job training, and other terms, conditions and privileges of employment.
- 12 3. Parties to this MOU shall include non-discrimination and compliance provisions of
13 these clauses in all related subcontracts and agreements.
- 14

15 **XV. Administrative and Operations Management**

- 16 1. It is understood that THE BRIDGE and its staff are subject to existing personnel
17 policies, procedures, regulations and statutes as well as applicable collective
18 bargaining agreements. OCWIB will assure that the Operator will work with THE
19 BRIDGE in developing and implementing policies and procedures for the One-
20 Stop(s), in order to avoid inconsistencies with THE BRIDGE's existing policies,
21 procedures, regulations
22 and collective bargaining agreements.
- 23 2. A separate document, "One-Stop Operating Agreement Pursuant to the Workforce
24 Investment Act of 1998", will be executed between the Operator and THE BRIDGE.
25 This agreement will define the manner in which the Partners will participate in the
26 One-Stop(s). This will include, at a minimum, arrangements for supervision,
27 scheduled hours of operation, procedures for referral, resource sharing, definitions
28 of program design, scope of services, capacity building and dispute resolution.

1 **XVI. Marketing**

2 THE BRIDGE agrees to collaborate, to the extent allowable by their applicable laws,
3 regulations and policies, with other Partners on a marketing strategy informing job
4 seekers, employed individuals, employers, and the community at large about the
5 services available through the One-Stop(s). Resources available to enhance joint
6 marketing efforts might include web site development, public education/information,
7 speaker's bureau, One-Stop brochures/flyers, media coverage
8 and/or public television or radio.
9

10 **XVII. Modification Process**

11 Any Party to this MOU may request a modification to this MOU. Such requests must
12 be in writing and must be agreed to by all Parties. Modifications to this MOU must be
13 in writing, signed and dated, and entered into with the same degree of formality as that
14 required for entry into the original MOU. If any provision of this MOU is found to be
15 invalid, the remainder of the MOU shall not be affected.
16

17 **XVIII. Duration of the MOU**

18 The term of this MOU shall commence on October 1, 2007, and shall remain in
19 effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA).
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27
28

1 **IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms
2 and conditions contained herein and have duly authorized and caused this MOU to be executed as of
3 the date stated below written. There are no oral understandings of the Parties or terms and conditions
4 other than as are stated herein.

5 THE BRIDGE*

6 Dated: 8-21-2007 By: Jeffrey L. Jackson
7 Title: Jeffrey L. Jackson, Executive Director
8 Dated: 8/21/2007 By: William B. Fulton
9 Title: William B. Fulton, Chief Financial Officer
10

11 * For Partner Agencies that are **corporations**, Cal. Corporations Code sec. 313 signature requirements are as follows:
12 1) One signature by the Chairman of the Board, the President or any Vice President, and 2) One signature by the Secretary,
13 any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
14 For Partner Agencies that are **not corporations**, the person who has authority to bind the Contractor/Vendor to a contract
15 must sign on one of the lines above.

16 ORANGE COUNTY WORKFORCE INVESTMENT BOARD
17 Dated: 9-5-07 By: Ruby Yap
18 Title: Chairman

19 "COUNTY OF ORANGE a political subdivision of the
20 State of California"
21 Dated: 9-25-07 By: Chris Morby
22 Chair, Orange County
23 Board of Supervisors

24 SIGNED AND CERTIFIED THAT A COPY OF THIS
25 AGREEMENT HAS BEEN DELIVERED TO THE
26 CHAIRMAN OF THE BOARD
27 Dated: 9-25-07 By: Darlene J. Bloom
28 Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California



APPROVED AS TO FORM:
COUNTY COUNSEL
APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA
Dated: _____ By: Jennie Lee
Deputy
Date: 8-29-07

1 Board of Supervisors.

2
3 **III. One-Stop System**

4 Through the collaborative efforts of Federal, State, County, local agencies and business,
5 the Orange County One-Stop Comprehensive Career Centers and One-Stop Satellites
6 (hereinafter referred to as "One-Stop(s)") were designed to provide a coordinated,
7 integrated, customer-friendly, locally driven Workforce Development System. This System
8 will offer all qualified job seekers the opportunity to maximize their employment potential.
9 The One-Stops will offer a variety of information and training services based on individual
10 needs. Employers will be provided access to workers who will support economic
11 development within Orange County.

12 Under Section 121(b), one or more One-Stop Center Operators (hereinafter referred to
13 as "Operator") must be designated by the Local Workforce Investment Board (OCWIB) to
14 operate their respective One-Stop(s) within their Workforce Area. Furthermore, each
15 One-Stop must have certain partners (hereinafter referred to as "Partners") who must
16 provide mandated programs. These mandated programs include:

- 17 1. Veterans Employment and Training Programs
- 18 2. Migrant and Seasonal Farmworker Programs
- 19 3. Indian and Native American Programs
- 20 4. Adult Education and Literacy Programs
- 21 5. Postsecondary Vocational Education Programs
- 22 6. Vocational Rehabilitation
- 23 7. Community Services Block Grant
- 24 8. Unemployment Insurance
- 25 9. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance
- 26 10. Welfare to Work Programs
- 27 11. Title V Programs under the Older Americans Act
- 28 12. Youth Programs

1 **IV. Purpose of Memorandum of Understanding (MOU)**

2 This MOU is an agreement developed and executed between the County, in partnership
3 with the OCWIB, and THE CITY OF LA HABRA, and is a commitment to the success of
4 the operation of the One-Stop(s) within the County of Orange for the benefit of the
5 County's citizens. This MOU establishes the broad framework in which One-Stop
6 services will be provided.

7 **V. Common Vision and Mission Statement**

8 The OCWIB's vision is to be Orange County's resource for community investment
9 products and services. The OCWIB's mission is to respond to the needs of businesses,
10 job seekers and students through an integrated Workforce Development System. THE
11 CITY OF LA HABRA commits to work on a common vision/mission for the One-Stop(s).

12 **VI. Services to be Provided to the Community**

13 THE CITY OF LA HABRA agrees that universal access is a critical One-Stop provision
14 and agrees to work with other Partners to adopt policies at the One-Stop(s) that ensure
15 access for all customers including those with special needs, such as A) literacy deficits; B)
16 physical or mental disabilities; C) limited English speakers; and D) others with economic or
17 geographical barriers to service or employment.
18

19 **A. Core Services**

20 Under WIA Section 121(b)(1)(A), all Partners must make available to participants those
21 Core Services that are applicable to their program. These Core Services, as defined in
22 WIA Section 134(d)(2), must be universally available to all job seekers. They may
23 include, but are not limited to:
24

- 25 1. Determination of individual eligibility for services;
- 26 2. Outreach, intake (including worker profiling) and orientation to the information and
27 other services available through the One-Stop(s);
- 28 3. Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;

- 1 5. Provision of employment information and labor market information such as job
2 vacancy listings, job skills necessary to obtain jobs, local in demand occupations,
3 earnings and skill requirements;
- 4 6. Provision of performance information and program cost information on eligible
5 providers of training services;
- 6 7. Provision of information regarding local area performance pursuant to the local
7 performance measures;
- 8 8. Provision of information relating to the availability of supportive services in the local
9 area;
- 10 9. Provision of information regarding the filing of claims for unemployment
11 compensation.
- 12 10. Assistance in establishing eligibility for welfare-to-work activities and programs of
13 financial aid assistance for training and education programs;
- 14 11. Follow-up services for registered participants for not less than 12 months; and
- 15 12. Any other core services as determined by new legislation or policy action by the
16 OCWIB.

17 **B. Intensive Services**

18 All Partners agree to provide those intensive services that are applicable to their
19 program, as defined in WIA Section 134(d)(3)(c), to an individual who is determined by
20 the Operator to be eligible for such services because the individual is:

- 21 1) unemployed and unable to obtain employment through core services;
- 22 2) in need of intensive services to obtain employment; or
- 23 3) employed but in need of intensive services to obtain or retain employment
24 that allows for self sufficiency.

25 These Intensive Services may include, but are not limited to:

- 26
- 27 1. Comprehensive and specialized assessments of client skill levels;
- 28 2. Development of an individual employment plan to identify the employment goals,
achievement objectives, and combinations of services;
3. Group and individual counseling and career planning;

4. Case management for individuals enrolled in training;
5. Prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training; and
6. Any other intensive services as determined by new legislation or policy action by the OCWIB.

C. Training Services

All Partners agree to provide those training services that are applicable to their program, as defined in WIA Section 134(d)(4)(D), to an individual who has been determined by the Operator to be eligible for intensive services and:

- a) is unable to obtain employment;
- b) is in need of training services and who has the skills and qualifications to successfully participate in a training program;
- c) who selects an approved training program that is directly linked to employment opportunities in the local area or in an area to which the individual is willing to relocate;
- d) is not qualified for federal grant assistance programs; and
- e) meets applicable local priority criteria for training services.

These Training services may include, but are not limited to:

1. Occupational skills training, including training for nontraditional employment;
2. On-the-job training;
3. Programs that combine workplace training with related instruction which may include cooperative education;
4. Training programs operated by the private sector;
5. Skill upgrading and retraining;
6. Entrepreneurial training;
7. Job readiness training;
8. Adult education and literacy activities provided in combination with services described in items 1-7 above;

- 1 9. Customized training conducted with a commitment by an employer or group of
- 2 employers to employ an individual upon successful completion of the training; and
- 3 10. Other training services as determined by new legislation, policy action by the
- 4 OCWIB or a Partner's governing legislation.

5

6 **VII. Referral Process**

7 THE CITY OF LA HABRA agrees to work with all other Partners to jointly develop
8 implementation processes acceptable to all for common intake and referral. All
9 Partners agree to cross train staff on the services of each of the other participating
10 Partners and the spectrum of related services available through their respective
11 agencies. A mutually acceptable referral process shall be adopted by the Operator and
12 Partner with the commitment to periodically evaluate the process and modify it
13 accordingly as needed. The process and referral methodologies are as follows:

- 14 1. Partner agrees to familiarize themselves with the requirements for participation in the
15 programs operated with the various funding streams available to each of the other
16 Partners participating in the One-Stop(s).
- 17 2. To the greatest extent possible, Partner agrees to develop an electronic summary of
18 their program requirements that can be accessed by the other Partners in the One-
19 Stop(s).
- 20 3. To the greatest extent possible, Partner agrees to utilize common intake forms.
- 21 4. Partner agrees to provide reciprocal feedback to the other Partners at the One-
22 Stop(s) regarding service provision.

23

24 **VIII. Customer Service**

25 Employees will be provided with a professional working environment with the
26 appropriate tools needed to achieve the desired positive outcomes for their customers.
27 A professional code of ethics will be created and agreed to by all Partners of the One-
28 Stop(s) consistent with THE CITY OF LA HABRA's existing policies, procedures and
regulations. All Partners will demonstrate that they are a customer driven organization
by adhering to the following elements:

- 1 1. Service to customers will be prompt and courteous.
- 2 2. Staff will encourage customer choice among program options to assist individuals
- 3 in meeting their career goals.
- 4 3. Staff will actively listen to what customers have to say.
- 5 4. Staff will build positive relationships with their customers through focusing on
- 6 accessibility and management of complaints.
- 7

8 **IX. Performance Goals and Standards**

9 THE CITY OF LA HABRA agrees to participate with the other Partners at the One-
10 Stop(s) in developing a process for analyzing customer satisfaction. Specifically:

- 11 1. Each Partner commits to customer satisfaction improvement strategies.
- 12 2. A "Participant Satisfaction Survey" will be made available to all users of the One-
13 Stop(s). Completed surveys will be analyzed within 10 days of receipt, maintaining
14 confidentiality at all times.
- 15 3. Surveys that recommend change or improvement will be sent to the corresponding
16 Partner for their consideration; if warranted, they will take appropriate action in
17 accordance with their own guidelines, policies, and operating procedures.
- 18

19 **X. System Operating Expenses**

20 As outlined in 20 CFR Part 662.270, each co-located Partner must contribute a fair share
21 of the operating costs of the One-Stop Delivery System proportionate to the use of the
22 System by individuals attributable to the Partner's programs.

- 23 1. THE CITY OF LA HABRA agrees to share in the operating costs of those One-
24 Stop(s) in which their staff is co-located. Partners co-located are required to either pay
25 cash or provide in-kind services equal to or greater than the amount of their assessed
26 usage fee. Allocation and payment of these costs that are attributable to the Partner will
27 be addressed in separate Cost Sharing Agreements between the Operator and the
28 Partner. These expenses may include, but are not limited to, rent for dedicated space,
rent for common space, shared staff (*i.e.* receptionist), facility costs, equipment and
supplies.

1 2. The Operator will ensure that the shared costs are supported by accurate data, the
2 shared costs are consistently applied over time, and the methodology used in
3 determining the shared costs are reflected in the Cost Sharing Agreements. All Cost
4 Sharing Agreements, if applicable, will be updated and revised on an annual basis.
5 These Agreements will be executed separately for each One-Stop.
6

7 **XI. Accessing and Sharing Data**

8 The WIA emphasizes technology as a critical tool in making possible all aspects of
9 information exchange including client tracking, common case management, reporting
10 and data collection. Therefore, THE CITY OF LA HABRA will:

- 11 1. Agree to the principles of common reporting and shared information through electronic
12 mechanisms including shared technology.
- 13 2. Commit to share information to the greatest extent allowable under their
14 governing legislation and confidentiality requirements.
- 15 3. Commit to participating on an interagency team to address issues surrounding
16 the sharing of information and technology.
17

18 **XII. System Security and Confidentiality.**

19 When an individual applies for or receives services from THE CITY OF LA HABRA,
20 through the One-Stop(s), all information regarding such application for or receipt of
21 Partner's services shall be confidential information subject to the provisions of 34 CFR
22 Part 361.38 and Title 9 California Code of Regulation, Sections 7140-7143.5.

23 Therefore, THE CITY OF LA HABRA agrees to the following:

- 24 1. To comply with provisions of the Workforce Investment Act and applicable sections
25 of the Welfare and Institutes Code, the California Education Code, the
26 Rehabilitation Act, and/or any other appropriate statutes or requirements.
- 27 2. System security provisions shall be agreed upon by all Partners and recorded in an
28 Information Security and Access Agreement to be signed by the staff using the
system.
3. All records of the One-Stop(s) or Partners, including but not limited to applications,

1 eligibility and referral records, or any other individual records related to services
2 provided under this MOU, shall be maintained in the strictest confidence, and shall
3 be used solely for purposes directly related to determining eligibility or delivery of
4 services to such individuals and not open to examination for any purpose not
5 directly connected with the delivery of such services.

6 4. No person shall publish or disclose, use, or permit, cause to be published, disclosed
7 or used, any confidential information pertaining to One-Stop applicants or customers;
8 nor shall referenced confidential information be disclosed absent a court order or a
9 written authorization from the applicant or customer.

10 5. All Partners agree to share client information that is necessary for the provision of
11 services under WIA, i.e.: intake; assessment; program or training referral; job
12 development or placement activities; and other services as needed for employment
13 or program support purposes.

14 15 **XIII. Grievance Procedures**

16 The OCWIB is required to establish and maintain a procedure for grievances and
17 complaints as outlined in 20 CFR Part 667.600. The process for handling grievances
18 and complaints is applicable to both participants as well as Partners. Every effort will be
19 made to preserve confidentiality as grievances are fairly and equitably considered. The
20 procedures will allow the individual or entity filing the complaint to exhaust every
21 administrative level possible in receiving a fair and complete hearing of their grievance, up
22 to the level of appeal to the State Workforce Investment Board and ultimately to the
23 Secretary of the Department of Labor.

24 The County in partnership with the OCWIB and THE CITY OF LA HABRA agree to
25 communicate openly and directly to resolve any problems or disputes related to the
26 provisions of services in a cooperative manner and at the lowest level of intervention
27 possible.

28 **XIV. Non-Discrimination**

1. California Fair Employment and Housing Act (Government Code Title 2, Division 3,
Part 2.8) - Parties to this MOU shall protect and safeguard the right and opportunity

1 of all persons to seek, obtain, and hold employment without discrimination or
2 abridgment on account of race, religious creed, color, ancestry, national origin,
3 physical disability, mental disability, medical condition, age, marital status, sex, or
4 sexual orientation.

- 5 2. Americans with Disabilities Act of 1990 (ADA) – Parties to this MOU shall assure their
6 own compliance with Title I of the ADA which prohibits discrimination against qualified
7 individuals with disabilities in job application procedures, hiring, firing, advancement,
8 compensation, job training, and other terms, conditions and privileges of employment.
9 3. Parties to this MOU shall include non-discrimination and compliance provisions of
10 these clauses in all related subcontracts and agreements.

11
12 **XV. Administrative and Operations Management**

- 13 1. It is understood that THE CITY OF LA HABRA and its staff are subject to existing
14 personnel policies, procedures, regulations and statutes as well as applicable
15 collective bargaining agreements. OCWIB will assure that the Operator will work
16 with THE CITY OF LA HABRA in developing and implementing policies and
17 procedures for the One-Stop(s), in order to avoid inconsistencies with THE CITY
18 OF LA HABRA's existing policies, procedures, regulations
19 and collective bargaining agreements.
- 20 2. A separate document, "One-Stop Operating Agreement Pursuant to the Workforce
21 Investment Act of 1998", will be executed between the Operator and THE CITY OF
22 LA HABRA. This agreement will define the manner in which the Partners will
23 participate in the One-Stop(s). This will include, at a minimum, arrangements for
24 supervision, scheduled hours of operation, procedures for referral, resource
25 sharing, definitions of program design, scope of services, capacity building and
26 dispute resolution.

1 **XVI. Marketing**

2 THE CITY OF LA HABRA agrees to collaborate, to the extent allowable by their
3 applicable laws, regulations and policies, with other Partners on a marketing strategy
4 informing job seekers, employed individuals, employers, and the community at large
5 about the services available through the One-Stop(s). Resources available to
6 enhance joint marketing efforts might include web site development, public
7 education/information, speaker's bureau, One-Stop brochures/flyers, media coverage
8 and/or public television or radio.

9
10 **XVII. Modification Process**

11 Any Party to this MOU may request a modification to this MOU. Such requests must
12 be in writing and must be agreed to by all Parties. Modifications to this MOU must be
13 in writing, signed and dated, and entered into with the same degree of formality as that
14 required for entry into the original MOU. If any provision of this MOU is found to be
15 invalid, the remainder of the MOU shall not be affected.

16
17 **XVIII. Duration of the MOU**

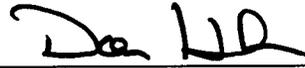
18 The term of this MOU shall commence on October 1, 2007, and shall remain in
19 effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA).

1 **IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms
2 and conditions contained herein and have duly authorized and caused this MOU to be executed as of
3 the date stated below written. There are no oral understandings of the Parties or terms and conditions
4 other than as are stated herein.

5 THE CITY OF LA HABRA*

6 Dated: 07/02/07

By:



7
8 Title:

City Manager

9 Dated: _____

By: _____

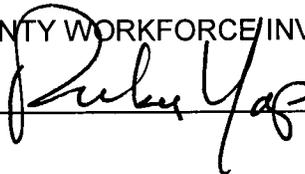
10
11 Title: _____

12 * For Partner Agencies that are **corporations**, Cal. Corporations Code sec. 313 signature requirements are as follows:
13 1) One signature by the Chairman of the Board, the President or any Vice President, and 2) One signature by the Secretary,
any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
14 For Partner Agencies that are **not corporations**, the person who has authority to bind the Contractor/Vendor to a contract
must sign on one of the lines above.

15 ORANGE COUNTY WORKFORCE INVESTMENT BOARD

16 Dated: 9-5-07

By:



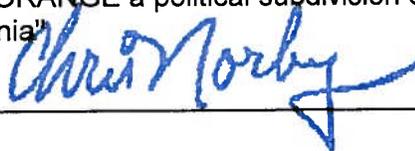
17 Title:

Chairman

18
19 "COUNTY OF ORANGE a political subdivision of the
20 State of California"

21 Dated: 9-25-07

By:

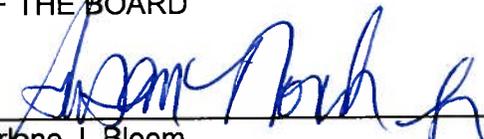


22 Chair, Orange County
Board of Supervisors

23 SIGNED AND CERTIFIED THAT A COPY OF THIS
24 AGREEMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

25 Dated: 9-25-07

By:



26 Darlene J. Bloom
27 Clerk of the Board of Supervisors
Orange County, California



28 APPROVED AS TO FORM:
COUNTY COUNSEL

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Dated: _____

By: _____

By: 
Deputy
Date: 8-29-07

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE
IN CONJUNCTION WITH THE
ORANGE COUNTY WORKFORCE INVESTMENT BOARD
AND
THE TRITECH SMALL BUSINESS DEVELOPMENT CENTER**

6 This Memorandum of Understanding (MOU) is made and entered into on this 15th day of
7 September, 2004, by and between the COUNTY OF ORANGE, through the ORANGE COUNTY
8 WORKFORCE INVESTMENT BOARD, hereinafter referred to as "the County", and the TriTech
9 Small Business Development Center of the California State University Fullerton Foundation,
10 hereinafter referred to as "TriTech".

11 **1. BACKGROUND**

12 The Orange County Workforce Investment Board is designated by the Orange County Board of
13 Supervisors, to provide oversight of the local One-Stop system and to oversee the distribution of
14 grant funds provided by the Workforce Investment Act. The goal of the One-Stop system, as a
15 core component of the larger workforce development system within Orange County, is to advance
16 the economic well being of the county's workforce service delivery area by developing and
17 maintaining a quality workforce and by serving as the primary venue for delivering all local and
18 regional workforce development services. TriTech is a Small Business Development Center
19 (SBDC) centered on helping Southern California people with high tech / high growth business
20 concepts learn how to bring their ideas to market. TriTech is funded by Small Business
21 Administration grants and California State University Fullerton along with support by other local
22 organizations.

23 **2. PURPOSE**

24 The purpose of this Memorandum of Understanding is to develop and foster mutual
25 understanding and a close working relationship between TriTech and the County in order to
26 achieve optimal effectiveness of each partner's business and workforce development programs

1 for the benefit of small businesses. The following undertakings are designed to achieve those
2 objectives. In entering into this Memorandum of Understanding ("the MOU"), the parties make the
3 commitment to maintain not only the basic provisions of the Workforce Investment Act of 1998
4 ("the WIA") but also to support the following basic guiding principles:

- 5 a) **Integrated Services:** Provide a wide range of training, and education services as possible
6 for employers and individuals seeking jobs, career and skill enhancement, higher
7 productivity and profitability.
- 8 b) **Comprehensive Information:** Provide timely, relevant, and useful information with wide
9 and easy access to needed business and workforce services.
- 10 c) **Customers Focused:** Support informed choice by providing a means for customers to
11 judge the quality of these services.
- 12 d) **Adaptability:** Accommodation of changing economic and other environmental conditions.
- 13 e) **Performance Based:** Outcomes to be achieved and methods for measuring the agreed
14 upon outcomes, including satisfaction are identified.

15 **3. TERM/AMENDMENTS**

16 The term of this MOU shall commence on the date of its full execution by TriTech and the
17 County and shall remain in effect until terminated by the repeal of the Workforce Investment
18 Act of 1998 (WIA), otherwise by action of law, or either party provides the other with a
19 minimum of 30 days written notice of its intention to terminate.

20 Amendments to this MOU may be made upon written agreement of the parties, 30 days prior
21 to the effective date of the change.

22 **4. RESPONSIBILITIES OF THE PARTIES**

23 The parties to this MOU agree to work together to meet the needs and promote the interest
24 of small business by providing workforce and business development assistance and
25 advocacy in support of small business growth in Orange County. The parties agree to
26 integrate services to the extent possible, in bringing together resources of program, staff,
and/or funding respectively. Each organization has separate services and resources which,

1 when delivered in coordination with each other, will provide maximum benefits to the small
2 business communities served.

3 **THE COUNTY WILL:**

- 4 a) To the extent possible, assist in promoting TriTech's Small Business Development
5 Strategic Plan.
- 6 b) Collaborate with other TriTech resource partners, including the Orange County Business
7 Council, Service Corps of Retired Executives (SCORE) and the Women's Business Center
8 (WBC) to provide business development services to small businesses.
- 9 c) Highlight TriTech's economic development and small business training programs on the
10 OCWIB website.
- 11 d) Develop a small business information column for the monthly distribution of the OCWIB
12 UPDATE newsletter.
- 13 e) Provide access to the One-Stop Business Service Center for referral of small business
14 clients.
- 15 f) Promote an annual Small Business Conference for the Orange County region.
- 16 g) Provide pertinent labor market research data for use by TriTech business clients.

17 **TRITECH WILL:**

- 18 a) Advise the County of events that will impact our mutual mission.
- 19 b) Make available small business services and workshop training through referral to the One-
20 Stop Business Service Centers.
- 21 c) Promote One-Stop workforce training programs that benefit small business.
- 22 d) Link its website to the OCWIB website.
- 23 e) Become a primary resource for County development of small business program initiatives.
- 24 f) Assist in recruitment of small business companies as potential Orange County Workforce
25 Investment Board members.
- 26 g) Operate under the strategic planning principles adopted by the OCWIB.
- h) Promote the OCWIB industry goals and objectives.

5. PUBLICITY

1 Neither party shall make a press release, advertisement, public statement nor disclosure
2 concerning the existence of this Agreement or its contents, except as required by law,
3 without the express written consent of the parties. If OCWIB is required by law to disclose
4 information regarding this Agreement or its contents, OCWIB will, if possible, give prior notice
5 to TriTech.

6 TriTech agrees to abide by the OCWIB Graphics Standards in its use of the OCWIB logo.
7 OCWIB authorizes TriTech to use the OCWIB logo in its promotional materials. Further, all
8 materials prepared by TriTech and its assignees to promote this agreement will be submitted
9 to OCWIB for review and approval prior to publication.

10 **6. METHODS OF REFERRAL**

11 The parties agree to develop jointly and mutually implement processes and cross-train staff.
12 The parties to this MOU agree to evaluate this process and modify it to meet changing
13 requirements or needs.

14 **7. CONFIDENTIALITY**

15 The parties to this MOU agree to comply with the provisions of the WIA, and applicable
16 sections of the Welfare and Institutions Code, the California Education Code, the
17 Rehabilitation Act, and/or any other appropriate statute or requirement to assure that each
18 party agrees to abide by the current confidentiality provisions of respective statutes and shall
19 share information necessary for the administration of the program. The parties therefore
20 agree to share information necessary for provision of services under the WIA needed for
21 program support purposes.

22 **8. APPROVAL**

23 This MOU is of no force or effect until approved by action of each party and signed by
24 authorized representatives of the County and TriTech.

25 **9. TERMINATION**

1 This MOU may be terminated by either party, with or without cause, upon 30 days notice to
2 the other party.

3 **10. BUSINESS DISPUTE**

4 If any claim or controversy arises out of this Agreement ("Dispute"), the parties shall first
5 make a good faith effort to resolve the Dispute through their management. In the event such
6 good faith negotiation fails to settle any Dispute within sixty days from notice of the Dispute,
7 the parties shall try in good faith to settle the Dispute by mediation administered by a
8 mediator upon whom both the County and City agree, before resorting to litigation.

9 **11. NO THIRD-PARTY RIGHTS**

10 Nothing in this Agreement is intended to make any person or entity that is not a signatory to
11 the agreement a third-party beneficiary of any right created by this Agreement or by
12 operation of law.

13 **12. ATTORNEY'S FEES**

14 In the event suit is brought by either party to enforce the terms and provisions of this MOU or
15 to secure the performance hereof, each party shall bear its own attorney fees.

16 **13. HOLD HARMLESS**

17 The County shall protect, defend, indemnify and hold harmless TriTech, its officers, officials,
18 employees, and agents from and against any and all liability, loss, damage, expenses, costs
19 (including without limitation, costs and fees of litigation of every nature) arising out of or in
20 connection with the County's performance of this MOU or its failure to comply with any of its
21 obligations contained in this MOU by the County, its officers, agents or employees except
22 such loss or damage which was caused by the sole negligence or willful misconduct of
23 TriTech. TriTech shall be reimbursed by the County for all costs and attorney's fees incurred
24 by TriTech in enforcing this obligation

25
26

1 TriTech shall protect, defend, indemnify and hold harmless the County, its officers, officials,
2 employees, and agents from and against any and all liability, loss, damage, expenses, costs
3 (including without limitation, costs and fees of litigation of every nature) arising out of or in
4 connection with TriTech's performance of this MOU or its failure to comply with any of its
5 obligations contained in this MOU by TriTech, its officers, agents or employees except such
6 loss or damage which was caused by the sole negligence or willful misconduct of the County.
7 The County shall be reimbursed by TriTech for all costs and attorney's fees incurred by the
8 County in enforcing this obligation.

9 **14. TRITECH EMPLOYEES AND OFFICIALS**

10 The County shall employ no official or any regular employee of TriTech in the work
11 performed pursuant to this MOU nor shall TriTech employ any County employee for the
12 performance of this MOU. No officer or employee of TriTech shall have any financial interest
13 in this MOU in violation of the applicable provisions of the California Government Code.

14 **15. SECTION HEADINGS**

15 The titles, captions, section, paragraph, subject headings and descriptive phrases at the
16 beginning of the various sections in this MOU are merely descriptive and are included solely
17 for convenience of reference only and are not representative of matters included or excluded
18 from such provisions, and do not interpret, define, limit or describe, or construe the intent of
19 the parties or affect the construction or interpretation of any provision of this MOU.

20 **16. INTERPRETATION OF THIS AGREEMENT**

21 The language of all parts of this MOU shall in all cases be construed as a whole, according
22 to its fair meaning, and not strictly for or against any of the parties. If any provision of this
23 MOU is held by an arbitrator or court of competent jurisdiction to be unenforceable, void,
24 illegal or invalid, such holding shall not affect the remaining covenants and provisions of this
25 MOU. No covenant or provision shall be deemed dependent upon any other unless so
26

1 expressly provided here. As used in this MOU, the masculine or neuter gender and singular
2 or plural number shall be deemed to include the other whenever the context so indicates or
3 requires. Nothing contained herein shall be construed so as to require the commission of
4 any act contrary to law, and wherever there is any conflict between any provision contained
5 here in an any present or future statute, law, ordinance or regulation contrary to which the
6 parties have no right to contract, then the latter shall prevail, and the provision of this MOU
7 which is hereby affected shall be curtailed and limited only to the extent necessary to bring it
8 within the requirements of the law.

9 **17. NOTICES**

10 Any notice required to be given under this MOU shall be given either by personal delivery or
11 by enclosing such notice in a sealed envelope, postage prepaid, and depositing said
12 envelope in the U.S. Mail, addressed as follows:

13 **To the County:**
14 **Andrew Munoz**
15 **Executive Director**
16 **Orange County Workforce Investment Board**
17 **1300 S. Grand Ave., Bldg B**
18 **Santa Ana, CA 92705**

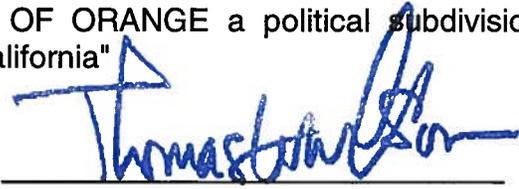
To TRITECH:
Jack Mixner
Director
TriTech-SBDC
2 Park Plaza, Suite 100
Irvine, CA 92614

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IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this MOU to be executed as of the date stated below.

"COUNTY OF ORANGE a political subdivision of the State of California"

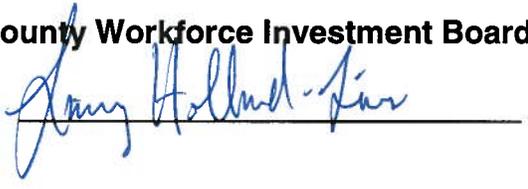
Dated: 9/16/04

By: 

Chair, Orange County Board of Supervisors

Orange County Workforce Investment Board

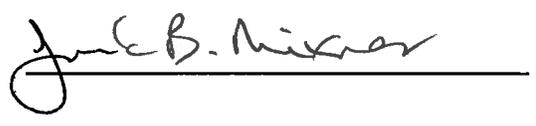
Dated: _____

By: 

Title: Chair

TriTech-SBDC

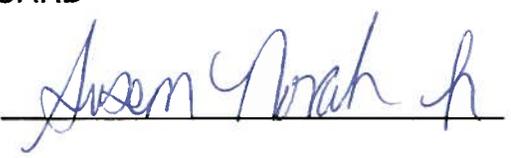
Dated: 25 Aug 04

By: 

Title: Director

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Dated: 9/16/04

By: 



Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM:

COUNTY COUNSEL
County of Orange

Dated: August 23, 2004

By: 

IN WITNESS THEREOF, the parties have signed their names effective the day and year first above written.

Working Wardrobes for a New Start

Jerri Rosen

CEO/Founder

3030 Pullman St. Ste. A

Costa Mesa, CA 92626

Signature: _____

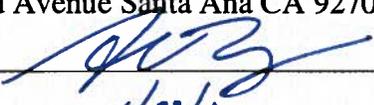
Date: _____

Orange County Workforce Investment Board

Andrew Munoz

Executive Director

1300 S. Grand Avenue Santa Ana CA 92705

Signature:  _____

Date: 4/22/12 _____

WIA Local Plan Program Years 2013-14 Local Area Grant Recipient Listing

Instructions: Enter the name of the Local Workforce Investment Area (local area), organization, contact person's name and title, mailing address, telephone and fax numbers, and e-mail address. Obtain the appropriate signature of the Chief Local Elected Official(s), or their officially designated alternates. (Note: Alternates must be designated by official action of their respective boards or by locally approved policy.) If you have more than one Chief Local Elected Official who must sign the local plan, add an additional signature page. Enter their respective names, titles, and the dates of signature. [WIA Sections 117(d)(3)(B)(i) and 118(b)(8)]

Name of local area: ORANGE COUNTY WORKFORCE INVESTMENT AREA

ENTITY	ORGANIZATION	CONTACT (NAME/TITLE)	MAILING ADDRESS (STREET, CITY, ZIP)	TELEPHONE, FAX, E-MAIL
Grant Recipient (or Subrecipient if applicable)	OC Community Resources, OC Community Services	Andrew Munoz Community Investment Division Administrator	1300 South Grand Avenue, 3rd floor, Building B, Santa Ana, CA 92705	P: 714-480-6448 F: 714-834-7132 Andrew.Munoz@occr.ocgov.com
Fiscal Agent	OC Community Resources, OC Community Services	Aidee Parish Accounting Manager	1300 South Grand Avenue, 3rd floor, Building B, Santa Ana, CA 92705	P: 714- 480-6527 F: 714- 567-7322 Aidee.Parish@occr.ocgov.com
Local Area Administrator	Orange County Workforce Investment Board	Andrew Munoz Executive Director	1300 South Grand Avenue, 3rd floor, Building B, Santa Ana, CA 92705	P: 714-480-6448 F: 714-834-7132 Andrew.Munoz@occr.ocgov.com
Local Area Administrator Alternate	Orange County Workforce Investment Board	Julie Elizondo Deputy Director	1300 South Grand Avenue, 3rd floor, Building B, Santa Ana, CA 92705	P: 714-480-6442 F: 714-834-7132 Julie.Elizondo@occr.ocgov.com

Shawn Nelson

Chair, Orange County Board of Supervisors

Signature

Date

If a Local Grant Subrecipient has been designated, please submit a copy of the agreement between the Chief Local Elected Official and the Subrecipient. The agreement should delineate roles and responsibilities of each, including signature authority.

WIA Local Plan Program Years 2013-17 Local Workforce Investment Board Bylaws

Local Workforce Investment Boards are required to submit a copy of their bylaws as an attachment to the local plan. Include the bylaws under this cover page. As a reminder, the local board's composition should include a minimum of 15 percent of its membership from labor organizations and should also include a Business Council. If an existing body of the local board already includes the required membership, that information should be included in the local plan narrative.



ORANGE COUNTY WORKFORCE INVESTMENT BOARD

BYLAWS



ARTICLE I: NAME, PURPOSE AND FUNCTIONS

- A. The name of this organization shall be the Orange County Workforce Investment Board, hereinafter referred to as “OCWIB.” It is established pursuant to the legislative mandates outlined in the Workforce Investment Act of 1998 (WIA), 20 USC 9201.
1. The Orange County Board of Supervisors, hereinafter referred to as “County”, appoints the members of the OCWIB.
 2. The official office location and mailing address of the OCWIB shall be: 1300 So. Grand Ave, Building B, 3rd Floor, Santa Ana, CA 92705.
- B. The purpose of the OCWIB is to:
1. Work in agreement with the County to design and coordinate workforce and economic development activities and policies for Orange County, California.
 2. Strive to increase the involvement of the business community in workforce and economic development activities.
 3. Increase employment opportunities for the residents of Orange County.
- C. In accordance with 20 Code of Federal Regulations (CFR), Sections 661.290, 661.305, 661.335 and 662.410, and WIA Sections 116(c) and 117(h) for the Orange County Workforce Investment Area, and as the County appointed Board that oversees the Comprehensive Economic Development Strategy for the entire County of Orange which fulfills the statutory requirement contained in 13 CFR, Chapter III, Part 304 to designate the County of Orange as an Economic Development District, the functions of the OCWIB are as follows:
1. Developing and submitting a comprehensive five-year local workforce investment plan for Orange County to the Governor, in partnership with the Board of Supervisors;
 2. Appointing a Youth Council as a subgroup of the OCWIB and coordinating workforce and youth plans and activities with the Youth Council;

3. Recommending to the County the designation and selection of One-Stop Operator(s) and eligible providers of youth services; Selecting One-Stop operators, with the agreement of the local chief elected official, annually reviewing their operations, and terminating for cause the eligibility of such operators.
4. Certifying One-Stop operators;
5. Conducting oversight of the One-Stop system, youth activities and employment and training activities in partnership with the County;
6. Selecting eligible providers of adult and dislocated worker intensive services and training services and maintaining a list of eligible providers with performance and cost information;
7. Developing a budget for the purpose of carrying out the duties of the OCWIB, subject to the approval of the County;
8. Negotiating and reaching agreement on local performance measures with the County and the Governor;
9. Assisting the Governor in developing the statewide employment statistics system under the Wagner-Peyser Act;
10. Coordinating workforce investment activities with economic development strategies and developing employer linkages;
11. Functioning as the Comprehensive Economic Development Strategy (CEDS) committee for Orange County, California as follows:
 - a. Updating and implementing the CEDS,
 - (1) Submitting annual reports relating to the strategy, and all the requirements therein; and
 - (2) Assisting entities in their application for Economic Development Administration funding that implements the CEDS.
 - b. Operating as the County's focal point for the development and implementation of federal, state and other private and public assistance programs for public works impact projects, loans and grants for business development by collecting data pursuant to Orange County's strategy for development, through:
 - (1) Analyzing the present economic situation;
 - (2) Identifying potential development opportunities;
 - (3) Examining the actions required to realize the County's potential; and

- (4) Selecting feasible project opportunities and implementing the required actions.
 - c. Developing and seeking adoption of policies which affect favorable economic development for Orange County.
 - d. Aligning Orange County's Economic and Workforce Development.
 - e. Interfacing with other organizations or projects with similar goals.
 - 12. Promoting private sector involvement in the statewide workforce investment system through effective connecting, brokering, and coaching activities through intermediaries such as the One-Stop operator in the local area or through community-based, faith-based and other organizations;
 - 13. Participating in regional planning responsibilities required by the state; and
 - 14. Adhering to all other applicable laws or regulations or as directed by the California Workforce Investment Board or its administrative agencies.
- D. In accordance with 20 CFR, Part 652, Section 667.262(a) the OCWIB shall not use Workforce Investment Act funds for employment generating activities, economic development, and other similar activities, unless they are directly related to training for eligible individuals, such as for employer outreach and job development activities.
- E. In the performance of its responsibilities, the OCWIB shall not engage nor employ any discriminatory practices in the provision of services or benefits, assignment of accommodations, treatment, employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable County, state or federal laws, regulations or ordinances.

ARTICLE II: APPOINTMENT AND MEMBERSHIP

- A. In accordance with WIA, Section 117, the County shall appoint members to the OCWIB from nominations.
- B. Membership of the OCWIB is to be composed as follows:
 - 1. Majority business members (50% + 1)
 - 2. Mandated members* representing the following categories (numbers indicated are for minimum representation):
 - a. Education agencies (2)

- b. Labor organizations (15% of local board membership or at least 10% of local board members if the local labor federation fails to nominate enough members)
- c. Community based organizations (2)
- d. Economic development agencies (2)
- e. Required One-Stop partners not represented in other categories

**members may represent multiple categories*

- 3. Nominations to the private sector seats on the OCWIB shall be made by business, professional and/or trade organizations in the Orange County area and individual member(s) of the Orange County Board of Supervisors. There shall be at least one nomination for each vacancy.
- 4. The following criteria will be used for all nominations for membership appointments:
 - a. Business members will be recruited as follows:
 - (1) Chambers of commerce, trade associations or other business organizations shall nominate candidates.
 - (2) Candidates must be in positions with a high degree of policymaking and hiring authority within the business they represent.
 - (3) Representatives from small businesses will be recruited.
 - (4) Representatives from the industry clusters identified by Orange County labor market information research will be recruited.
 - (5) Representatives to provide for geographic representation from all parts of Orange County will be recruited.
 - (6) Representatives who have an expressed interest and expertise in the economy of the County.
 - b. Education member representation will be selected based on the following categories:
 - (1) Two (2) Community College representatives located within the Local Workforce Investment Area. Representatives shall rotate in pairs and shall serve or designate an appropriate representative.
 - (2) One (1) K-12 representative.
 - (3) One (1) Regional Occupational Program (ROP) representative.

- (4) One (1) University of California, Irvine representative.
- (5) One (1) California State University, Fullerton representative.
- c. Representatives of labor organizations will be nominated by local labor federations, including a representative of an apprenticeship program. At least 15 percent of local board members shall be representatives of labor organizations unless the local labor federation fails to nominate enough members. If this occurs, then at least 10 percent of the local board members shall be representatives of labor organizations.
- d. Community Based Organization (CBO) members (at minimum 2) will be selected based on the following:
 - (1) Representatives from CBOs that are required One-Stop Partners will also be counted as CBO members.
 - (2) Representatives of CBOs will be selected from CBOs that have expertise related to or provide services to employers, employees or job seekers in Orange County or that provide services that fill identified voids in the service delivery system.
- e. Economic development agency members (at minimum 2) will be selected based on the following:
 - (1) An entity representing Economic Development in Orange County will be recruited.
 - (2) A representative from the local chapter of California Association for Local Economic Development will be recruited.
 - (3) Private sector economic development entities will be recruited.
- f. Required One-Stop partner members are designated by their organization.
- g. The County may exercise its right to appoint one community leader under the "Special Category" member designation.
- h. All regular OCWIB member appointments shall be for a term of three (3) years.
 - (1) Appointments shall end on December 31st.
 - (2) Terms shall be staggered to ensure a continuity of representation.

- (3) Appointments made to fill a vacancy left by a member before the expiration of the term of that member shall be for the remaining term of that member.
- (4) Service beyond a three-year term shall be considered by a nominating authority at the end of each three-year term.
- (5) A member, who has not been reappointed or replaced at the termination date of appointment, shall serve as a member until reappointed or replaced with no lapse of representation unless the appointing authority rules otherwise.

ARTICLE III: BOARD OFFICERS

A. OCWIB officers shall consist of:

1. Chairperson

- a. The Board Chairperson shall be a private sector representative. The duties of the Chairperson shall be to preside at OCWIB meetings, decide points of order, announce all business, entertain motions, put motions to vote, and announce vote results.
- b. The Chairperson shall appoint and may remove committee Chairpersons.
- c. The Chairperson may call special meetings of the OCWIB.
- d. The Chairperson or his or her designee may represent the OCWIB at public functions.

2. Vice-Chairperson

- a. The Vice-Chairperson shall be a private sector representative.
- b. The Vice-Chairperson shall perform the duties of the Chairperson in his or her absence.
- c. If the Chair becomes vacant, the Vice-Chairperson shall succeed to the Chair for the balance of the term of office.

3. Second Vice-Chairperson

The Second Vice-Chairperson shall perform duties of the Chairperson in the absence of both the Chairperson and the Vice-Chairperson.

- B. Election of officers shall be held annually during the first OCWIB meeting of each fiscal year by majority vote, a quorum being present.
1. An ad hoc committee shall be appointed for purposes of securing nominations for OCWIB officers.
 2. Additional nominations from the floor will be accepted by the Chair or acting Chair of the OCWIB before the vote takes place.
 3. All officers shall be elected for a term of one (1) year, and shall serve until their successors are elected.
 4. They shall begin their terms of office at the close of the meeting during which they were elected.

ARTICLE IV: DUTIES OF MEMBERS

- A. Members shall attend meetings of the OCWIB and of committees to which they are appointed. The Executive Committee shall routinely review member attendance at OCWIB and committee meetings.
- B. Members shall notify the Executive Director and/or staff of the OCWIB, of any expected absence for a meeting at least 48 hours before a regularly scheduled OCWIB or Committee meeting, indicating good and sufficient reasons for the absence. Such notification may be direct or through staff of the OCWIB.
- C. Each member of the OCWIB should serve on at least one standing committee as necessary.

ARTICLE V: REMOVAL AND RESIGNATION OF MEMBERS

- A. The Chairperson may recommend to the OCWIB the removal of any member(s) based on cause or absenteeism.
 1. Removal for Cause - Cause shall be defined by the OCWIB that the member is unable effectively to represent the categorical seat to which he/she is appointed due to change of employment or status that substantially alters the member's qualifications which were present and considered in making the initial appointment or interfere with the individual's ability to properly function as a member of the OCWIB.
 2. Removal for Absenteeism - Members may be removed from membership on the OCWIB if the member is absent from more than three (3) consecutive regular OCWIB or standing committee meetings.

3. Removal of a member shall require a majority vote of the OCWIB, a quorum being present.
- B. Resignation of OCWIB members should be effected by a written letter of resignation submitted to the Chairperson of the OCWIB and to the County.

ARTICLE VI: COMMITTEES

A. Executive Committee

1. There shall be an Executive Committee comprised of:
 - a. The Chairperson of the OCWIB
 - b. The Vice-Chairperson of the OCWIB
 - c. The Second Vice-Chairperson of the OCWIB
 - d. Standing Committee Chairs
 - e. Immediate Past OCWIB Chairperson
 - f. 3-4 OCWIB members at large, appointed by the OCWIB Chairperson
2. Composition of the Executive Committee must include a majority of private sector members.

(a) It is the intent of the Board to have a labor representative seated on the Executive Committee.

3. The Executive Committee shall hold meetings at the request of the Chairperson, or the OCWIB Executive Director.
4. The Executive Committee shall review the OCWIB Bylaws and suggest amendments to the OCWIB in accordance with Section IX below.
5. The Executive Committee shall formulate public relations, marketing and job development activities, lead the coordination of economic and workforce development activities and strategies, and manage local labor market information to benefit employers and job seekers in connection with other agencies.

B. The OCWIB shall have two (2) standing committees:

1. The Service Delivery and Performance Committee provides programmatic oversight of the One-Stop System including the development of a quality One-Stop System, coordination of services, performance measure attainment, workforce development policy implementation and partnership facilitation. In addition, the Service Delivery and Performance Committee oversees the negotiation and maintenance of Memoranda of Understanding (MOUs), measures customer satisfaction, manages the One-Stop Certification process for comprehensive One-Stop Centers and identifies potential satellite sites and points of service.
 2. The Youth Council recommends eligible providers of youth activities to leverage other LWIA youth program funds for the purpose of improving the effectiveness of local youth programs through collaborative planning, funding, and service delivery; makes recommendations to the LWIB for connecting youth programs activities, including those provided by local educational entities, to the One-Stop delivery system; and makes recommendations to the LWIB for including training in nontraditional occupations for women and girls, and pre-apprenticeship training in youth program activities. Members shall include:
 - a) Representative of youth who are enrolled in school;
 - b) Representative of youth who are out-of-school;
 - c) Representative from a private sector;
 - d) Representative of local educational agencies serving youth;
 - e) Representative of private nonprofit agencies serving youth; and
 - f) Representative of apprenticeship training programs serving youth.
- C. Ad Hoc Committees - In addition to the standing committees and the Executive Committee, the Chairperson of the OCWIB may establish ad hoc committees to accomplish time-limited tasks that support the goals of the OCWIB.
- D. Terms of appointment to the Executive Committee and standing committees shall be for one year; and terms of appointment for ad hoc committees shall be for the period of time required to fulfill the committee's purpose.
- E. When appropriate, committees may call on other knowledgeable individuals who are not OCWIB members to act as consultants to the committees. Said individuals shall receive no remuneration, shall not have voting privileges and shall be subject to all conflict of interest statutes, regulations and ordinances.

ARTICLE VII: MEETINGS AND ACTIONS

- A. The OCWIB shall, at its first meeting of each year, adopt a schedule of regular meetings and transmit that schedule to members, the County, and the public at large.

- B. All OCWIB meetings shall be open, public and noticed in conformance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 et seq., as amended and held at a location within Orange County, California that satisfies the access requirements of the Americans with Disabilities Act.
- C. Special meetings of the OCWIB may be called either by the Chairperson or at the request of a majority of OCWIB members.
 - 1. Notice of special meetings shall be delivered to members personally, by mail or electronically, and must be received no later than twenty-four hours in advance of the meeting.
 - 2. Said notice must state the business to be considered and whether alternative technological means may be used such as telephone or video conferencing, as technological resource availability permits and as permissible by the Ralph M. Brown Act.
- D. Use of technology - Alternative technological means such as telephone or video conferencing, may be used at an OCWIB, standing or ad hoc meeting as technological resource availability permits and as permissible by the Ralph M. Brown Act.
- E. Quorum and voting requirements for meetings are as follows:
 - 1. Quorum requirements are as follows:
 - a. OCWIB meetings – Quorum shall be no less than fifty percent + 1 of the membership.
 - b. Executive Committee – Quorum shall be the members present, but no less than three (3).
 - c. OCWIB Standing Committees – Quorum shall be the members present, but no less than three (3).
 - d. Ad hoc Committees – Quorum shall be the members present, but no less than three (3).
 - 2. Voting Majority – Decisions and acts made by majority vote of the members at any duly constituted meeting shall be regarded as acts of the OCWIB, except as otherwise provided by these Bylaws.
 - a. Members choosing to abstain from voting on specific actions will not affect majority requirements.

- b. Abstentions are considered a “non-vote” - neither a vote in the affirmative nor in the negative. However, in order for an action to be passed, a majority of the quorum casting votes must vote in the affirmative.

For example: If, at a standing committee meeting, six (6) voting members of the OCWIB are present to vote, and on a particular motion, three (3) vote in the affirmative, two (2) vote in the negative, and one (1) member abstains, the motion passes.

- 3. Conflict of Interest – Members of the OCWIB and any of its committees or subcommittees shall abstain from voting on any issue in which they may be personally interested, as shown below, to avoid a conflict of interest in accordance with County, state and federal laws, regulations and ordinances and shall refrain from engaging in any behavior that conflicts with the best interest of the County.
 - a. Members of the OCWIB shall not vote nor attempt to influence any other OCWIB member on a matter under consideration by the OCWIB:
 - (1) Regarding the provision of services by such member (or by an entity that such member represents); or
 - (2) That would provide direct financial benefit to such member or the immediate family of such member; or
 - (3) Engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State Plan.
 - b. If a question arises as to whether a conflict exists that may prevent a member from voting, the Chairperson or designee may consult with County Staff to assist them in making that determination.
 - c. In order to avoid a conflict of interest or the appearance of such conflict, all members of the OCWIB shall annually disclose information regarding their private economic interests on the Fair Political Practices Commission – Statement of Economic Interests, California Form 700 and shall fully comply with County, state or federal laws and policy.
 - d. Neither the OCWIB nor any of its members shall promote, directly or indirectly, any political party, political candidate or political activity using the name, emblem or any other identifier of the OCWIB.
 - e. No assets or assistance provided by the County to the OCWIB shall be used for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

ARTICLE VIII: AUTHORITY

- A. Parliamentary Authority – The latest available edition of *Robert's Rules of Order Newly Revised* shall govern the meetings of the OCWIB and its committees and subcommittees in all cases in which they are applicable and in which they are not inconsistent with these Bylaws, any special rules of order the OCWIB may adopt, or any applicable County, state and federal laws, regulations and ordinances.
- B. When circumstances demand that action be taken before the next scheduled OCWIB meeting, the OCWIB may authorize and grant its full authority to the Executive, standing, or ad hoc committee to act on its behalf to make specific, limited, independent recommendations to the County, a quorum of the OCWIB being present.
 - 1. Such actions taken on behalf of the OCWIB, by a committee, will be presented as an information item at the next regular OCWIB meeting.
 - 2. Such actions will not require further action by the OCWIB.
- C. Executive Committee – When unforeseen circumstances demand that action be taken before the next scheduled OCWIB meeting, the Executive Committee is authorized to take action on behalf of the OCWIB.
 - 1. OCWIB members shall be notified either in writing or electronically within (10) ten business days of any Executive Committee action.
 - 2. Such action is subject to review and ratification by the general membership of the OCWIB at its next meeting.
- D. Standing and Ad Hoc Committees
 - 1. Standing committees shall have independent authority to release a Request for Proposal (RFP) provided the scope of such RFP is within the purview of the committee. Final funding and contract decisions will remain with the OCWIB unless the OCWIB specifically delegates such authority.
 - 2. Except as outlined above, no standing or ad hoc committee shall have independent authority to commit the OCWIB to policy or action without approval of the OCWIB.

ARTICLE IX: ADOPTION AND AMENDMENT OF BYLAWS

- A. Adoption – Affirmative vote of at least fifty percent + 1 of those voting, a quorum being present, shall be required to adopt these Bylaws

B. Amendments

1. Any member of the OCWIB or the OCWIB Executive Director may propose amendments to the Bylaws.
2. Proposed amendments shall be submitted in writing and made available to each member of the OCWIB no less than five (5) days prior to consideration before a vote can be taken.

ARTICLE X: SEVERABILITY

Should any part term, portion or provision of these Bylaws be determined to be in conflict with any law, regulation or ordinance or otherwise unenforceable or ineffectual, the remaining parts, terms, portions or provisions shall be deemed severable and their validity shall not be affected thereby provided such remaining portions or provisions can be construed in substance to constitute the provisions that the members intended to enact in the first instance.

ARTICLE XI: REIMBURSEMENT

OCWIB and Youth Council members shall not be paid for their services, but shall be reimbursed for their necessary and actual expenses incurred in the performance of their duties connected with their activities or responsibilities under the WIA. All requests for reimbursement must be submitted in accordance with the approved travel and expense policy of the County.

**WIA Local Plan Program Years 2013-15
Local Workforce Investment Board Recertification Request**

Local Board Name:	Orange County Workforce Investment Board (OCWIB)
Contact Person:	Andrew Munoz
Telephone:	714-480-6448
Date:	July 1, 2013

Local Workforce Investment Board Membership Certification

The Workforce Investment Act (WIA) Section 117(a)(b) and (c) provides for the requirements for nominating and selecting members in each membership category. The WIA Section 117(b)(4) requires that business members constitute a majority of the Local Workforce Investment Board (local board). Per WIA Section 117(b)(5), the chairperson shall be a business representative. The required membership categories follow.

I certify that the below listed members of the Orange County Workforce Investment Board (OCWIB) Local Workforce Investment Board were appointed in the manner required by WIA Section 117.

Bob Bunyan

Local Workforce Investment Board Chair

Signature

Date

INSTRUCTIONS: If the Chief Local Elected Official has approved additional membership categories, enter the information under “ADDITIONAL PARTNERS and ADDITIONAL ONE-STOP PARTNERS.” If the additional members are non-business, then a sufficient number of additional business members are required to maintain the business majority. If an individual represents multiple categories, after the first time s/he is identified (subsequent to the first notation), please asterisk his/her name at all subsequent entries. If a required membership category (program or activities) does not exist in your local area, simply indicate “does not exist” in the “Name” column for that category. Add extra lines as needed. Address any vacancies under “CORRECTIVE ACTION COMMENTS.”

BUSINESS: WIA Section 117(b)(2)(A) – shall include (i) representatives of business in the local area, who (I) are owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policy-making or hiring authority; (II) represent businesses with employment opportunities that reflect the employment opportunities of the local area; and (III) are appointed from among individuals nominated by local business organizations and business trade associations. Please identify the local board chairperson by typing CHAIR after his/her name.

Name	Title	Entity	Appointment Date	Term End Date
Peter Agarwal	Vice President and Manager	Citizens Business Bank	12/14/2010	12/31/2013
Bob Bunyan, CHAIR	Principal	The Arlington Group	12/13/2011	12/31/2014
Maria-Jean Caterinicchio	Director, Workforce Development	Memorial Care Medical Centers	12/13/2011	12/31/2014
Euiwon Chough	President	Chough & Associates	12/18/2012	12/31/2015
Jim Clouse	Branch Manager	Manpower	12/13/2011	12/31/2014
Ronald DiLuigi	VP, Community Benefits and Advocacy	St. Joseph Health System	12/18/2012	12/31/2015
Fred Flores	President	Diverse Staffing Solutions	12/18/2012	12/31/2015
Lauray Holland Leis	Sr. Director, Human Resources	The Irvine Company	12/14/2010	12/31/2013
Kenneth Howe	Construction Manager	Brookside Builder Services	12/18/2012	12/31/2015
Alireza Jazayeri	President	3P Consulting	12/13/2011	12/31/2014
Kevin Landry	President/CEO	New Horizons Computer Learning Center	12/14/2010	12/31/2013

Jamie Latiano	Senior Director, Human Resources	Ingram Micro Inc.	8/14/2012	12/31/2013
Barbara Mason	Senior Manager, Site Integration	The Boeing Company	4/23/2013	12/31/2015
Bonny Perez	President	Solmar Legacy, Inc.	12/14/2010	12/31/2013
Tom Porter	Director, Human Resources & Administration	Kawasaki Motors Corp., USA	12/13/2011	12/21/2014
Richard Sandzimier	Principal	RI Connsult	12/18/2012	12/31/2015
Tod Sword	Project Manager	Southern California Edison	12/13/2011	12/31/2014
Thomas Tassinari	Director	Synergy Solutions	12/18/2012	12/31/2015
Ed Tomlin	General Manager	Renaissance ClubSport	12/18/2012	12/31/2015
Kay Turley-Kirchner	Consultant	Kirchner Consulting	12/18/2012	12/31/2015
Yasith Weerasuriya	President	Stanbridge College	12/13/2011	12/31/2014
Ruby Yap	President/CEO	Yap & Little CPA, Inc.	12/13/2011	12/31/2014

LOCAL EDUCATION ENTITIES: WIA Section 117(b)(2)(A) – shall include (ii) representatives of local educational entities, including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges, where such entities exist), selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities. A minimum of two appointments is required.

Name	Title	Entity	Appointment Date	Term End Date
Dr. Loretta Adrian	President	Coastline Community College District	2/26/2013	12/31/2014
Darlene LeFort	Superintendent	Coastline Regional Occupational Program	12/18/2012	12/31/2015
Gary Matkin	Dean, University Extension and Summer	University of California, Irvine	12/18/2012	12/31/2015
Enrique Perez	Assistant Vice Chancellor	Rancho Santiago Community College District	12/18/2012	12/31/2015

LABOR ORGANIZATIONS: WIA Section 117(b)(2)(A) – shall include (iii) representatives of labor organizations (for a local area in which employees are represented by labor organizations), nominated by local labor federations, or (for a local area in which no employees are represented by such organizations), other representatives of employees. A minimum of two appointments is required. California Unemployment Insurance Code Section 14202(c) further requires representatives of labor organizations nominated by local labor federations, including a representative of an apprenticeship program and that at least 15 percent of local board members shall be representatives of labor organizations unless the local labor federation fails to nominate enough members. If this occurs, then at least 10 percent of the local board members shall be representatives of labor organizations.

Name	Title	Entity	Appointment Date	Term End Date
Jim Adams	Counsel Representative	L.A./Orange County Building Trades Council	12/14/2010	12/31/2013
Janelle Cranch	Vice President	Orange County Labor Federation	12/13/2011	12/31/2014
Barbara Liddy	Recording Secretary and Office Manager	Teamsters, Local 396	3/15/2011	12/31/2013
Doug Mangione	Business Representative, IBEW441	International Brotherhood of Electrical Workers	12/13/2011	12/31/2014
Ernesto Medrano	Political Coordinator/Business Representative	Teamsters. Local 952	12/13/2011	12/31/2014
Julio Perez	Political Director	Orange County Labor Federation	12/13/2011	12/31/2014

COMMUNITY-BASED ORGANIZATIONS: WIA Section 117(b)(2)(A) – shall include (iv) representatives of community-based organizations (including organizations representing individuals with disabilities and veterans, for a local area in which such organizations are present). A minimum of two appointments is required.

Name	Title	Entity	Appointment Date	Term End Date
John Luker	Executive Vice President	Orange County Rescue Mission	12/14/2010	12/31/2013
Clarence Buddy Ray	Executive Director	Community Action Partnership of OC	12/18/2012	12/31/2015

ECONOMIC DEVELOPMENT AGENCIES: WIA Section 117(b)(2)(A) – shall include (v) representatives of economic development agencies, including private sector economic development entities. A minimum of two appointments is required.

Name	Title	Entity	Appointment Date	Term End Date
J. Adalberto Quijada	District Director	U.S. Small Business Administration	12/18/2012	12/31/2015
Alan Woo	Board Member/ Representative	County of Orange / Comprehensive Economic Development Strategy Committee	12/14/2010	12/31/2013

ONE-STOP PARTNERS: WIA Section 117(b)(2)(A) – shall include (vi) representatives of each of the One-Stop partners. The required One-Stop partners are identified in WIA 121(b)(1).

Name	Title	Entity	Appointment Date	Term End Date
Rob Claudio	Manager, OC Regional Job Service	State Employment Development Department	12/18/2012	12/31/2015
June Kuehn	District Administrator	State Department of Rehabilitation	12/18/2012	12/31/2015
Darlene LeFort*	Superintendent	Coastline Regional Occupational Program	12/18/2012	2/31/2015
Clarence Buddy Ray*	Executive Director	Community Action Partnership of OC	12/18/2012	12/31/2015
Michael Ruane	Executive Director	Children & Families Commission of Orange County/CalOptima	12/18/2012	12/31/2015
Paula Starr	Director	Southern California Indian Center	12/18/2012	12/31/2015
Frank Talarico	President & Chief Executive Officer	Goodwill of Orange County	8/14/2012	12/31/2013

PROGRAMS AUTHORIZED UNDER THIS TITLE: WIA Section 121(b)(1)(B)(i) – Please check “yes” below if programs are operated anywhere within the local area; check “no” if not. The programs authorized under WIA Title I include:

Program	Yes	No
WIA Youth (Chapter 4)	✓	
WIA Adult and Dislocated Workers (Chapter 5)	✓	
Job Corps (Subtitle C)	✓	
National Programs (Subtitle D), including:		
Native American Programs (Section 166)	✓	
Migrant and Seasonal Farmworker Programs (Section 167)		✓

Veterans' Workforce Investment Programs (Section 168)	✓	
Youth Opportunity Grants (Section 169)	✓	
Demonstration, Pilot, Multiservice, Research, and Multistate Projects (Section 171)	✓	
National Emergency Grants (Section 173)	✓	

Of the programs identified as "yes" above, please complete name, title, entity and program(s), appointment date, and term end date below. If one individual represents more than one program, please include all programs in the Entity and Program(s) box.

Name	Title	Entity and Program(s)	Appointment Date	Term End Date
Dr. Loretta Adrian*	President	Coastline Community College District <i>As One-Stop operator with County contract, implements the following programs: Adult, DW, Older Americans Act, Recently Separated Veterans Program, CBJT Resource Management and Recycling Project, National Emergency Grant (NEG) Multi-Sector Project, and Welfare to Work</i>	2/26/2013	12/31/2014
Rob Claudio*	Manager, OC Regional Job Service	State Employment Development Department <i>Development Veterans Outreach Program (DVOP) Local Veterans Employment Representatives (LVER) Trade Adjustment Assistance (TAA) Unemployment Insurance (UI)</i>	12/18/2012	12/31/2015
Paula Starr*	Director	Southern California Indian Center <i>Native Americans Program</i>	12/18/2012	12/31/2015

PROGRAMS AUTHORIZED UNDER THE WAGNER-PEYSER ACT: WIA Section 121(b)(1)(B)(ii)

Name	Title	Entity	Appointment Date	Term End Date
Rob Claudio*	Manager, OC Regional Job Service	State Employment Development Department	12/18/2012	12/31/2015

ADULT EDUCATION AND LITERACY ACTIVITIES AUTHORIZED UNDER WIA TITLE II: WIA Section 121(b)(1)(B)(iii)

Name	Title	Entity	Appointment Date	Term End Date
Dr. Loretta Adrian*	President	Coastline Community College District	2/26/2013	12/31/2014
Darlene LeFort*	Superintendent	Coastline Regional Occupational Program	12/18/2012	12/31/2015
Enrique Perez*	Assistant Vice Chancellor	Rancho Santiago Community College District	12/18/2012	12/31/2015

PROGRAMS AUTHORIZED UNDER TITLE I OF THE REHABILITATION ACT OF 1973: WIA Section 121(b)(1)(B)(iv)

Name	Title	Entity	Appointment Date	Term End Date
June Kuehn*	District Administrator	State Department of Rehabilitation	12/18/2012	12/31/2015

ACTIVITIES AUTHORIZED UNDER TITLE V OF THE OLDER AMERICANS ACT OF 1965: WIA Section 121(b)(1)(B)(vi)

Name	Title	Entity	Appointment Date	Term End Date
Dr. Loretta Adrian*	President	Coastline Community College District <i>(One-Stop Operator/County Contract – SCSEP)</i>	2/26/2013	12/31/2014

POSTSECONDARY VOCATIONAL EDUCATION ACTIVITIES AUTHORIZED UNDER THE CARL D. PERKINS VOCATIONAL AND APPLIED TECHNOLOGY EDUCATION ACT: WIA Section 121(b)(1)(B)(vii)

Name	Title	Entity	Appointment Date	Term End Date
Dr. Loretta Adrian*	President	Coastline Community College District	2/26/2013	12/31/2014
Darlene LeFort*	Superintendent	Coastline Regional Occupational Program	12/18/2012	12/31/2015
Gary Matkin*	Dean, University Extension and Summer	University of California, Irvine	12/18/2012	12/31/2015
Enrique Perez*	Assistant Vice Chancellor	Rancho Santiago Community College District	12/18/2012	12/31/2015

ACTIVITIES AUTHORIZED UNDER CHAPTER 2 OF TITLE II OF THE TRADE ACT OF 1974: 121(b)(1)(B)(viii)

Name	Title	Entity	Appointment Date	Term End Date
Rob Claudio*	Manager, OC Regional Job Service	State Employment Development Department	12/18/2012	12/31/2015

ACTIVITIES AUTHORIZED UNDER CHAPTER 41 OF TITLE 38, UNITED STATES CODE: WIA Section 121(b)(1)(B)(ix) – Job Counseling, Training, and Placement Service for Veterans. The local Employment Development Department Disabled Veterans Outreach Program (DVOP) and Local Veterans Employment Representatives (LVER) provide these services.

Name	Title	Entity	Appointment Date	Term End Date
Dr. Loretta Adrian*	President	Coastline Community College District	2/26/2013	12/31/2014
Rob Claudio*	Manager, OC Regional Job Service	State Employment Development Department	12/18/2012	12/31/2015

EMPLOYMENT AND TRAINING ACTIVITIES CARRIED OUT UNDER THE COMMUNITY SERVICES BLOCK GRANT

ACT: WIA Section 121(b)(1)(B)(x)

Name	Title	Entity	Appointment Date	Term End Date
Clarence Buddy Ray*	Executive Director	Community Action Partnership of OC	12/18/2012	12/31/2015

EMPLOYMENT AND TRAINING ACTIVITIES CARRIED OUT BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: WIA Section 121(b)(1)(B)(xi)

Name	Title	Entity	Appointment Date	Term End Date
Alan Woo*	Board Member/ Representative	County of Orange / Comprehensive Economic Development Strategy Committee	12/14/2010	12/31/13

** NOTE: OCWIB is part of the County of Orange -OC Community Services Department which implements HUD programs throughout Orange County.*

PROGRAMS AUTHORIZED UNDER STATE UNEMPLOYMENT COMPENSATION LAWS: WIA Section 121(b)(1)(B)(xii)

Name	Title	Entity	Appointment Date	Term End Date
Rob Claudio*	Manager, OC Regional Job Service	State Employment Development Department	12/18/2012	12/31/2015

ADDITIONAL PARTNERS: WIA Section 117(b)(2)(B) – may include such other individuals or representatives of entities as the Chief Local Elected Official in the local area may determine to be appropriate. (These do not have to be One-Stop partners.)

Name	Title	Entity	Appointment Date	Term End Date
Alan Woo*	Board Member/ Representative	County of Orange / Comprehensive Economic Development Strategy Committee	12/14/2010	12/31/2013

ADDITIONAL ONE-STOP PARTNERS: WIA Section 121(b)(2)(A) IN GENERAL – In addition to the entities described in paragraph (1), other entities that carry out a human resource program described in subparagraph (B) may – (i) make available to participants, through the one-stop delivery system, the services described in WIA Section 134(d)(2) that are applicable to such program; and (ii) participate in the operation of such system consistent with the terms of the memorandum described in subsection (c), and with the requirements of the federal law in which the program is authorized; if the local board and Chief Local Elected Official involved approve such participation.

WIA Section 121(b)(2)(B) PROGRAMS – The programs referred to in subparagraph (A) may include – (i) programs authorized under Part A of title IV of the Social Security Act; (ii) programs authorized under section 6(d)(4) of the Food Stamp Act of 1977; (iii) work programs authorized under section 6(o) of the Food Stamp Act of 1977; (iv) programs authorized under the National and Community Service Act of 1990; and (v) other appropriate federal, State, or local programs, including programs in the private sector.

Name	Title	Entity	Appointment Date	Term End Date
Michael Ruane*	Executive Director	Children & Families Commission of Orange County/CalOptima	12/18/2012	12/31/2015
Frank Talarico*	President & Chief Executive Officer	Goodwill of Orange County	8/14/2012	12/31/2013

CORRECTIVE ACTION COMMENTS:

Explain any vacant appointment(s) regarding the required membership composition only. Include the length of time the appointment(s) has been vacant, efforts made to fill the vacant appointment(s), and dates by which the vacant appointment(s) should be filled.

COMPLIANCE WITH MAJORITY OF BUSINESS REPRESENTATIVES:

Total number of individuals currently sitting on local board = 41
Number of vacancies currently on local board = 0
Total local board membership = 41

Total number of business representatives currently sitting on local board = 22
Number of business representative vacancies currently on local board = 0
Total local board Business Members = 22

Divide total local board business members by total local board membership = 54% (must be greater than 50%)

COMPLIANCE WITH LABOR REPRESENTATIVES

Total number of labor representatives currently sitting on local board = 6
Number of labor representatives vacancies currently on local board = 0
Total local board Labor Representatives = 6

Divide total local board labor representatives by total local board membership = 15% (must be at least 15% unless not enough nominated by local labor federation, then at least 10%)

**WIA Local Plan Program Years 2013-17
Program Administration Designee and Plan Signatures**

This local plan represents the Orange County Workforce Investment Board's efforts to maximize and coordinate resources available under Title I of the Workforce Investment Act (WIA) of 1998.

This local plan is submitted for the period of July 1, 2013 through June 30, 2017 in accordance with the provisions of the WIA.

Local Workforce Investment Board Chair

Chief Local Elected Official

Signature

Signature

Bob Bunyan
Name

Shawn Nelson
Name

Chair, Orange County
Workforce Investment Board
Title

Chair, Orange County
Board of Supervisors
Title

Date

Date

**WIA Local Plan Program Years 2013-17
Public Comments Received that Disagree with the Local Plan**

Section 118(c) of the Workforce Investment Act requires Local Workforce Investment Boards (local boards) to publish their local plans for public comment. Local boards should include with their local plan submittal:

- All comments that have been received that disagree with the local plan.
- How the local board considered that input and its impact on the local plan.

Please provide these comments in the following format:

ORANGE COUNTY WORKFORCE INVESTMENT AREA

Date:

Public Comment (include section of plan commented on)
1.
Local Board Response:
2.
Local Board Response:
3.
Local Board Response:

Attachment N

Documentation of Stakeholder Engagements Forums

Group 1 – Meeting Notes

Topic 1: One-Stop System

- Programs for Professional
 - Networking events
 - Staff that has an expertise in serving those with a higher level of education
 - Workshops
- Outreach
 - Senior Centers
 - High Schools
 - Host events and/or programs to make a presence within the community
- Marketing Materials
 - Simplify and streamline how to navigate the One-Stop System
 - Ensure partners are aware of the process
 - A map illustrating how to navigating thru the OS and its services
 - Separate marketing materials for programs
- Seniors
- Low Income adults
- Professionals-are uninformed of what to OS is and need reassurance that the OS services are not the same as receiving public assistance. Information can be provided thru workshops, networking, ect
- Homeless
- Offenders-expungement programs, legal assistance (D.A- New Leaf)

Topic 2: Youth Services

- Active participation with high schools
 - Offer workshops in high schools
 - Outreach to the kids who aren't passing
 - Active participation
- Interviewing skills
- Work Experience
- Soft Skills
- Wraparound services for those with barriers

Topic 3: Addressing the Needs of Businesses

1. Bridging the experience gap thru:
 - Training such as OJTs
2. Trainings for small businesses
 - How tax breaks work

- How to make hiring affordable
- Assistance with strategic growth-larger businesses can mentor smaller businesses on how to grow

Topic 4: Collaboration with Education Partners

- Co-locations
- Close coordination with adult education like ROP
- Customized trainings

Group 2 – Meeting Notes

One-Stop System

SS

- Housing
- Bus Passes

Work Documentation – facilitating it

Felony Friendly

Online technical training

- certified at same time
- adaptive learning as working

Behavioral / Mental Health

Entrepreneurship

Mailboxes

Internship / Service Learning
(Pre-employment skills)

Mentorship / Success Coach

Transportation (beyond gas card / bus pass)

- shuttles
- driver's ed courses

Private Sector Partnerships
(Braided funding / leverage / philanthropic work / collaboration)

More intensive case management

Education – fundamental learning

- assessments

Resource sharing b/t providers

- communication

Breaking “best kept secret”

- awareness of programs

Legal advice / assistance

Virtual Reality Language Program

Youth Services

- Education – fundamental learning
- Assessing / prioritizing which red zone schools to work with
- Altering schedule for schooling (work / study)
- ROPs / part-time work along with budgeting
- Career pathway awareness (program to be made available)
 - getting info out
 - bringing businesses to table
 - long term commitment
- Reasons why they drop out
 - mentorship / success coach
 - relationships (as a network) with education system)

Collaboration with Education Partners

- For credit condensed certification program @
- Pilot projects
- High School Inc. – career exploration (high interest level)
- TBL – education + workforce (model to be revisited, industry specific)
- Targeting graduating groups, pair with one-stop services

Opportunities to Collaborate

- Connecting to free certificate programs
- Positions at each organization that are specifically the liaison
- Identify employers for hard to place participants

Needs of Business

- Targeted sectors within strategies
 - Job description “reality checks”
- Redefining basic skills
 - Technology use in all sectors
- Gap of skills with youth
 - Basic skills

- Customer service
- Be proactive vs. reactive
- Critical thinking (starting 4th + 5th grade & up)
- Engaging people through pipeline projects
 - Helps with entry level training
- Mentorship paired with work experience., later post-secondary education

Group 3 – Meeting Notes

Topic #1

- More responsive to B.S.
- Training board point
- Marketing / Advertisement
- Branding / Logo consistency
- Transportation (huge barrier)
- Database
- CalJobs – section that offers training
- Healthcare – workshops for employers
- Workshops – can offer them online
- Basic computer class
- Microsoft outlook
- Partnerships to leverage resources

Topic #2

- Summer Youth Programs
- Year round part-time jobs
- Educating the Youth
- Incentives / WEX
- K-12 Career technical education
- OJT's
- Partnership development
- Homeless / offenders
- Education

Topic #3

- Small businesses
- Outreach
- Additional support from a 3rd party
- Safety training
- Sexual harassment training
- Access to capital through SBA
- OJT's – too much paperwork

Topic #4

- Charter school / system in the OS (16-24)
- Training available
- Working better with providers
- Better coordination with resource centers / welfare
- Advocate for changes @ the WIA level (outcomes / performance)
- Better communication for services that are available

Across all Topics

1. A
 - Marketing & Branding
 - Transportation
 - Healthcare enrollmentsB
 - Homeless / offenders
2. A
 - Summer Youth Programs
 - Year Round part-time jobs
3. B
 - Additional support from lower skilled workers
 - Safety & sexual harassment training for employers



OC Regional Workforce & Economic Development Network

Rancho Santiago Community College District

April 4, 2013

8:30 a.m. – 12:00 p.m.

SIGN IN SHEET

Name	Company/Organization	Phone Number	Email
Don Milone	OCWIB		
Tito Nacaris	OCWIB		
Sheree Coates	SBA	714 560-7466	sheree.coates@sba.gov
Bob Bunyan	OCWIB	949 697 7933	rbunyan4@rcw.net
Amy Hernandez	OCWIB		
Robert Sedita	City of Dana Point	949-248-3512	rsedita@dcpa.org
Christoph Longoria	SBA	714-560-7453	christoph.longoria@sba.gov
Lalwanda Stahl	Concord Career College	817-470-9612	@sba.gov on back
Christie Campbell	NOCCED	214 806 4617	ccampbell@sced.edu
Rebecca N. Pennington	City of Stanton	714-379-1222 ^{ext 257}	rpennington@ci.stanton.ca.us
JAN MORGAN	CITY OF LAGUNA BEACH	714 624 5752	JMORGAN@LAGUNA BEACH CITY .NET
Marie Hatcher	OC Me Stop Center	714 348 6539	
Chris Reese	CSUF	657 278 4854	creese@fullerton.edu
Freda P. Adria	OCWIB	714 241-6152	FPA@rcw.net
Buddy Ray	CAPOC	714-897-6670	bray@capoc.org
Michael Van	ROS CARDS	714-349-9739	michaelvan@ros.com
Shauna Smith	Taller San Jose	714-543-5105	ssmith@tallersanjos.com
Steve Glyer	Norwalk Mesa WD	714-412-4977	sglyer@nmwd.us
ABDI LAJEVAROZ	24-7 CLASSROOM	714-757-7937	abdi624-7classroom
David Shiner	OCWIB	760-699-8842	davidshiner@rcw.net

Name	Company/Organization	Phone Number	Email
MARETA ZUNIGA	WORKFORCE CONNECTORS	310-344-4388	Mareta@workforceconnectors.com
Kate Alder	IrvineValley College	949-451-5603	kalders@ivc.edu
Wallace Ward	OCBC		
Bambang Liddy	Teamsters L 394		
Scott McKenzie			
DAVID BAQUERZO			
Rob Claudio	EDD	714-518-2370	rc Claudio@edd.ca.gov
Matt Petter	OCBC	949-794-7207	mpetter@ocbc.com
ANDREW TSE	City of Cypress	714-271-6686	Atse@ci.cypress.ca.us
Adelleh Quinlan	SBA	714-560-7440	
Enrique Perez	RSCCD		
Kathy Werk	IVC	949 451 5565	kwerk@ivc.edu
Alexis Baquerzo	ProPath, Inc.	714.562-0498	Alexis@ocwib.com
RICK SANDLIN	WIB	949 338-9713	RICK SANDLIN@ocwib.com
Aaron Schulte	City of Orange	714 287-2586	aschulte@cityoforange.org



Orange County Workforce Services Forum

Coastline Community College

April 4, 2013

2:00 PM - 4:00 PM

SIGN IN SHEET

Name	Company/Organization	Phone Number	Email
Marsha Sadal	Elwyn California	714-557-6313	
Abdi-Lojvardi	24-7 Classroom	714-757-3937	
Sandy Kinsley	UCI Extension	949-824-5191	skings@uci.edu
Kirwan Rockefeller	UCI Extension	949-824-5990	krockefe@uci.edu
Renee Melton	IUSD	949-936-5773	renee.melton@iust.or
Sallie Salinas	One-Stop CTR	714-504-1840	ssalinas@coastline.edu
Rena Drake	One-Stop Ctr		
Alexis Bogunzo	Propath, Inc	714-582-7048	Alexis@ocwibpropath.com
David Propath	Propath, Inc	661-343-1552	David@propathandme.com
Gloria Gantam	Propath inc	714/582-0845	gloria@ocwibpropath.com
Nina Marulli	OCAPIA	(714) 636-9095	nreyes@ocapia.org
KIEU QUAN	HORIZON CCC	714-537-0608	Kieuquan@horizonccc.org
Chris Strom	Propath, Inc.	714-670-1423	chris@propath.com
Kate Alder	Irvine Valley College	949-451-5603	kald@ivc.edu
Norman Lee	NAFCA	714-560-8877	normanlee@ucscsc.org
NORMA KURTZ	OC LABOR FEDERATION	714-385-1534	norma@oclabor.org
Michael M	RESCARE	714-349-9739	micha@m@rescare.com
My Hanh Nguyen	Orange County Housing & Public Lib	714-480-2922	myhanh.nguyen@ocpl.org
Tsui Fitch	Orange County Lib	714-530-8711	
Bryon Allen	CALIFORNIA TRUCK DRIVING ACADEMY	(800) 581-2048	BryonAllen@hotmail.com

Name	Company/Organization	Phone Number	Email
Mike Wegner	John Muir Charter School	858-361-2531	mwegner@johnmuircs.com
Sandra Villafan	American Career College ³²³	812-3502 SV	villafan@americancareer.c
MARK RUDY	ProPATH	347 8093(949)	
Reyna Villalobos	ResCare	(714) 431-3374	Reyna.Villalobos@rescare.com
KAYE McDONALD	IVC - Irvine Valley	949-451-5268	KMCDONALD18@IVC.EDU
Jim Clove	MANPOWER	949 956-2111	Jim.clove@manpower.com
Wallace Wald	OLBC		
Julia Roos	ResCare	714-239-3217	juliaroos@rescare.com
Hanna Lee	ResCare	714-287-1458	hanna.lee@rescare.com
Ann Sebek	IUSD	949 936-5640	annsebelk@iussa.org
BEN BLANK	Social Svs. Agency	⁷¹⁴ 541-7787	ben.blank@ssa.ocgov.com
David Gikanders	OC United Way	⁷¹⁴	DavidG@unitedwayoc.org
Pauline Mai	Nhan Hoa Comprehensive Health Care Clinic	(714) 816-8888	pmai@nhanhua.org
Craig Wadley	CAPOC	951-317-7757	CraigWadley@capoc.org
Buddy Ray	CAPOC	714-897-6670	Bray@capoc.org
Lena Skiba	OCCE		lskiba@hiveyaction.org
Elizabeth Hiday	Illumination Found.	714-507-2490	ehiday@ifhomeless.org
ROBIN TREXLER	AGE WELL SENIOR	949-362-2807	ROBIN@LNSC.OC
NORISA PASCUAL	OCWLB		OC.COX.MAIL.COM
NANCY LE	YWCA North OC	714 871-4488	nhoanle@ywcayoc.org
Kathy Tillotson	Build Futures	714 907-7358	Kathy@BuildFutures.org
Cecilia Real	IUSD/Career Link	949 870-8441	ceciliareal@iussd.org
Rocely Corona	STADCOB/MILLER	⁹⁴⁹ 582-4772	RCORONA@STADCOB-MILLER-EDU

ATTACHMENT O
Orange County Workforce Investment Board

One-Stop Comprehensive Center Location
<p>One-Stop Center (South) 125 Technology Drive, #200 Irvine, CA 92618 Phone: 949-341-8000 Fax: 949-341-8008 www.oconestop.com</p>
<p>One-Stop Center (North) 5405 Garden Grove Blvd., #100 Westminster, CA 92683 Phone: 714-241-4900 Fax: 714-241-4977 www.oconestop.com</p>
One-Stop Satellite Office Location
<p>One-Stop Satellite (Buena Park) 6281 Beach Blvd., Suite 302 Buena Park, CA 90621 Phone: 714-562-9200 Fax: 714-562-0440 inquiries@ocwibpropathinc.com</p>
<p>One-Stop Satellite (San Juan Capistrano) 33161 Camino Capistrano, Ste G San Juan Capistrano, CA 92675 Phone: 949-341-8092 Fax: 949-341-8008 www.oconestop.com</p>