

WORKFORCE INVESTMENT BOARD OF TULARE COUNTY

4 YEAR LOCAL PLAN | 2017

DRIVING ECONOMIC SUCCESS WITH PURPOSE



WIB

Workforce Investment Board
OF TULARE COUNTY

Driving Economic Success

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EXECUTIVE SUMMARY

Strategic investments in the creation of opportunities, informed decision making, and skills development help businesses compete and individuals prosper. The Workforce Investment Board of Tulare County (WIB) in alignment with the San Joaquin Valley and Associated Counties (SJVAC) Regional Plan has prioritized six target industry sectors, (*advanced manufacturing, construction, energy, healthcare, transportation and logistics, and value-added agriculture*) focusing investments in areas of substantial growth/resurgence, greater need for innovation and training, and suggested benefit as the result of workforce/education intervention. These strategic investments fall into one of three categories; investments in **opportunity**; investments in **resources**; and investments in **skills**.

1) Investments in opportunity

Efforts to design, fund, and support programs that create opportunities for individuals who lack the ability to access the local labor market.

The WIB provides integrated services through comprehensive AJCCs in Visalia and Porterville. The AJCC in Visalia is centrally located within the county and the AJCC in Porterville serves the south-east region of the county, including the Tule River Indian Reservation. In addition to these locations, basic and individualized career services are provided through affiliate sites in Dinuba and Tulare. Customers of the affiliate sites who are in need of training are referred to a comprehensive AJCC. The AJCC system in Tulare County is a fully integrated service delivery system that includes all WIOA required partners, blending the various funding sources available through federal offerings that include, but are not limited to; Carl Perkins Act, TANF/Welfare-to-Work, the Workforce Innovation and Opportunity Act, Wagner-Peyser Act, Older Americans Act funds, Vocational Rehabilitation, Community Services Block Grant funds, Veterans Employment Training funds, Job Corp, Adult Education and Literacy, Migrant Seasonal Farmworker Programs, and Indian and Native American Programs.

The AJCC Operator promotes the integrated service delivery in a safe, accessible, and dynamic environment, using a demand-driven skill based approach to customer service:

1. An integrated customer pool that ensures that all customers are registered;
2. An integrated customer flow that establishes a sequence of demand-driven, skill based, universal services for all AJCC customers; and
3. An integrated staffing approach that provides services to the integrated customer pool as they are served through the adopted, integrated customer flow (see appendix for flowchart).

AJCC staff guide low-income individuals, women, minorities, public assistance recipients and individuals with multiple barriers to employment including older individuals, limited English speaking individuals and persons with disabilities, by informing individuals on the services available through the AJCC system. Through the WIB's established MOU's with AJCC Partners, we have expanded access to employment, training, education and supportive services for targeted populations with challenges to employment. Customers meet with AJCC partner staff based on their individual needs and are co-enrolled in various partner programs to pursue a career path.

2) Investments in resources

Providing data, tools, and guidance promoting informed decision making so that workers are able to move within the labor market and businesses are able to compete.

The WIB has developed a business engagement strategy that values business as a resource and seeks to keep business in the center of its design. In partnership with economic development, local government, education, and other service/training providers, the WIB has developed a local Business Engagement Network designed to avoid duplication, reduce compassion fatigue amongst business, streamline solutions, and facilitate

communication. Through this network, the WIB Business Services Team is able to expand our reach and resource to the business community.

LMI tools are made accessible to K-12 Linked Learning Academies and AJCCs to guide youth entering the workforce in decision making. Many of these tools such as the WIB's quarterly occupational trend reports, Sequoias Adult Education Consortium's Career Pathways Tool, and College of the Sequoia's online Career Coach portal are a result of local collaboration between workforce and education to meet the needs of priority target sectors. These resources are reinforced by WIB sector committee advisement ensuring training programs align with industry demand and produce industry recognized credentials.

3) Investments in skills

UpSkilling entry level workers to meet the middle skill demands of business, promoting upward mobility in the workforce.

The WIB continues to increase access to training programs that lead to recognized, portable, and stackable credentials through coordination and partnership with the Sequoias Adult Education Consortium (SAEC), College of the Sequoias, economic development corporation, and WIB industry sector committees. These partnerships provide a high level of consensus regarding the skills needed to succeed in local industry. Educators use this guidance to inform the development and revision of training programs, producing stackable credentials and certifications that meet the needs of industry. The WIB's role in this process provides a high level of connectivity between AJCC programming and higher education.

Integration with Adult Education

SAEC Navigators are staffed within the AJCC and work with AJCC staff through a referral system, connecting AJCC customers to adult education, and adult education students to the AJCC.

Integration with Post-Secondary

AJCC staff offer financial aid workshops assisting customers who are interested in higher education. Training specialists meet one on one with customers to review training options and funding opportunities before reviewing ITA eligibility. Furthermore, a workgroup has been developed with post-secondary partners, workforce, and service providers, to develop a strategy to engage customers with college readiness activities while they wait for open enrollment.

In addition to investments in training and coordination of hiring, the WIB's business engagement strategy revolves around its ability to help businesses prepare and invest in their existing workforce. UpSkill Tulare County is a community wide initiative focused on increasing the skills of entry level workers to meet demands of middle skilled positions. This practice encourages employers to "grow their own" staffing resources, while promoting upward mobility in the workplace.

Incumbent Worker Training

The WIB has identified the manufacturing, logistics and transportation, and health care industries as priority sectors for incumbent worker training and has worked with local training providers to offer multi-employer, on-site training programs customized to meet the needs of businesses in these sectors.

On the Job Training/Transitional Jobs

Existing OJT efforts are being expanded to include industry standardized training plans in partnership with Adult Education. Recognizing the value in work based learning, employer based training subsidized by OJT is being considered as a distance education model, which would increase the rigor of training and better prepare the entry level workforce. Ongoing developments further defining the role of transitional jobs, internships, and externships as a part of a local talent pipeline are being pursued through partnerships with local education and business partners.

WORKFORCE INVESTMENT BOARD of TULARE COUNTY

STRATEGIC FOUR-YEAR LOCAL PLAN 2017-2020

Using the mission and strategic priorities as guidance, the Workforce Investment Board of Tulare County (WIB) strives to prepare the local workforce for jobs in the regional priority high-growth, high-demand industry sectors. As described later in this plan, the WIB uses a variety of strategies including, but not limited to, On-the-Job Trainings, Incumbent Worker Trainings, group sized trainings, Individual Training Accounts, Work Experience, career coaching, job developing, sector advisory groups, and partnerships with key stakeholders to ensure a prepared workforce.

SECTION A VISION, GOALS, AND STRATEGY

The WIB believes that, by making critical investments in workforce training and education, it can drive economic success allowing our community to thrive. Strategic investments in the creation of opportunities, inform decision making, and skills development, helps businesses compete, and individuals prosper. Prioritizing six target sectors allows the WIB to focus investments in areas of substantial growth or resurgence, areas that have need for innovation and training, and in evidence based workforce/education intervention.

Mission: Our investments and funding strategies advance Tulare County's economic vitality by growing the skills and talent of our workforce.

Vision: Because of our skilled workforce talent, Tulare County businesses continue to thrive.

Investments made by the WIB alone are not enough to achieve our vision of a thriving community. Strong collaboration between workforce development, education, business, organized labor, and economic development partners is critical for success. The WIB has identified three collaborative priority areas that guide the investments and activities described throughout this plan.

A.1 STRATEGIC INVESTMENTS



Investments in opportunity provide “on ramps” to youth and adults with barriers to employment such as English language learners, previously incarcerated no high school education, etc. This plan details several initiatives (identified by the “open door” icon) such as the RESET program, Expanded Subsidized Employment, High School completion, English as a second language CTE, and AJCC basic career services that are designed to overcome barriers.



Resource investment strategies identified in this plan (identified by the “tool” icon) include Innovate Tulare-Kings, AJCC individual career services, sector committees, and partnership with economic development and education.



Investments in skills development (identified by the “workout” icon in this plan), such as promoting industry recognized credentials, UpSkill Tulare County, Individual Training Accounts, and On the Job Training, improves businesses ability to compete in a global economy by accessing a skilled and prepared workforce.

A.2 PRIORITY TARGET SECTORS

San Joaquin Valley and Associated Counties (SJVAC) partners have selected the following sectors as priorities under the 2017 - 2021 Regional Workforce Development Plan:

- advanced manufacturing
- construction (including public infrastructure)
- energy (including green energy)
- healthcare
- transportation and logistics
- value-added agriculture

Priority sectors were selected through the extensive research and planning that culminated in the 2012 San Joaquin Valley Regional Industry Cluster Analysis and Action Plan and substantiated by updated review of labor market data during the regional planning process. According to the Cluster Action Plan, emerging opportunities for these “comparative advantage” industry clusters are the foundation for innovation, competitiveness, and future well-being in the region. They support improved health, sustainability, energy self-sufficiency, and shared prosperity. Notably, agriculture, construction, manufacturing, trade-transportation-utilities and health services all experienced growth over the 4-year period from May 2012 through May 2016.

A.3 STRATEGIC PARTNERSHIP

The value of partnerships is deeply embedded in the DNA of the WIB in Tulare County. Though we have serious responsibilities in carrying out WIOA Title I services, our duty to more broadly connect the various systems interested in preparing our local workforce is central to our place in the community. We work hard to ensure that the widely arrayed nodes of workforce efforts are connected in a manner that benefits the businesses and workers in our community. Beyond the WIOA-funded system, the WIB regularly and systematically connects with education (K-12, Adult Education, Community Colleges, Private Post-Secondary), economic development (including cities, Chambers of Commerce, and economic development agencies), organized labor, industry sectors, and any other “nodes” with an interest in the need for a skilled workforce in Tulare County.

In this partnership work, the WIB strives to facilitate conversations and behaviors that make it easier for partners to understand the value of coordinating the strands of important work done throughout our community into a rich fabric that enables us to collectively meet the economic challenges that face businesses and families in our community.

In order to implement and realize the local plan with the spirit of cooperation and collaboration, the MOU was established between the WIB and the WIOA partners. The MOU describes how, through an integrated service delivery system, various funding streams and resources are used to better serve the mutual customers of businesses and job seekers. The partnership requires mutual trust and teamwork between the WIB and partners to achieve shared goals.



*“We believe it is important to be **purpose-driven**. Wherever a local business has an opportunity to create a good-paying job yet can’t find a qualified candidate, **we find our purpose**. Wherever a local worker has proven their reliability as an employee but lacks the skills for a good-paying job, **we find our purpose**. Wherever there is a need to connect the needs of industry to the resources of education, **we find our purpose**.”*

Adam Peck, Executive Director

A.4 GOALS AND OBJECTIVES

The WIB’s goals support its mission to advance Tulare County’s economic vitality by growing the skills and talent of its workforce. Their overarching goals are aligned with other complementary statewide initiatives including the Strong Workforce Program and the Adult Education Block Grant:

- *Continuously improve* processes and outcomes with a focus on skills attainment, job placement, and career advancement.
- *Engagement with industry* to ensure program alignment with leading and emergent sectors.
- Collaborate across community and regional partners to build *career pathways* that have multiple entry and exit points and align with industry needs.
- *Build regional and local partnerships* of industry, labor, education, workforce and economic development entities and civic leaders to develop workforce and education. (adopted from SWP)

Additionally, the WIB has identified goals and objectives in line with state negotiated performance measures to use as indicators of success. These quantitative measures operate under the assumption that as businesses thrive and remain competitive, and as individuals overcome barriers to employment and increase the skill and ability to earn, we will observe higher rates of retention, higher earnings, and an increase in secondary and post-secondary completions.

The performance measures the WIB uses are based on a percentage of total customers enrolled for a program year. For program year 2017-2018, Tulare County's negotiated performance goals for employment are that 57% of enrolled Adults, 61% of Dislocated Workers, and 69% of Youth retain employment in 2 full quarters after exiting the program. For a detailed review of negotiated performance goals see *Section G Performance Goals*.

A.5 IMPLEMENTATION

The WIB has a small administrative staff of 20 that manage and administer WIOA programs with a focus on the above strategic investments and priorities. An underlying theme in all WIB activities is to “drive economic success” with five specific purposes shown in the graphic below.

First and foremost, the WIB *brings money to the region* to advance workforce development through WIOA federal funds, regional grants, and special funding. The WIB’s role as a *convener of industry* brings together education, industry, local government, and community organizations to *identify local skills gaps* and *broker solutions* informing the development of training and recruitment. Ultimately, *we design, fund, deliver, and measure* innovative programs designed to meet the needs of businesses and individuals. The following is an overview of the WIB’s implementation strategy.

Figure 1 WIB Purpose Map

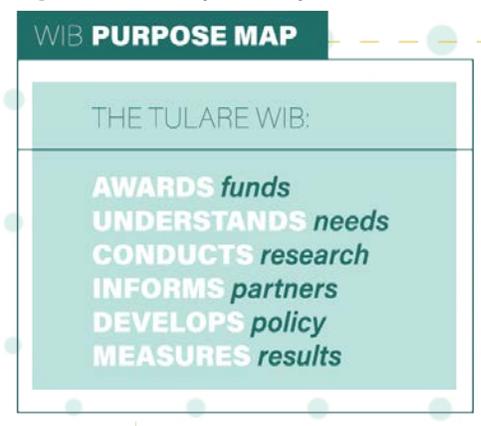


Table 1 WIB Implementation Strategy

Operate effective AJCC	Ensure the AJCC locations are an effective resource to the community
Integrate AJCC Services	Incorporate required AJCC partners seamlessly into AJCC services
	Integrated customer pool that ensures all customers are registered
	An integrated customer flow that establishes a sequence of demand-driven, skill based, universal services
	An integrated staffing approach to provide the full array of AJCC WIOA and Wagner-Peyser services
Optimize resources through leveraging a variety of funding sources	WIOA
	Wagner-Peyser Act
	Older Americans Act
	Community Service Block Grants
	Veterans Employment Training funds
	Low Income Home Energy Assessment Program funds
	Other grant funds as available
Provide tailored services to special populations	Adults
	Dislocated Workers
	Individuals with Disabilities
	Older Workers
	Veterans
	Youth
	Limited English speakers
	Ex-offenders
MOU agreements with AJCC partners	Ensure MOUs integrate all partner services and are kept up-to-date.
Manage Employment Connection Council	Bring AJCC partners together at least quarterly to serve as an advisory committee to the WIB.
EmploymentConnect.org	Virtual AJCC
Prioritize Quality Assurance	Monitoring of programs and operations
	Customer surveys
	Performance reviews with contractors
	Effective procurement of services
Technical Assistance for contractors	Ensure contractors have resources they need
Sector Committees	Guidance regarding education, training, and workforce services
Linked Learning Career Pathways	Early career awareness and preparedness programs in K-12 Education
UpSkill Tulare County	Work based learning activities promoting upward mobility

SECTION B ALIGNMENT TO STATE PLAN

B.1 WORKFORCE DEVELOPMENT SYSTEM

The WIB provides integrated services through comprehensive AJCC’s in Visalia and Porterville. The AJCC in Visalia is centrally located within the county and the AJCC in Porterville serves the south-

east region of the county, including the Tule River Indian Reservation. In addition to these locations, basic and individualized career services are provided through affiliate sites in Dinuba and Tulare. Customers of the affiliate sites who are in need of training are referred to a comprehensive AJCC.

Tulare County AJCC centers are open to all partners required by the law, key partners designated by the State, and local organizations involved in workforce development. The one-stop system in Tulare County is a fully integrated service delivery system that includes all WIOA required partners, blending the various funding sources available through federal offerings that include, but are not limited to:

- Carl Perkins Act
- TANF/Welfare-to-Work
- The Workforce Innovation and Opportunity Act
- Wagner-Peyser Act
- Older Americans Act funds
- Vocational Rehabilitation
- Community Services Block Grant funds
- Veterans Employment Training funds
- Job Corp
- Adult Education and Literacy
- Migrant Seasonal Farmworker Programs
- Native American Programs.

These funds are and will continue to be augmented by the solicitation of private foundations, grants, national program grants and fee for service activities.

B.2 ALIGNMENT TO STATE STRATEGIES

The State of California requires state plan partners to adopt or participate in seven policy strategies that frame, align, and guide program coordination at the state, local, and regional levels.

B.2.1 SECTOR STRATEGIES

In place of a single board sub-committee for business services, the WIB uses multiple sector committees that focus on regional priority sectors. Established and operational committees are based in the “industrial” (combination of advanced manufacturing, transportation/logistics, and value added agriculture due to similar workforce demands) and healthcare sectors. The WIB has plans in place to expand the sector committees to include construction and energy sector committees. These committees are made up of members from the business community and represent a cross section of the sector. The Industrial Committee has representation from food processors, packaging manufacturers, equipment manufacturers, dairy processors, distribution centers and other technology manufacturers/wholesalers. The Health Care Committee has representation from local hospitals, federally qualified health clinics, and the local public health agency. The committees advise the WIB on issues relating to their industry and partner with the WIB in a variety of capacities. They act as the voice of their industry and assist the WIB in preparing for future training and labor needs.

Through sector committees, local business partners have:

- piloted incumbent worker training models using human centered design
- organized industry specific career pathways from high school, to higher education, to employment
- supported K-12 career pathways through advisory boards

- sponsored industry specific career awareness events for high school students
- negotiated higher standards for skills development in the workplace
- developed local industry goals for service delivery
- negotiated additional funding for incumbent worker training
- advised the development of new curriculum in higher education to meet industry demand

B.2.2 CAREER PATHWAYS

Career pathways are reinforced by two different efforts in Tulare County:

- integration with K-12 education, and
- development of industry recognized credentials, career ladders, and training providers

The WIB and Youth Council will continue to build on current collaborative efforts to expand career pathways as part of its long term strategic plan. WIB Sector Committees in partnership with College of the Sequoias and the Sequoia Adult Education Consortium are piloting industry specific career ladders, upskilling the existing workforce, and connecting CTE students to career opportunities.

The WIB partnered with the Sequoias Adult Education Consortium (SAEC) to develop their web based education pathways tool which will help adult students navigate the career pathways available at educational institutions within the county. Additionally, SAEC mobile education navigators are located at the AJCC in Visalia and affiliate AJCC site in Tulare to help customers navigate the adult education and community college system. Customers receive assistance navigating the process of placement tests, applying for financial aid, fee waivers, enrollment, supportive services, and registering for WIOA services. The navigators also provide services through regional partner locations in rural communities. The navigators coordinate adult education enrollment and articulation processes, participate in adult education recruitment efforts, and serve as the liaison to programs serving adult education students. The navigators specialize in the areas of adult basic education, English language learners, and the health care sector and provide direct referral to support services for adult education candidates.

[INNOVATE Tulare-Kings](#) (ITK), an employer-driven initiative of the WIB, was established in 2013 to provide regional guidance in work-based-learning. ITK's efforts enable the expansion of employer and workforce partnerships in over 40 Linked Learning pathway programs, providing career awareness, exploration, and preparation opportunities for K-12 students. The Linked Learning approach to K-12 education integrates rigorous academics that meet college-ready standards with sequenced, high-quality career-technical education, work-based learning, and student support. Significant investments through the California Career Pathways Trust and Jobs For the Future have facilitated an exciting partnership between workforce development, postsecondary and K-12 education in Tulare County. WIOA Youth programs partner with Linked Learning programs to provide internship work experiences to eligible youth. The Tulare and Kings County region has a shared definition and

Figure 2 INNOVATE T-K Purpose Map





INNOVATE Tulare · Kings

CONVENE

Providing technical assistance to advisory boards and facilitating sector committees are just two pieces to ITK’s convening work. This year we launched our Champions Network, a group of professionals who are our dedicated thought partners and advocates for college and career readiness.

CONNECT

Seven valuable experiences that benefited hundreds of students, educators, business, and intermediary professionals.

- INTERNNECT 2K16
- Southern California Edison Student Entrepreneurship Challenge
- WBL IN ACTION
- SunPower Solar Academy
- Growing Health Leaders Conference
- Lindsay Learners WBL Expansion Project

MEASURE

Answering the “WHY?” is vital to motivating and visualizing progress. This is why ITK continues to help our education and business partners track their time, investment, and contributions. Using our WBL IN ACTION Data Capture Tool, we are able to report on the impact of our investments. Partnering with the Workforce Investment Board of Tulare County, we integrate the latest labor market information into the way we do business.

SUSTAIN

At ITK’s annual WBL IN ACTION event, we launched our WBL Center, sharing vetted toolkits for work-based learning. School district partners also presented effective WBL practices. We’ve continued to grow our region’s resources, including a major investment by the James Irvine Foundation. ITK is known nationally for its work and sustains its connections to NAF, Jobs for the Future, ConnectEd, among other national networks.

continuum for work-based learning. ITK leads the discussion and planning around work-based learning and conducts an annual event to bring partners together to develop and plan for a two-county work-based learning strategy. Youth are engaged in work-based-learning (WBL) opportunities such as worksite tours, meeting with professionals in their area of interest, work experience and internships as a part of their Linked Learning/ Career Pathway education. ITK also hosts the annual Innovators by Design conference for workforce, education and intermediary organizations to create new

strategies and ideas that can help maximize career pathway initiatives, business engagement services and workforce development programming. The 2015-16 ITK annual report is included as Appendix G.

B.2.3 REGIONAL PARTNERSHIPS

The WIB is engaged at a local and regional level with networks that address workforce, education, and training priorities. Regionally, the WIB actively participates in the Central California Workforce Collaborative (CCWC), a group of the Central Valley’s eight Local Workforce Investment Areas. The CCWC meets regularly to discuss regional workforce development issues and trends. The group often collaborates across the region or as sub-regions on grants and other projects. The CCWC appoints a representative to serve on the Partnership for the San Joaquin Valley Board as part of the Higher Education and Workforce Development Work Group. The Partnership for the San Joaquin Valley represents the various aspects of the valley community including local government, economic development, private enterprise, higher education, and workforce development.

The regional community college network focused on career and technical education and workforce development is called the Central Region Consortium (CRC). The CRC meets with the CCWC to discuss further collaboration and coordination between the regional community colleges and the WIBs. The State Community College Chancellor’s Office current initiative, Doing What Matters for Jobs and the Economy, is driving the work of the CRC and the work of the CCWC closer together allowing for better collaboration on a regional level between WIBs and the CTE/Workforce Development departments of community colleges.

The further detail on the extent of the WIB's regional network is described in detail in the San Joaquin Valley and Associated Counties Regional Planning Unit Plan including detail regarding employer engagement, collaboration with workforce development partners, and education providers.

B.2.4 "EARN AND LEARN"

The WIB expands occupational training through its robust on-the-job training program that is well established within the business community through long-term business partnerships and continues to establish new business links. On-the-job training is an important part of the WIB's ongoing strategy to meet business needs while serving job seekers.

Business Resource Specialists are embedded within the business community and AJCCs to serve both job seekers and business customers. This approach allows Business Resource Specialists to develop a link between the business' need for a candidate and the job seeker's need for a job. This "earn and learn" model was well established in Tulare County prior to WIOA and has allowed the WIB to place 98 participants in on-the-job training or transitional job opportunities in the 2015-2016 program year alone.

B.2.5 SUPPORTIVE SERVICES

On-going training and staff development increase staff knowledge about programs and resources available through the AJCC System and its partners. Through employmentconnect.org, customers are referred to the wide-array of partner resources such as LIHEAP, healthcare, transportation, mortgage foreclosure prevention, rent/mortgage assistance, Section 8 housing, veteran services, financial aid, farm-worker services and older workers services designed to support job seekers, students, and transitional workers. A matrix of AJCC partners and services can be found in Appendix E.

B.2.6 CREATING CROSS-SYSTEM DATA CAPACITY

A variety of sources for economic and labor market data including EDD LMI Data, American Community Survey, EconoVue, and Emsi are used by the WIB to inform decision making.

EconoVue provides real-time access to "decision tree" analysis of Dunn and Bradstreet data indicating health, growth, and workforce demands of local employers.

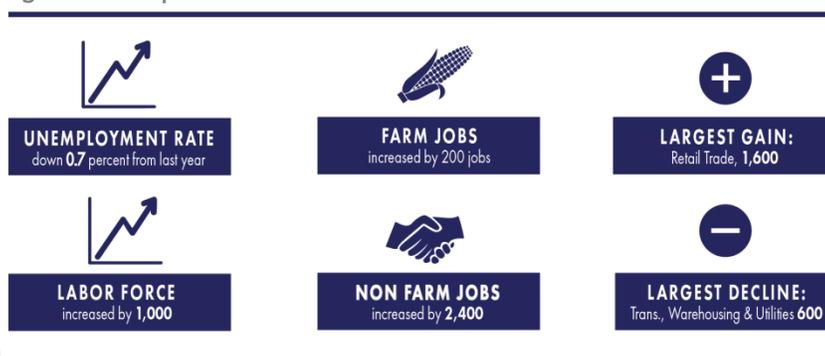
Emsi aggregates data from the US Department of Commerce, Federal Bureau of Economic Analysis, Industry Economic Accounts: Benchmark & Annual Input-Output accounts, the U.S. Census Bureau, Occupational Employment Statistics, the National Occupation Matrix, Equifax Business List Data, and the California Labor Market Information Department into a single interface. This web-tool allows the WIB to pull customizable reports for industries, occupations, educational completions, demographics, inverse staffing patterns, knowledge and skill levels for Tulare County, the Central Valley Region, the State of California and the US.

WIB staff use labor market data to develop resources to inform economic development, career pathways, and education, including tools like quarterly industry profiles, occupational trends, unemployment reports and labor shed analysis. They provide analysis and economic data for partner organizations to help inform their strategies including the Sequoias Adult Education Consortium, College of the Sequoias, Linked Learning Pathways, Sequoias

Economic Development Corporation, Visalia Economic Development Corporation, local city governments, SJVAC Regional Planning Unit, and WIOA service providers. AJCC performance is captured in a Virtual One-Stop (VOS) system measuring attendance, activities, customer assessments, skills attainment, and closures. The VOS system enables in depth analysis of AJCC operations, filterable by office, program, and staff.

Each month the EDD Labor Market Information Department releases civilian labor force, unemployment rate, and industry employment data. The WIB, in an effort to deliver accurate and understandable workforce intelligence to the local community, analyzes these LMID reports and presents a detailed workforce data newsletter to over 400 regional and community partners. Each issue notes important changes from year to year and month to month, informing local economic development, workforce, and education decision makers.

Figure 3 Example of Information Included in the Data Newsletter



B.2.7 INTEGRATED SERVICE DELIVERY

In 2009, the WIB established an integrated service delivery system (ISD) in its AJCCs by coordinating cross-agency partners through a Memorandum of Operations. Access to services is also provided through the Virtual One-Stop (VOS) available at www.employmentconnect.org. This comprehensive click and mortar delivery system is designed to be a bridge between job seekers and employers.

The WIB's fully integrated service delivery system braids the various federal funding streams that include, but are not limited to, Carl Perkins Act, TANF/CalWORKs, WIOA Title I and Title II, Wagner-Peyser, Title IV - Rehabilitation Act, Title V - Older Americans Act, Community Services Block Grant, and Veterans Employment Training funds. Additionally, these federal funds will be augmented by both public and private grants.

AJCC Operations

The One-Stop Operator promotes the integrated service delivery in a safe, accessible, and dynamic environment, using a demand-driven skill based approach to customer service. An organizational chart for the Tulare County AJCCs can be found in Appendix C. The AJCC integrated service delivery system has three major components:

1. An integrated customer pool that ensures that all customers are registered;
2. An integrated customer flow that establishes a sequence of demand-driven, skill based, universal services for all AJCC customers; and
3. An integrated staffing approach that provides services to the integrated customer pool as they are served through the integrated customer flow (see appendix D for flowchart).

SECTION C SERVICE DELIVERY STRATEGIES

C.1 CORE PROGRAMS



OPPORTUNITY

AJCC staff guide low-income individuals, women, minorities, public assistance recipients, and individuals with multiple barriers to employment including older individuals, limited English speaking individuals and persons with disabilities, by informing individuals on the services available through the AJCC system. Through the WIB's established MOU's with Core Program Partners, we have expanded access to employment, training, education, and supportive services for targeted populations with challenges to employment. Customers meet with AJCC core partner staff such as a career coach, DVOP, LVER, and adult education navigator, based on their individual needs and are co-enrolled in various core programs to achieve their career objectives.

C.1.1 ADULT PROGRAMS

The WIB's goal for Adult Programs is to ensure a well-trained workforce that meets local business needs with a focus on unemployed, underemployed, low-skilled, low-income, veterans, disabled individuals and other at-risk populations. In order to do so effectively, the WIB uses a variety of approaches that focus on individuals, business needs, and educational opportunities in the area. The Adult service strategy includes a combination of career counseling, in-demand career pathway program capacity expansion, methods to increase the number of individuals entering priority sector career pathway programs, layoff aversion and "earn and learn" models. Table 2 below provides detailed information about wide array of AJCC partner services available to adults in Tulare County.

C.1.2 YOUTH PROGRAMS

Youth workforce development strategies are designed to help youth and young adults obtain employment, re-engage in school, prepare for postsecondary education and/or connect to industry-focused education and training programs, thereby increasing the number of young adults productively engaged in the workforce. Youth activities primarily focus on serving out-of-school youth by providing services that incorporate the 14 program elements. Our community partners play a central role in the success of the programs as does an effective combination of services and an overall "grow our own workforce" strategy. Youth services will continue to be provided in the comprehensive AJCCs in Porterville and Visalia, as well as locations throughout the rural areas of the county.

Table 2 Core Partners

<p>WIOA Title I - Adult</p> <p>Locations Visalia, Porterville - Comprehensive AJCCs Tulare, Dinuba - AJCC affiliate sites</p>	<p>WIOA Adult funds target populations that include individuals who are low-income, re-entry, persons with disabilities, older, homeless limited English proficient, basic skills deficient, single parents, pregnant women, welfare-to-work participants, SNAP consumers, older youth, and aged out foster youth. Ex-offenders may also co-enroll in the Supervised Population Program, LEAP, or RESET for re-entry services</p>
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<p>WIOA Title I - Dislocated Worker Locations Visalia, Porterville - Comprehensive AJCCs Tulare, Dinuba - AJCC affiliate sites</p>	<p>Individuals who are long-term unemployed, recently separated veterans, displaced homemakers, and unlikely to return to employment are provided access to the full array of WIOA Dislocated Worker services.</p>
<p>WIOA Title I - Youth Locations Visalia, Porterville - Comprehensive AJCCs Tulare - AJCC affiliate site Dinuba - AJCC affiliate site Other: Cutler-Orosi, Woodlake, Earlimart</p>	<p>Youth services are provided to both in-school and out-of-school youth (OSY) with 80 percent of youth formula funds targeting OSY. All 14 program elements are available to youth, based upon their individual need identified through assessment. Youth programs are co-located in both comprehensive AJCCs in addition to other sites county-wide, so that Youth throughout the County can access services.</p>
<p>Wagner-Peyser Act Employment Development Department (EDD) DVOP/LVER, UI Online Locations Visalia, Porterville - Comprehensive AJCCs Dinuba - Affiliate site</p>	<p>EDD workforce services offers AJCC customers labor exchange services that includes job search assistance, job referral, and placement assistance, reemployment services, and recruitment services to employers with job openings. Veterans with service-connected disabilities can access education and training services. The AJCC resource room provides computers with internet access to Unemployment Insurance (UI) online and telephones with a direct access to UI.</p>
<p>Vocational Rehabilitation Act Locations Visalia, Porterville - Comprehensive AJCC</p>	<p>VR offers mutual AJCC customers services for adults and youth with disabilities. VR will screen and assess individuals for co-enrollment in WIOA program services. Ticket-to-Success is co-located at the AJCC and provides individuals with disabilities additional resources to transition individuals to employment, education, and training resources to meet their career objective</p>
<p>Migrant Seasonal Farmworker Proteus, Inc. Schedules Classes & Services: Visalia, Porterville - Comprehensive AJCCs Dinuba - Affiliate site</p>	<p>Proteus, Inc. a community based organization that offers AJCC migrant seasonal farmworkers, computer classes in the language they're familiar with at the AJCC. AJCC personnel refer customers to Proteus' vocational training that include truck driver, forklift driver, and solar panel installation. Proteus also provides ESL, adult basic education, high school equivalency, and farm labor safety training.</p>
<p>Adult Education & Literacy Sequoias Adult Education Consortium Locations Visalia - Comprehensive AJCCs Tulare - AJCC affiliate site</p>	<p>Mobile education navigators are located at the Visalia AJCC and Tulare affiliate site to help customers navigate the adult education and community college system. Customers get assistance navigating the process of placement tests, applying for financial aid, fee waivers, enrollment, supportive services, and registering for WIOA services.</p>

TANF/CalWORKs

Locations

Visalia, Porterville - Comprehensive AJCCs
Tulare, Dinuba - AJCC affiliate sites

CalWORKs participants are enrolled in the Welfare-to-Work (WtW) Program. The program provides job readiness training, transitional jobs up to 6 months, and supportive services from HHSA that includes mileage, clothing, and childcare. WtW participants are co-enrolled in WIOA and have access to the full array of services that include Job Squad, WorkKeys, Skills Assessments, Resource Lab, OJT, etc.

C.2 CAREER PATHWAYS



RESOURCES

LMI tools are made accessible to K-12 Linked Learning Academies and AJCCs to guide youth entering the workforce in decision making. Many of these tools such as the WIB's quarterly occupational trend reports, Sequoias Adult Education Consortium's Career Pathways Tool, and College of the Sequoia's online Career Coach portal are a result of local collaboration between workforce and education to meet the needs of priority target sectors. These resources are reinforced by WIB sector committee advisement ensuring training programs align with industry demand and produce industry recognized credentials. In addition to developing career pathways for the emerging workforce, the WIB launched UpSkill Tulare County in 2016 which extends career pathway development to those who are already employed. UpSkill is an incumbent worker strategy designed to improve upward mobility within local business structures by providing essential, supervisory, and technical skills training. See section C.5 Meeting Business Needs for more information about UpSkill Tulare County.

Below is a chart that outlines various services and methods the WIB employs to support career pathway development:

Career Planning and Preparation	Skill assessments
	Work Readiness workshops
	Labor Market Information
	Career pathway information and guidance
	Connect youth to education/training leading to certificate or degree
	Career Mapping
	Career Counseling
	Work Readiness Certificate
Inform Job Seekers	Provide information on career pathways
	Access to Job Postings
	Workshops related to job searching, career planning, and educational options
	Communication with educators to ensure effective and efficient training
Job Placement Services	Job Developers provide job search assistance
	Referrals to businesses
	Custom recruitments

Work Based Learning	Job shadowing
	Work Experience - paid and unpaid
	Pre-apprenticeship
	OJT
	Integration with school related career pathways programs
Mentoring and Leadership Development	Adult Mentoring
	Leadership development workshops

C.3 HIGHER EDUCATION



SKILLS

The WIB continues to increase access to training programs that lead to recognized, portable, and stackable credentials through coordination and partnership with the Sequoias Adult Education Consortium (SAEC), College of the Sequoias, Tulare County Economic Development Corporation, and WIB industry sector committees.

These partnerships provide a high level of consensus regarding the skills needed to succeed in local industry. Educators use this guidance to inform the development and revision of training programs, producing stackable credentials and certifications that meet the needs of industry. The WIB’s role in this process provides a high level of connectivity between AJCC programing and higher education.

C.3.1 ADULT EDUCATION

SAEC Navigators are staffed within the AJCC and work with AJCC staff through a referral system, connecting AJCC customers to adult education, and adult education students to the AJCC. This close connection with SAEC streamlines access to adult education programs including secondary education, career technical training, ESL, pre-apprenticeship programs, and programs for adults with disabilities at adults schools and the College of the Sequoias.

C.3.2 POST-SECONDARY

AJCC staff offer financial aid workshops assisting customers who are interested in higher education. Training Specialists meet one on one with customers to review training options and funding opportunities before reviewing ITA eligibility. Furthermore, a workgroup has been developed with post-secondary partners, workforce, and service providers, to develop a strategy to engage customers with college readiness activities while they wait for open enrollment.

C.4 BUSINESS ENGAGEMENT



RESOURCES

The WIB, an employer led organization, has developed a business engagement strategy that values business as a resource and seeks to keep business in the center of its design. In partnership with economic development, local government, education, and other service/training providers, the WIB has developed a local Business Engagement Network designed to avoid duplication, reduce compassion fatigue amongst business, streamline solutions, and facilitate communication. Through this network, the WIB Business Services Team is able to expand our reach and resources to the business community.

This is accomplished by:

- Convening community partners and organizing training events as part of a local Business Engagement Network.
- Coordinating business engagement efforts with partner agencies using a shared Customer Relationship Management (CRM) tool for more efficient communication.
- Serving as a convener of industry, bringing large and small business, workforce, economic development, and education partners to public forums, maximizing the time and resource of business partners.
- Focusing on priority target sectors utilizing industry input to develop coordinated and effective programming.
- Using LMI tools and business surveys to address business needs, enabling growth and averting layoffs.
- Developing and funding incumbent worker training programs that improve the existing workforce’s ability to perform and compete.

C.5 MEETING BUSINESS NEEDS

In an ongoing effort to meet the needs of business as well as individuals, the WIB utilizes LMI data, business surveys, and sector committees to inform business service delivery. Business services are delivered in three different capacities in Tulare County.

- 1) Resources are coordinated through the Business Engagement Network (see Section C.4, *Business Engagement*).
- 2) Solutions are integrated in the AJCC service delivery, such as custom recruitment services, pre-screening of applicants, and meeting space for businesses new to the area.
- 3) Skill gaps are identified and addressed through training for both new employees through OJTs and existing employees through upgrade OJTs and cohort training.

Below is a chart that provides an overview of the WIB’s business service strategy.

Table 3 WIB Business Service Strategy

Track employer workforce needs	Employer surveys
	Labor market information and analysis
	Sector committee input
Integrate business services into AJCC	Provide information and services at AJCC offices as part of the integrated AJCC System
	Partner with SBDC to bring services into AJCC
Leverage community resources to increase system capacity	Partner with ETP and other organizations to expand business services
Convene education and business	Bring together business and education through sector committees and the Board
Offer innovative training opportunities designed to improve the workforce to better meet the needs of businesses	Customized Training/ETP
	High School Career Pathways and Work-Based Learning
	On-the-Job Training
	Individual Training Accounts
	Group Sized Training
Offer a Rapid Response program for businesses facing layoffs	Upskill Tulare County
	Provide services to employees who are being laid off
Provide assistance to at-risk businesses	Partner with SBDC to provide assistance for businesses

Recruitment Services for Businesses	Provide employee referrals
	Utilize job developers to assist with recruitment process
	Conduct customized recruitments
Provide information regarding incentive programs	California Competes Tax Credit
	Work Opportunity Tax Credit

C.5.1 UpSkill Tulare County



SKILLS

In addition to investments in training and coordination of hiring, the WIB’s business engagement strategy revolves around its ability to help businesses prepare and invest in their existing workforce. These investments include education and training provided through the AJCC, upskill opportunities for the existing workforce, and early career awareness and WBL opportunities for the future workforce. With a workforce pipeline that is equipped to prepare future and existing employees, businesses maximize the potential of their team, organization, and ultimately their industry. UpSkill Tulare County is a community wide initiative focused on increasing the skills of entry level workers to meet demands of middle skilled positions. This practice encourages employers to “grow their own” staffing resources, while promoting upward mobility in the workplace.

Skills Assessment

All WIOA customers seeking training are assessed with WorkKeys. WorkKeys is an assessment produced by ACT, the same company that produces the ACT college entrance exam. The WorkKeys assessment is designed to gage an individual’s level of “workplace employability skills” (ACT, 2013) in three areas: Applied Mathematics, Locating Information, and Reading for Information. Upon completion of the assessment, participants are given a National Work Readiness Certificate which identifies their skill level in the core subject areas.

Local businesses have requested access to the WorkKeys assessment as a way to qualify candidates. The WIB’s Business Services Team is working to provide increased access to WorkKeys through collaboration with the AJCC partners and Adult Education, allowing employers the ability to refer qualified candidates for assessment.

Incumbent Worker Training

Business surveys collected by the WIB indicate an increased need for essential workplace skills, first line supervisor skills, and technical skills training for entry level employees. Interviewed employers have recognized negative trends in employee retention and mid-level human resource availability, citing skills deficiencies as the leading cause. Low retention rates and absence of mid-level workers reduces productivity, increases the likelihood of workplace injuries, and increases human resource costs. UpSkill Tulare County offers businesses access to subsidized, short-term incumbent worker cohort training as well as upgrade on the job training in a commitment to increasing retention and mid-level workforce development.

The WIB has identified the manufacturing, logistics and transportation, and health care industries as priority sectors for incumbent worker training and has worked with local training providers to offer multi-employer, on-site training programs customized to meet the needs of businesses in these sectors. The three priority areas for incumbent worker training are:

Essential Workplace Skills: Problem solving, oral communication, written communication, teamwork, reliability, social responsibility, time management, and organization. This program grew out of the Customer Centered Design initiative.

First Line Supervisor Skills: Teamwork and coaching, communication, human relations, cultural and generational diversity, conflict in the workplace, management, organization, customer service, team dynamics, and decision making.

Technical Skills: Automated manufacturing, automated distribution, safety, quality assurance, office technology, human resources, finance, information/data, and written/visual communication.

C.5.2 ON THE JOB TRAINING

Existing OJT efforts are being expanded to include industry standardized training plans in partnership with Adult Education. Recognizing the value in work based learning, employer based training subsidized by OJT is being considered as a distance education model, which would increase the rigor of training and better prepare the entry level workforce.

C.6 ECONOMIC DEVELOPMENT

Within Tulare County, local economic development representatives come from a range of initiatives and organizations, including city economic development, county government, and a county economic development organization. The WIB has a history of partnering with all local economic development representatives in the following ways:

- Ongoing participation in economic development meetings, subcommittees, and workgroups
- Sharing information on LMI and workforce development resources for ED-led attraction efforts
- Active participation in a county-wide Business Engagement Network
- Providing support and leadership for business retention and expansion efforts through surveying local businesses, sharing LMI, identifying training needs, and contracting with trainers to meet industry needs
- Collaborative Customer-Centered Design workgroup which launched an Essential Skills Training for Business and included a presentation at the White House (see section D.1)
- Collaboration and support for WIB-led industrial sector committee
- Development of Upskill Tulare County initiative (see C.5)

The WIB will build on the success of these partnerships and use the Business Engagement Network and sector committees to coordinate and align workforce development programs and economic

development initiatives. The local board will encourage industry engagement through sector partnerships and other existing networks in order to avoid duplication and increase impact. These networks will be used to inform existing and future workforce development programs, align partner efforts, and strategically engage industry partners.

C.7 UNEMPLOYMENT INSURANCE

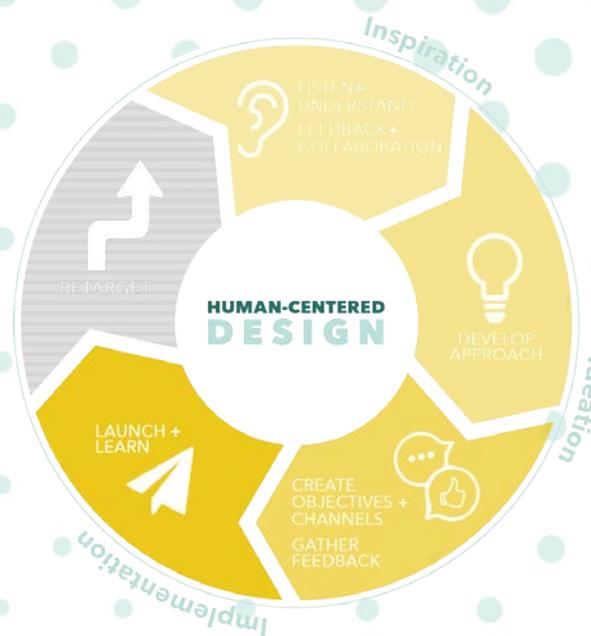
Customers are guided through the online methods for filing a UI claim by AJCC staff. If a customer requires additional assistance filing their claim, AJCC personnel are able to direct the customer to the PSP line for direct support. Computer resources and landline phones are accessible to all AJCC customers wishing to file or continue a UI claim.

Information regarding California Training Benefits (CTB) is included in several career exploration workshops and job readiness activities. Through partnership with Wagner-Peyser, recipients of UI receive detailed information regarding the resources and opportunities provided through the AJCC and UI/CTB program.

SECTION D INFORMATION PERTAINING TO AJCCS

D.1 CONTINUOUS IMPROVEMENT OF AJCCS

The WIB has developed a review process to ensure continuous improvement of AJCC operations that includes monitoring, a board committee dedicated to program effectiveness, monthly performance reviews with Adult and Youth service providers, customer service surveys, and the use of the Human Centered Design method of self-assessment and program development. The WIB monitors the AJCC operators annually through formal reviews of both programmatic and fiscal aspects of the operations. Issues identified are brought to the attention of appropriate WIB staff that ensures corrective action is carried out. Follow up is conducted to validate the corrective action's effects. Increased experience with electronic case management makes available detailed monitoring of WIB programs. This allows early identification and interdiction of system errors to minimize negative performance outcome impact. The monitoring tool used by WIB staff to monitor service providers is available on the WIB's website, www.tularewib.org. The WIB's Program Committee is responsible for ensuring that performance is achieved. The Program Committee conducts a thorough system review to ensure universal access and streamlined services.



In August 2015, the Workforce Investment Board and partner agencies had the opportunity to participate in a 7-week Human Centered Design course along with 85 teams from around the

nation. The WIB formed three local design teams with 27 representatives from partner agencies, local businesses, and the WIB, to participate in the challenge. Each team focused on a distinct customer; business, the unemployed, and youth. The teams focused on building empathy with the customers at the center of their design, brainstorming, building prototypes, sharing results, and eventually putting their innovative solutions to work.

Moving forward, staff will participate in the most recent CCD challenge and the WIB plans to continue to make it a part of design processes and program development. The WIB has learned to apply different parts of CCD to their work. Some examples include rapid prototyping, brainstorming, finding themes, feedback, and iteration. The WIB plans to take on a new CCD challenge annually.

	BUSINESS	UNEMPLOYED	YOUTH
INSPIRATION	<p>"... put employers at the center of career pathways and sector strategies?"</p> <p>Businesses that struggle with "soft skills" in the workplace often have retention and productivity problems.</p>	<p>"... improve the customer experience and outcomes for our shared One-Stop customers?"</p> <p>Customers that access a single service often are unaware of the many other partner services offered.</p>	<p>"... design services and programs for Out-of-School Youth that will engage them + produce great outcomes?"</p> <p>Youth often don't know who to talk to, where to go for help, and are unsure if adults are really listening.</p>
IDEATION	<p>An "Essential Workplace Skills Training (EWS)" program for entry level and temp-to-hire staff.</p>	<p>An "iHub" that is centrally located in the One-Stop and accessible to customers to address customer inquiries and needs.</p>	<p>Youth Connect: a resource fair where youth meet caring and engaged adults to talk about needs and services available within their local community.</p>
IMPLEMENTATION	<p>Received a \$55K grant to work with COS Training Resource Center to provide EWS Training at no cost to businesses.</p>	<p>One-Stop staff are cross-trained to assist customers who visit the newly established iHub, which is open during peak hours.</p>	<p>Youth Connect introduced youth to local services in:</p> <ul style="list-style-type: none"> Health Care Mental Health Child Support Transportation Work Education Housing Legal Aid Finances and More

D.2 ACCESS TO AJCC SERVICE DELIVERY SYSTEM

Tulare County is a highly rural area known for agriculture and food manufacturing, and unfortunately high poverty, high unemployment, and low education levels. To meet the great need of this area, the WIB has established two AJCCs in the metropolitan anchors of the county, and two remote locations serving rural communities. Remote locations are equipped to offer basic and individualized career services on-site and refer to the AJCCs for training and supportive services. Customers are also able to conduct their job search, job readiness, skills assessment, and interact with AJCC staff through the employmentconnect.org web portal from anywhere with internet access including several partner agencies with free access to computer technology.

D.3 ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

AJCCs are evaluated annually for compliance with the Americans with Disabilities Act of 1990 regarding physical and programmatic accessibility of facilities, programs, services, technology, and materials for individuals with disabilities. The AJCC blends services for all target populations giving customers a sense of ease and seamless access to services. If needs go beyond services offered under WIOA, AJCC staff and partners identify other resources that may help an individual achieve employment outcomes through a referral process.

AJCC and partner staff members are trained to ensure universal access to services and activities available. Training topics include, but are not limited to; opportunity, confidentiality, privacy, disclosure of disability, ADA and other disability employment laws, employer resources on hiring job seekers with disabilities, and reasonable accommodations.

AJCCs are located in service delivery areas with a public transportation system that provides easy access to individuals with disabilities.

All marketing and recruitment materials include language indicating that WIOA Title I financially assisted programs are equal opportunity employers/programs and auxiliary aids and services are available upon request to individuals with disabilities.

D.4 PARTNER ROLES

A detailed description of Core Partners and their roles can be found in section C.1 Core Programs

D.5 AGREEMENTS

Services provided at each of the AJCCs are made available and coordinated through partner MOU agreements. The MOU matrix of services in Appendix E identifies services listed in the MOUs by each of the AJCC partners. Some of the agreed services overlap due to services being provided at multiple geographical sites by different providers. Additionally, the MOUs list a designee from each partner to the AJCC Council. Partners agree to participate in regular meetings of the AJCC Council and serve on the following work groups; MOU, referral & access, cross training, and communication to ensure services are integrated and easily accessible to all customers including Native Americans and migrant seasonal farmworkers.

D.6 EQUAL ACCESS



OPPORTUNITY

Services are blended at AJCCs to ensure seamless access to target populations such as veterans, recipients of public assistance, migrant and seasonal farmworkers, Native Americans, supervised populations, long-term unemployed dislocated workers, and older workers. AJCC staff and partners receive informational training regarding targeted funding for specific populations and equal access, and incorporate all service delivery into regular AJCC operations. MOUs have been established with the Tule River Tribal Council (Section 166 grantee) and Proteus, Inc. (Section 167 grantee) ensuring access to AJCC services for target populations, coordination of resources and services, and efficiency of communication and referrals. Both Tule River Tribal Council and Proteus, Inc. have a seat on the AJCC Council and play an active role in the development of local strategies to serve these target populations.

Migrant Seasonal Farmworkers

AJCC partners EDD and Proteus, Inc. provide targeted services to migrant and seasonal farmworkers (MSFW) within the AJCCs in Visalia and Porterville, and at the Dinuba Service Center. Outreach to MSFWs through partnership with the local EDD MSFW representative extends AJCC services to workers in the field by visiting the workplace. Proteus, Inc., who is also the local recipient of a National Farmworker Jobs Program grant, offers English language and basic education skills, driver's education, truck driver training, and solar installation training in both English and Spanish.

Unemployed

AJCCs provide WIOA and Wagner-Peyser services together as an integrated service delivery to Unemployment Insurance (UI) customers. Targeted services to dislocated workers include WIOA dislocated formula funds, Additional Assistance-25 percent grant funds, Veterans Educational Assistance Program (VEAP), and the Prop 39 pre-apprenticeship program, as well as other special grant funding when available. The funding sources are managed at an organizational level so that services are seamless to the customer. AJCC staff is highly trained to identify dislocated workers and displaced homemakers to complete the registration process that follows with a career coaching session and enrollment into WIOA services. This begins the process of mapping each individual's plan for services that may include services within the AJCC as outlined in the comprehensive list of

AJCC services or services to other agencies. Recently separated veterans determined unlikely-to-return to their previous industry may be co-enrolled as dislocated workers for a wide range of targeted service.

Veterans

Veterans and qualifying spouses receive priority of service in all AJCC operations as well as services targeted to meet veterans' needs. The WIB's integrated AJCC model includes partnerships with the local Veteran's Service Office connecting veterans and qualified spouses with a veteran employment service specialist. A specialist conducts needs assessments and links veterans to appropriate services. The Disabled Veteran Outreach Program (DVOP) provides job and training services for veterans with service connected disabilities. The Local Veterans Employment Representative (LVER) oversees the provision of veteran services including counseling, identifying training, job leads, and blending WIOA partner services such as ITAs, OJTs, and supportive services. As part of a community wide effort since 2001, the WIB co-organizes an annual job fair targeted at veterans called "Veteran's Opportunity Day". This highly targeted event connects veterans with employers seeking to hire veterans.

As part of the WIB's priority of service, job orders are made available first to veterans and then after 24 hours to the general population. Basic program requirements are met as provided in the CFR 100.102, the order of precedence is:

- 1) Special disabled veterans;
- 2) Veterans of the Vietnam era;
- 3) Disabled veterans other than special disabled veterans; (4) All other veterans and eligible persons; and
- 4) Non-veterans.

If needs go beyond services offered under WIOA, veterans are referred to the Veterans Service Office and veteran organizations within the county. These additional resources vary from cash aid to purchase of tools and also include health care, mental health care, food and shelter options.

Older Workers

AJCC staff provides targeted services to older workers through the Senior Community Service Employment Program (SCSEP) which is sponsored by Kings Tulare Area Agency on Aging. This program funds 12 work-experience opportunities each year designed to help older workers to find part-time work by providing transitional jobs (18-25 hours a week) making \$9.00 an hour. Participants are placed with non-profit agencies in Tulare and Kern County expanding customer's skills and ability to serve in different types of work capacities. Customers are able to remain in the SCSEP program up to four years. During this time, Job Developers assist participants in their search for full or part-time unsubsidized employment.

D.7 REGIONAL SECTOR PATHWAYS

The San Joaquin Valley and Associated Counties (SJVAC) RPU regional plan proposes regional sector pathway programs as a strategy to meet the skills needs of business, while at the same time prepare new and incumbent workers for in demand jobs. Over the last several years, local WDBs have focused on local target sectors developing local sector strategies and initiatives for hiring and training. A number of projects have included economic development and/or the community colleges in the design and delivery of services. However, local strategies do not necessarily adhere to regional protocol with regard to identifying needs or developing new training. Neither is there a

standardized process for the partners to come together with industry to assess the need to make adjustments to existing programs. Despite the lack of standard processes within and across local workforce areas, many very promising practices are emerging and industry-responsive services have been and continue to be developed. Some of this work is even being done on a regional level, signaling that the Valley is well positioned to develop and implement regional sector pathway programs as envisioned by the State Plan.

RPU Action Plan

- a) Implement intensive industry engagement process to: discuss industry needs for skills in various classifications, including middle skills jobs and entry-level employment that provides a path to these jobs; identify new classifications or skills sets for which training is needed and provide direction on content requirements; review new and existing career pathway programs, which have been developed throughout the region, and provide input on the relevance of content and what changes are necessary to reflect current skill needs of business; and determine the frequency with which regional sector pathway program content should be reviewed to ensure it remains relevant.
- b) Following intensive engagement process, update Regional Plan to include priority regional sector pathway programs.

The WIB of Tulare County has played an active role in developing the Regional Sector Pathway strategy and will continue to support the development of regional policy and protocol identifying industry need and evaluating training solutions. The work that is being done locally through industry sector committees and partnerships with education will be shared for best practices. As the regional plan is updated to include pathway programs the WIB will review local practices for alignment. Information regarding business engagement, local sector pathways development, and career guidance is detailed in Section C Service Delivery Strategies.

D.8 ALIGNMENT WITH TITLE II

As a member of the Sequoias Adult Education Consortium (SAEC), the WIB Executive Director is integrally involved in the SAEC planning process, including the Title II application. Additionally, WIB personnel have participated in SAEC Title II application planning meetings and have shared a draft copy of the local plan with the SAEC Director as well as presented an overview of the plan to the SAEC for the purpose of aligning the Title II application with the WIB local plan.

The co-chair of the SAEC serves as the Title II Adult Education and Literacy representative on the WIB.

The Local Plan was available to all during a 30-day public comment period, which allowed the Title II applicants the opportunity to provide input on the Local Plan and ensure it aligns with Title II applications.

In addition to WIB participating in the Title II application planning process, the WIB will follow the process outlined in EDD Information Notice WSIN 16-26 to determine if local Title II grant applications are consistent with the local plan.

The WIB will review the entire Title II application for consistency. However, the following considerations are most relevant to local plan alignment: Consideration 1 - Needs Assessment; Consideration 4 - Alignment with One-stop Partners; Consideration 8 - Facilitate Learning in Context; Consideration 10 - Partnerships and Support Services for Development of Career Pathways; Consideration 14 - Alignment with the Local Workforce Development Board Plan.

D.9 LIMITED ENGLISH

Nearly half, 49.1 percent, of the population in Tulare County speaks English only and 47.7 percent of the population speaks Spanish at home. Additionally, 22 percent of Tulare County residents are not proficient in the English language according to United States Census Bureau Fact Finder for Tulare County 2015.¹ Fluency in English, Spanish, Lahu, and Hmong is considered while recruiting AJCC staff in an effort to represent the community in which WIOA services are provided.

The WIB's AJCC One-Stop Operator coordinates outreach and services for limited English proficient individuals with EDD and Proteus, Inc., a community based organization that began providing Adult Basic Education, English Secondary Language (ESL) and High School Equivalency Program (HEP) to migrant farmworkers in Tulare County since 1967. Proteus Inc. also offers vocational training through its William M. Maguy School of Education where instructors are bilingual and teach students in English and Spanish for in-demand occupations that includes truck driver, weatherization, photovoltaic, solar design and office automation. The Employment Development Department has a key role in outreach to the limited English population and targeting migrant seasonal farm workers. EDD MSFW staff outreach to migrant seasonal farmworkers in the communities in which they live, gather, and work and are invited to participate in specialized workshops at the AJCCs to learn about the many resources, education, training, and employment opportunities available to them. The height of the recruitment and outreach takes place during the agriculture low peak season, when many are receiving unemployment insurance.

Customers who are not proficient in English meet with career coaches who speak their language and receive individual career guidance. AJCC job readiness workshops are presented in English and Spanish, and presented on an individual basis in additional languages. Limited English customers are provided access to several programs that target the monolingual community with services. Proteus provides four service locations and CSET provides five locations in both incorporated cities and rural areas extending access to limited English customers, including valuable services such as utility payment, mortgage assistance, and income tax preparation at no cost.

The SAEC stations bilingual navigators at the AJCC to connect English language learners to the educational system. The consortium offers multi-level ESL, reading, vocabulary, writing and grammar. Classes are offered in communities in which migrant seasonal farm workers live such as Lindsay, Farmersville, Dinuba, Woodlake, and Goshen. In addition, Proteus Inc. offers onsite Spanish language basic computer literacy workshops at the AJCCs.

¹ U.S. Census Bureau, Fact Finder, Tulare County, December 27, 2016

https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_15_5YR_DP02&src=pt

SECTION E PROGRAMS, POPULATIONS, AND PARTNERS

E.1 ECONOMIC DEVELOPMENT

Partnering through the Business Engagement Network, Business Retention Team, and sector committees allows the WIB to coordinate and align workforce development programs and economic development initiatives. The local board will encourage industry engagement through sector partnerships and other existing networks in order to avoid duplication and increase impact. These networks will be used to inform existing and future workforce development programs, align partner efforts, and strategically engage industry partners. See C.6 Economic Development for additional detail on collaboration with economic development.

The WIB promotes entrepreneurial skills training and microenterprise services by working with the local Small Business Development Center (SBDC). Referrals to SBDC helps small businesses in need of professional advice when faced with difficult times. Through SBDC, businesses can access loans and additional resources for their small business. The WIB also partners with local Chambers of Commerce to support the Young Entrepreneurs Academy (YEA) and hosts an annual competition. YEA teaches core entrepreneurial skills to middle and high school students. During the annual competition, students submit business plans and present to a panel of industry representatives.

E.2 ADULT AND DISLOCATED WORKER ACTIVITIES

Please refer to C.1 Core Programs, for a full description of Adult and Dislocated Worker activities. Adult and Dislocated Workers accessing the AJCCs receive an initial greeting and overview of program services at which point AJCC staff determines WIOA eligibility, conducts an objective assessment, and develops an action plan. The objective assessment tool is used to guide customers through job readiness, supportive service, and job search assistance.

As described in more detail in section D.1, the purpose of the Customer Centered Design initiative was to assess the WIB's workforce services from the view of customer service. The WIB formed three local design teams with twenty-one (21) representatives from partner agencies, local business, and six (6) WIB staff to participate in a seven week Human Centered Design (HCD) curriculum to assess and design workforce services focused on a distinct customer: business, the unemployed, and youth. The HCD teams assessed needs through one to one interviews with customers, emersion, and surveys in the development and prototyping of services for employers, job seekers and youth.

The Employment Connection One-Stop Center HCD team's project, resulted in an Information Hub, referred to as the iHub. The iHub is centrally located within the WIB's comprehensive one-stop center. Based on customer feedback, the iHub was created to give customers walk-up access to a person who could promptly answer their questions and provide guidance without registering for a program or service.

In addition to the Human Centered Design concept, the WIB adopted the Technology of Participation (TOP) process nearly two decades ago to facilitate focused conversations that result in action planning through workgroups. In the spring of 2016, through a TOP focused conversation with our Partners, we formed three teams to focus on developing robust MOUs, knowledgeable cross-trained staff, a quality referral process, and convening workgroup to coordinate partner meetings and communication.

These partner workgroups and others to be created as we plan ahead, will focus on continuous improvement strategies that include customer surveys, interviews with businesses, job seekers,

partners, and staff, as well as ensuring the comprehensive one-stop centers provide equal opportunity for individuals with disabilities, and access to partner services that are not co-located.

The WIB is seen as a leader in workforce development in California as well as nationally. The focus on its role as a community convener is a core reason for this. The WIB knows how to collaborate and do so effectively. Partnerships are developed overtime and are strengthened by mutual understanding that the shared customer is at the core of our joint effort to move the needle. An example of this partnership is between the WIB, Tulare County Probation, and Tulare County Sheriff's Department that has resulted in the WIB being awarded multiple grants from Department of Labor and the California Workforce Development Board to jointly serve incarcerated individuals and probationers. WIB staff and partners have been invited to share best practices at a convening by *ForwardFocus* for supervised populations. Moving forward, these partnerships will sustain these projects to continue to transition incarcerated individuals from jails to American Job Centers of California where our participants are making the decision to engage in education and training that lead to sustainable jobs and ultimately reduce recidivism.

As we continually assess our system, we recognize other areas need revamping. For example, numerous services are available for individuals with disabilities and non-English speakers that are not connected. We recognize it's our responsibility to reduce the red tape that prevent our shared customers from accessing the services necessary to attain a career path in an in demand industry. The WIB will partner with DOR to conduct a self-assessment of the AJCC centers to determine our ability to meet the information technology needs of individuals with disabilities. A specialist from DOR will work with AJCC staff to assess and recommend assistive technology hardware and software that will make the AJCCs more accessible to businesses and job seekers. Through our partnerships, we will coordinate and streamline services to make them more accessible to all customers.

E.3 RAPID RESPONSE

As part of its business service offerings, the WIB uses a layoff aversion and business retention strategy that combines business visits, referral to a wide range of services provided outside the system, response to business needs for incumbent worker training, and provides information on local incentives such as tax incentives and the EDD's Work Share program. When the Business Service Team learns of a business layoff the team performs outreach to ensure the businesses and the affected (soon to be) dislocated workers have information regarding WIB services. The WIB also maintains a partnership with the local Small Business Development Center that can assist small business in need of professional advice when faced with difficult times.

In the event of a lay-off, the WIB Rapid Response Coordinator takes a proactive approach to capturing dislocated workers by performing outreach rather than waiting for the affected employees to call. The Rapid Response Coordinator meets with the business to determine the number of employees affected, date of layoff, and set a date for Rapid Response briefing. The coordinator strives to schedule briefings on site and just prior to the layoff date. AJCC staff attend briefings providing information regarding how to open an Unemployment Insurance claim, how to access Covered California health care insurance, Keep Your Home California mortgage assistance, and AJCC services.

Dislocated worker services include:

- Resume Workshops
- Interviewing Workshops

- Referral to agencies that can provide financial assistance and counseling
- Information regarding COBRA and Covered California
- Assistance regarding UI Claims
- Enrollment into WIOA for possible OJT referral
- Enrollment into WIOA for possible ITA activities
- Post WIOA enrollment, assignment to a job developer/job coach team for concentrated job search activities

Layoff Aversion - Upskill Tulare County as a layoff aversion strategy

As Rapid Response efforts provide early warning for possible layoffs or closures, incumbent worker training as a part of UpSkill Tulare County will prove to be a valuable layoff aversion strategy. See section C.5.1 for more information on UpSkill. When applicable, businesses that experience a reduction in performance due to skills gaps in their employee base will be targeted with customized cohort training options designed to improve the business’s ability to compete.

E.4 YOUTH ACTIVITIES

Please refer to C.1 Core Programs, for a full listing of youth workforce activities. Youth@Work WIOA services are available to any eligible Tulare County youth, 16-24 years of age. WIOA youth funding is largely focused on serving out of school youth (OSY), with 20% of funding expended for in school youth (ISY). The focus on OSY has required new youth-driven strategies to recruit and engage young people. The issue of “access” was a key factor in co-locating youth programs in our two comprehensive AJCC Employment Connection centers and at affiliate AJCCs. Youth services may be accessed at any of the previously noted centers as well as in many locations throughout the county. This past program year, the WIB served 452 youth, 353 OSY, and 99 ISY. The WIB exceeded negotiated performance goals for all youth outcomes measures for PY 15-16. All youth customers receive orientations detailing services available, as well as those offered through partner programs. Staff determine WIOA eligibility, provide objective assessments regarding youth interests, abilities, and needs and work with youth to develop an Individual Service Strategy or “plan of action”. Special attention is paid to barriers such as transportation, housing, and childcare so that youth may be connected with the appropriate agencies to address those needs. Youth have an array of WIOA program services available to them. Chief among those services are career counseling and planning, work readiness (soft skills) workshops, paid work experience, financial literacy and assistance in pursuing post-secondary education.

Youth services are provided with a customer centric design where youth drive the services they receive. A prime example of putting youth at the center is the WIB’s participation in the Department of Labor sponsored Human Centered Design (HCD) project that answered the question of “How might we design services and programs for out of school youth that will engage them and produce great outcomes?”



The design team was a collaboration of youth, CBO's, Adult School, Service Providers, and HHSA, which resulted in a *Youth Connect Event* in the city of Tulare. Youth told us that they didn't know what services were available within their communities, or how to connect with those services. A prototype event was held to address this issue and help youth between the ages of 16-24 discover the services that exist within their own community and allow youth to meet directly with the agencies. Young people received assistance with financial aid application, expunging criminal records, child support, health screening, cell phones and internet access, traffic fine reduction, and employment training services. The plan is to implement the *Youth Connect* event in local communities throughout the county.

In addition to WIOA youth programs, the WIB engages in local youth initiatives beyond WIOA by collaborating with local community partners. For example, the WIB partners with Community Services Employment Training, TC Health & Human Services, and the TC Board of Supervisors (TCBOS) on #LEAD, a youth leadership program to provide paid work experience to #LEAD youth that complete the leadership program and want to work.

E.5 SECONDARY AND POST-SECONDARY PROGRAMS

The Tulare WIB has developed close working relationships with the K-12 education system, the county's two community colleges, local adult schools, and other local training providers. The WIB is a partner in the Sequoias Adult Education Consortium (SAEC). The SAEC was established in the spring of 2014, bringing together adult education providers in School Districts and the College of the Sequoias. SAEC mobile education navigators are located at the AJCC in Visalia and affiliate AJCC site in Tulare to help customers navigate the adult education and community college system. Customers receive assistance with enrollment, preparing for placement tests, applying for financial aid, fee waivers, supportive services, and registering for WIOA services.

Navigators extend access to services through regional partner locations in rural communities coordinating adult education enrollment, articulation, and recruitment efforts, and serving as a liaison to programs that serve adult education students. SAEC navigators are trained in the areas of adult basic education, English language learners, and health care pathways, providing direct referrals to support services for students. The careful coordination between the SAEC and the WIB prevents a duplication of services and allows seamless transitions between the workforce investment and education systems in our local area.

In addition, the WIB has developed Memorandums of Understanding with AJCC partners that detail what each partner will deliver in order to expand services to our customer base and avoid duplication of services.

E.6 SUPPORTIVE SERVICES

As a part of an objective assessment, AJCC personnel identify needs for supportive service preventing customers from acquiring/maintaining a job or participating in WIOA activities. When all efforts to secure supportive service from other sources are exhausted by the participant, AJCC personnel document barriers to employment or training and provide appropriate support. When possible, AJCC personnel refer customers to partner agency supportive services that may include transportation vouchers, tax preparation, child care, health care, tattoo removal, food, and housing.

Supportive service award guidelines are flexible and awards are delivered on a case-by-case basis determined upon available funding and participant need. Supportive services available through WIB Adult and Dislocated Worker programs include transportation, child care, and ancillary work related items. Youth program supportive services include assistance with transportation and

appropriate educational and work-related items [books, uniforms or appropriate work attire, tools, job-related tests (TB, background checks), etc.].

E.7 WAGNER-PEYSER ACT SERVICES

The WIB has established an Integrated Service Delivery system which ensures that customers accessing the AJCC's are registered. This system includes a customer flow which assures that all customers have access to basic career services. Customers meet with a Welcome Team who provides information on program services, activities and resources available including Wagner-Peyser, in order to meet the diverse needs of Adult and Dislocated Workers. Through an established MOU, EDD Workforce Service Division delivers the appropriate services as defined in the Partners Matrix of Services included in the MOU. To assure the coordination of service delivery, EDD Workforce Service Division Staff participate in regular Employment Connection Site Committee meetings; a meeting where co-located partners participate to discuss and share their program services, referral process, so everyone has a clear understanding of services available to all customers and to avoid duplication of services in the AJC and to leverage resources.

E.8 ADULT EDUCATION

A full description of coordination efforts with Adult Education is available in D.8 Alignment with Title II.

E.9 LIMITED ENGLISH.

A full description of services offered to customers with limited English proficiencies is available in D.9 Limited English.

SECTION F GRANTS AND GRANT ADMINISTRATION

The Workforce Investment Board of Tulare County is the responsible party for the disbursement of grant funds. The WIB uses a competitive process to award grants and contracts for activities carried out under this plan. The WIB contracts with AJCC operators through a competitive bid process to operate the AJCCs. Details about the procurement and AJCC Operator bid process can be found in Appendix F and on the WIB's website, www.tularewib.org.

SECTION G PERFORMANCE GOALS

The negotiated performance goals for Tulare County represent a reduced measure to account for the high number of enrollments as part of the Integrated Service Delivery (ISD) model. ISD systems often enroll every eligible customer into Basic and Individualized Career Services as a part of orienting customers to the AJCC. Increased enrollments allow for greater flexibility to provide WIOA funded services to the community. A byproduct of increasing enrollment is increasing the number of customers who do not make full use of the services and thus impact overall performance. *For instance, 2015-2016 program year Adult enrollments totaled 2,289 and Dislocated Worker enrollments totaled 2,224. Proportionally, the negotiated performance goals for 2017-2018 project 1,304 Adults and 1,357 Dislocated Workers, 2,661 total customers to remain employed in the second quarter after exiting the program.*

The table below details the negotiated performance goals for Tulare County.

Table 4 Tulare County Negotiated Performance Goals

Local Negotiated Performance Goals	Adult	Dislocated Worker	Youth
Employed Q2 after exit	57%	61%	69.0%
Employment Rate Q4	55%	59.5%	67%
Median Earnings Q2	\$3,800	\$5,160	N/A
Credential Rate	55.9%	63%	57.7%

SECTION H HIGH PERFORMANCE STANDARDS

In 2012-2013, the State certified the WIB of Tulare County as a High Performing Board, and since then we continue to lead in the process of continuous improvement. The WIB embraced Human-Centered Design, a process that puts an intensive focus on listening to our customers, quickly prototyping solutions to meet their needs, and continually iterating solutions as we continue to learn. Because of the work in this area, one of the three local design teams was invited to the White House to discuss the potential for Human-Centered Design with the Administration officials. The WIB formed three teams to participate in the 7-week Human-Centered Design with 27 representatives from partner agencies, local businesses, and WIB staff to participate in DOL’s design challenge. Each team implemented a unique project to address the needs of business: “Essential Workplace Skills Training”, shared one-stop customer “iHub”, and youth coordinated a Youth Connect Resource Fair.

The WIB takes multiple approaches to achieve continuous improvement and effectiveness and has an excellent monitoring team that monitors each program and funding stream within the WIB’s stewardship. The monitoring team meets with AJCC staff, employers, and participants to gain insights on the effectiveness of the program and to ensure the WIB is complying with state issued policies and directives. The WIB contracts WIOA career services to service providers. Each contract defines the services to be provided in a statement of work for program, in addition to a performance operating plan and expenditure plan. WIB staff track and oversee progress on a regular basis and meet monthly with service providers to address progress and challenges.

H.1 WIOA ADULT PRIORITY OF SERVICE

The WIB addresses the State’s Priority of Service in local directive WIB TUL 16-01 issued to staff and service providers. Priority of Service is established at the time of eligibility determination for Adults eligible for WIOA Individualize Career Services and Training.

Veterans and eligible spouses continue to receive priority of service among all eligible individuals;

1. Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.
2. Individuals who are the recipient of public assistance, other low-income individuals, or individuals who are basic skills deficient.
3. Veterans and eligible spouses who are not included in the priority groups.

AJCCs and affiliate sites host Health and Human Services workforce programs administered by both the WIB and CSET, an AJCC partner. The Expanded Subsidized Employment (ESE) Program

provides TANF recipients with job readiness, WIOA Title I Adult co-enrollment, up to six months of subsidized employment with non and for profit business, and follow-up. The Welfare to Work (WtW) program also provides TANF recipients with similar services, although subsidized employment is short term. ESE and WtW participants have full access to Employment Connection workshops, employers, and partner services.

H.2 WIOA PHASE I AND II MOU

The WIB has signed Phase I MOUs with all WIOA required partners that outline the partners services provided at each of the comprehensive AJCCs. Copies of the Phase I MOU were sent to our regional advisor by June 30, 2016.

The WIB is in the process of negotiating the Phase II MOU Cost sharing with all required partners. The WIB does not anticipate an impasse with any of its partners and will meet the September 1, 2017 deadline to have the Phase II MOU signed by all partners. Phase II will address how to sustain the AJCCs described in the Phase I MOU through the use of resource sharing and joint infrastructure cost funding.

SECTION I TRAINING ACTIVITIES

As a part of the Integrated Service Delivery system, WIOA eligible customers are provided information on all individualized career and training services including Individual Training Accounts. A comprehensive assessment and Individual Employment Plan helps the customer determine the type of training and/or job readiness is needed to attain his/her desired occupation. Customers are invited to participate in career exploration and labor market research workshops to gather information that will help them determine their training goals through Individual Training Accounts. A list of local training providers that prepare workers for priority target sectors and meet WIOA training requirements are made available to customers via the Eligible Training Provider List (ETPL).

SECTION J PUBLIC TRANSPARENCY, ACCESSIBILITY, AND INCLUSIVITY

The WIB's work in workforce development considers the entire career pipeline from kindergarten through retirement. The planning process included input from the local K-12 school system, community colleges, employers and other key stakeholders. The WIB understands that it's important for Tulare County residents to access quality education that prepares them for the workforce throughout their career beginning with elementary school through continuing education opportunities that keep them on a successful career pathway. Additionally, the WIB knows that many people will need assistance to cope with barriers that range from dropping out of high school to being a disabled veteran that make it difficult to attain a supportive job. The WIB believes in offering services through each step of one's career and the information included in this plan demonstrates the numerous ways in which Tulare County residents and businesses can receive assistance.

Because of its leadership role in the county for workforce issues, the WIB felt it was important to include community stakeholders in its local planning process. The WIB started with a staff strategic planning session to discuss key areas of the plan and to focus on areas of need. Next, the WIB conducted a series of community forums including representatives from private business, local CBOs, the K-12 education system, career technical and vocational education, community college,

and state and county departments as well as locally elected officials. Community forums were held in 3 parts of the county, and included a presentation of key strategic points allowing for input regarding existing practices and improvements. Additionally, the WIB worked with its health care and industrial sector committees, the Tulare County Economic Development Corporation, the Youth Council, and the Employment Connection/AJCC Council to provide input and help to develop the local plan through facilitated planning sessions with each of these groups. In the spirit of transparency and inclusion, 300 key stakeholders and CBOs representing the individuals from target populations characteristic of the demography of the region including those groups who have experience serving or working with high-need and historically disadvantaged communities such as farmworkers, ex-offenders, those who are limited English proficient, out of school and/or disconnected and foster youth (including former foster youth) were involved in this process.

A sample of the stakeholders that were invited to participate are as follows: Proteus, Inc., CSET, ABLE Industries, Department of Rehabilitation, Services Education & Employment, Ticket-to-Success, Local Adult Schools, Health & Human Services, Tulare County Probation Department, Tulare County Sheriff's Department, Turning Point of Central California, Porterville Sheltered Workshop, Tule River Tribal Education Program, Local Community Colleges, Visalia Rescue Mission, Tulare County Library Literacy Center, Job Corp, Tulare County Housing Authority, EDD Workforce Services including Veteran Services, AARP Senior Employment, Sequoias Adult Education Consortium, and local K-12 school districts

The Local plan represents past achievement, current actions and plans to improve upon the WIB's recent record of success. Through the planning process, it was evident that the WIB is seen as a large influence in the community and is looked to as an organization that can help to ensure a brighter future in Tulare County.

The WIB released its local plan for comment to community on February 3, 2017. No additional input was received during the comment period. The plan was distributed publicly using the WIB's website (www.tularewib.org), as well as through the WIB's Facebook page and blog. In addition, the WIB provided two public forums in Spanish and English at AJCCs in each of the county's larger metropolitan areas (Visalia and Porterville), as well a special presentations to SAEC, COS, and economic development agencies, each reviewing the plan in detail, answering questions, and allowing formal comment.

SECTION K COMMON INTAKE AND CASE MANAGEMENT

K.1 EMPLOYMENTCONNECT.ORG

The WIB uses a web-based data management system in order to provide effective and efficient services to customers at the One-Stop offices and remotely. From the minute someone walks in the door and signs onto the system, the Virtual One-Stop (VOS) System tracks every service provided. The system reports services delivered from any location, whether the customer is at home, or working with staff. Providing services online promotes customer independence and helps to increase performance levels. It is a data rich system. Rules embedded in the programming provide full accountability and improves overall performance.

Case management functionality allows staff to automatically review and determine program eligibility, conduct common intake and program enrollment, record detailed case notes, complete Individual Employment Plans, assist veterans, provide referrals, track placement and outcomes, and

much more. In addition, documentation is imaged into the system making hard files unnecessary. Daily uploads to CalJOBS with reviews ensure that required data is available in that environment. The system allows real-time tracking and reporting on program performance assisting with effective program management.

The WIB co-enrolls Adult and Dislocated workers in multiple programs and funding streams to maximize customer access to specialized programs and services without duplication of effort. The WIB’s “Grants-at-a-Glance Matrix” guides career coaches and job developers to the programs and services participants are eligible to receive. The matrix lists the activities that each funding may offer such as forklift or CalOSHA training for the supervised population, the Veterans Education Assistance Program for Multi-Craft Pre-Apprenticeship training, the Dislocated Worker Additional Assistance 25% program, or any of the six programs described in the matrix. The matrix is a tool utilized by the WIB since 2010 to guide Employment Connection staff through the various funding streams and programs available to eligible participants, in addition to enrolling them in the appropriate services that will assist them in retaining employment.

SECTION L MISCELLANEOUS INFORMATION

Section H.1 on WIOA priority of service describes the WIB’s priority given for adult career and training services.

The portions of the local plan being handled in the narrative content of the regional plan are the Analytical background information. Additionally, while we address regional partnership briefly in *section B.2.3*, there is additional detail in the regional plan.

See Appendix B for local board Assurances.

SECTION M LOCAL BOARD ASSURANCES

Local Board Assurances have been attached as Appendix B.

SECTION N LIST OF COMPREHENSIVE AJCCS AND AJCC PARTNERS

Employment Connection AJCC s

- | | |
|---|--|
| 1. 1063 W. Henderson
Porterville, CA 93257 | 2. 4025 W. Noble,
Visalia, CA 93277 |
|---|--|

WIOA Required Partner	Local Partner
Carl Perkins Career Technical Education	College of the Sequoias
Carl Perkins Career Technical Education	Porterville College
Title V Older Americans Act; YouthBuild; Community Service Block Grant	Community Services Employment & Training
Title III Wagner-Peyser, Veterans, TAA, UI, LMID	Employment Development Department, St. of California
TANF/CalWORKs	Tulare County Health & Human Services Agency
Job Corps	Job Corps
Sec. 167 Migrant Seasonal Farmer Worker & Title II Adult Education & Literacy	Proteus, Inc.

Title I of the Rehabilitation Act	Department of Rehabilitation, State of California
Sec. 166 Native American	Tule River Tribal Council
WIOA Title I Adult, Dislocated Worker, and Youth	Workforce Investment Board (WIOA Title I Adult, DW, & Youth)
WIOA Title II Adult Education and Literacy	Sequoias Adult Education Consortium(VAS, TAS, COUSD)
WIOA Title II Adult Education and Literacy	Porterville Adult School
Social Security Administration Ticket-to-Work (Additional Partner)	Tulare County Office of Education - Ticket to Success
Small Business Development Center (Additional Partner)	California State University Fresno Foundation on behalf of SBDC

SECTION O AJCC MOU LOCAL AREA GRANT RECIPIENT LISTING

STATE of CALIFORNIA LOCAL AREA GRANT RECIPIENT LISTING [WIOA Sections 107(d)(12)(B)(i)]

Workforce Investment Board of Tulare County

Entity	Organization	Contact	Mailing Address	Telephone / Fax Email
Grant Recipient (or Sub recipient if applicable)	County of Tulare	Pete Vander Poel Chair	2800 W. Burrel Ave. Visalia, CA 93291	559-636-5000 559-733-6898 pvanderpoel@co.tulare.ca.us
Fiscal Agent	Workforce Investment Board of Tulare County	Debbie Bach Administrative Services Officer	309 W. Main Street, Suite 120 Visalia, CA 93291	559-713-5200 559-713-5263 dbach@tularewib.org
Local Area Administrator	Workforce Investment Board of Tulare County	Adam Peck Executive Director	309 W. Main Street, Suite 120 Visalia, CA 93291	559-713-5200 559-713-5263 apeck@tularewib.org
Local Area Administrator Alternate	Workforce Investment Board of Tulare County	David McMunn Deputy Director	309 W. Main Street, Suite 120 Visalia, CA 93291	559-713-5200 559-713-5263 dmcunn@tularewib.org

SECTION P LOCAL BOARD BYLAWS

The Workforce Investment Board of Tulare County's Bylaws have been attached as Appendix A.

SECTION Q PROGRAM ADMINISTRATION DESIGNEE AND PLAN SIGNATURES

This local plan represents the Workforce Investment Board of Tulare County's efforts to maximize and coordinate resources available under Title I of the *Workforce Innovation and Opportunity Act*.

This local plan is submitted for the period of July 1, 2017 through June 30, 2021 in accordance with the provisions of the WIOA.

Local Workforce Development Chair

Chief Elected Official

 3/15/17

William DeLain

Date

Workforce Investment Board of TC, Chair

Pete Vander Poel

Date

TC Board of Supervisors, Chair

SECTION R PUBLIC COMMENTS

Section 108 of the *Workforce Innovation and Opportunity Act* requires the Local Boards to publish the local plan for public comment. All comments that have been received that disagree with the local plan, how the Local Board considered that input and its impact on the narrative in the local plan.

No public comments were received regarding the Local Plan.



Appendix A LOCAL WORKFORCE DEVELOPMENT BOARD BYLAWS

The Local Workforce Development Board is required to submit a copy of their By-Laws as an attachment to the local plan. Beginning on the following page is the WIB's By-Laws.



Tulare County Workforce Investment Board, Incorporated
By-Laws

Article I: Organization

Section 1.01: Name. The name of this organization shall be the Tulare County Workforce Investment Board Incorporated (TCWIB).

Section 1.02: Principal Office. The principal office for the transaction of business is fixed and located at 309 W. Main Street, Suite 120 Visalia, California. The Board of Directors of this Corporation may at any time change the location of the principal office to another location within the County of Tulare. This Corporation may also have offices at such other places as the Board of Directors may determine and fix by resolution.

Section 1.03: Authority. The Tulare County Workforce Investment Board Incorporated is established in accordance with Title I, Part A, Section 117 of the Federal Workforce Investment Act (Public Law 105-220, August 7, 1998), and in accordance with any and all associated enabling legislation, regulations and/or executive orders.¹

The Tulare County Workforce Investment Board, Inc. has been designated by the Tulare County Board of Supervisors (May 23, 2000, in Resolution Number 2000-390):

- a) as the lead agency to respond to both State and Federal directives in regard to the Workforce Investment Act (WIA) and Welfare-to-Work (WtW);
- b) as the lead agency to educate the community about the role and responsibilities under the Workforce Investment Act (HR1385) and Welfare-to-Work (WtW);
- c) as the lead agency charged with the responsibility of developing and implementing a AJCC system of service delivery for workforce development within Tulare County in accordance with the Workforce Investment Act and regulations; and
- d) with authorization to enter into a Memorandum of Understanding with full and associate partners that identifies each partner's role and responsibility within the AJCC system.

Article II: Purpose

Section 2.01: Purpose. This Corporation shall be organized to serve as a Workforce Investment Board (TCWIB) as established by Title I, Part A, Section 117 of the Workforce Investment Act (WIA) and shall function in accord with the provisions of the Acts and any and all associated legislation, regulations, and/or executive orders, to carry out the primary purposes of the Corporation which are as follows:

- a) Operate as the lead agency for establishing policy for implementation of workforce investment system needs as mandated by the Workforce Investment Act (H.R. 1385).
- b) Establish policy that will increase the involvement of the business community, educational institutions, organized labor, government agencies, CBO's and economic development agencies in workforce investment activities authorized by the TCWIB.
- c) Identify, implement and establish policy to administer effective approaches to increase employment opportunities for job seekers or anyone who wants to advance his or her career, including targeted populations.
- d) Establish policy that will provide for workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the

quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation.

- e) To act as a catalyst for workforce and business retention, expansion and a to be a forum for all local workforce policy.

Section 2.02: Nonprofit Public Benefit Activities. This Corporation shall be dedicated to educational and charitable means to further the primary purposes of the Corporation. Subject to the limitations stated in the Articles of Incorporation, this corporation shall engage in any lawful activities, none of which is for-profit, for which Non-Profit Public Benefit Corporations may be organized under the General Non-Profit Corporation Law of California, as it is currently in effect and may at any time be amended.

Article III: Goals

Section 3.01: Goals. The goals of the Tulare County Workforce Investment Board, Inc. are:

- a) To *establish priorities for the* required services to meet the workforce investment needs of the County.
- b) To secure more private sector jobs for individuals, utilizing universal access to the local workforce AJCC delivery system.
- c) To attract greater private sector participation in all aspects of local workforce investment activities.
- d) To serve as the private sector contact point in the workforce investment system in presenting industry's views and recommendations for making the local workforce investment system more responsive to local hiring and business retention and expansion needs.
- e) To participate jointly with the Tulare County Board of Supervisors in the development of plans to be submitted under WIA in accordance with agreements with the County of Tulare.
- f) To strive for maximum coordination of effort within Tulare County between federal and State sponsored workforce investment activities by establishing lines of communication with appropriate federal, State and local agencies.
- g) To engage business and industry in development and validation of education and workforce initiatives.
- h) To create high quality services and easy access that is user friendly for business and maximizes use of tax credits and training incentives.
- i) To expand and simplify access to an integrated service delivery system for employers and job seekers.

Article IV: Responsibilities

Section 4.01: Responsibilities. As a partner with the Tulare County Board of Supervisors in the implementation of the TCWIB workforce investment activities in Tulare County, this Corporation shall assume the following responsibilities:

- a) To negotiate and enter into agreements with the Board of Supervisors establishing the respective roles and responsibilities of the Board and the TCWIB for implementation of the WIA at the local level.
- b) To negotiate and enter into agreements with the Board of Supervisors for services to the TCWIB.
- c) To prepare, in conjunction with the County Board of Supervisors, the five-year local workforce investment plan (Local Plan) for the local workforce investment area, as required by the WIA respectively.
- d) To serve as the business and industry contact point in the local workforce investment system by incorporating private sector views and recommendations regarding local workforce investment and business retention needs into the TCWIB plans and programs.
- e) To provide policy direction and oversight to Local Workforce Investment System in ways to increase

- private sector job placement for the job seekers.
- f) To analyze private sector job opportunities, survey employment and training needs in the private sector, develop specific private sector workforce investment projects, and develop standards for the types of occupations to be selected for the expenditure of training funds.
 - g) To ensure the creation and maintenance of a AJCC delivery system that enhances the range and quality of workforce investment services that are universally accessible to all individuals seeking assistance.
 - h) To promote, organize, and establish policy to administer programs to develop training and employment opportunities in the private business sector for economically disadvantaged unemployed, under-employed, and marginally skilled persons.
 - i) To monitor the performance and effectiveness of those organizations who assist in the training and placing of eligible clients under the TCWIB programs.
 - j) To disseminate information concerning related programs.
 - k) To certify the AJCC operators in the County of Tulare with the agreement of the chief elected official².
 - l) To appoint in agreement with the chief elected official, a Youth Council as a subgroup of the TCWIB and to coordinate workforce and youth plans and activities with the youth council.
 - m) To develop a budget for the purpose of carrying out the duties of the TCWIB subject to the agreement of the chief elected official.
 - n) To:
 - a. Identify and select eligible providers of adult and dislocated worker intensive services and training services;
 - b. Identify and maintain a list of eligible training providers with performance and cost information.
 - c. Select eligible youth service providers based on the recommendations of the Youth Council.
 - o) To develop and execute a memorandum of understanding (MOU) between the TCWIB and the local full and associate AJCC partners relating to the operation of the local AJCC workforce delivery system in the Tulare County.
 - p) To coordinate workforce investment activities with economic development strategies and developing employer linkages; and promoting private sector involvement in the statewide workforce investment system through intermediaries such as the AJCC operators in the local area or through other organizations, to assist employers in meeting hiring needs.
 - q) To negotiate and reach agreement on local performance measures with the chief elected official and the Governor (WIA, Section 136 (c)(2)).

Article V: Members

Section 5.01: Members. This organization shall have no members. The representatives of this body shall be known as Directors and shall serve collectively as a Board of Directors.

Article VI: Board of Directors

Section 6.01: Powers. The business and affairs of this Corporation shall be managed by its Board of Directors, which may exercise all powers of the Corporation and do all such lawful acts as are not prohibited by statute, the Articles of Incorporation, the By-Laws, or directed or required to be exercised or done by others.

Section 6.02: Duties. It shall be the duty of the Directors to:

- a) *Duties Imposed by Law Articles or By-Laws.* Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of the Corporation or by these By-Laws.
- b) *Supervision.* Supervise and direct any or all officers, agents (or employees where appropriate) of the Corporation to ensure that the responsibilities of the Corporation are properly carried out.
- c) *Meetings.* Meet at such times, and for such purposes, as are specified by these By-Laws.

Section 6.03: Composition of Board of Directors. The governing board of this Corporation (Board of Directors) shall be constituted as follows:

Number of Directors. The total number of directors may vary from time to time when a single director with multiple affiliations represents more than one category/program/group/entity. In any case the number shall not conflict with the TCWIB Articles of Incorporation.

- a) Director positions shall be filled in accordance with the Workforce Investment Act of 1998, Section 117 as follows:

***Private Sector Business Majority
Level and Type of Representation**

- 15% Labor Organizations
- 2 Education
- 2 Economic Development
- 2 Community-based Operator

Title I Funded Programs:

- Workforce Investment Act
- Migrant & Seasonal Farmworkerer
- Native American Programs
- Other Resource Programs (Optional)

Non-Title I Funded Programs:

- Adult Education & Literacy
- Rehabilitation
- TANF
- Older Workers, Title V
- Postsecondary Vocational Ed.
- NAFTA-TAA
- Veterans
- Community Serv. Block Grant
- HUD Employment & Training
- Unemployment Insurance
- Wagner Peyser

*This includes private sector for-profit and private sector non-profit businesses. Private sector for-profit business members of the Board of Directors shall be representative of each County supervisorial district. Each supervisorial district must be represented by a minimum of two (2) Directors from private sector for-profit businesses.

- b) *Qualifications.* In accordance with the Workforce Investment Act of 1998, Section 117 (b)(2), nominees must be individuals with optimum policy making authority within the entities, organizations, or agencies they represent, and for business, the foregoing and/or optimum hiring authority. All Directors on the TCWIB shall be active in their job or profession at the time of appointment.
- c) Nominees for private sector for-profit business membership on the Board Directors may be nominated by any current WIB Director or member of the Tulare County Board of Supervisors.
- d) At least 15 percent of the local Directors shall be representatives of labor organizations unless the
- e) local labor federation fails to nominate enough members. If this occurs, then at least 10 percent of the local board Directors shall be representatives of labor organizations. (California Senate Bill 293)

Section 6.04: Appointment. The governing board of this Corporation shall be appointed by the Tulare County Board of Supervisors.

Recommendations to the Tulare County Board of Supervisors for appointment to the TCWIB shall reflect the nominee's primary category of representation and any additional category of representation from Section 6.03, above.

Any additional category of representation from Section 6.03 may be used when bi-annual WIB recertification by the State requires.

Section 6.05: Term of Appointment. The term of Directors shall be for two years. The Board of Supervisors shall designate, at the time of appointment, which members of the Board of Directors of the Corporation shall serve for one (1) year and which members shall serve for two (2) years. Thereafter, members appointed to the Board of Directors shall serve for a term of two (2) years.

If a Director is appointed to fill a vacancy created by a Director leaving the Board of Directors prior to the normal expiration of his or her term, the term of such successor Director shall be the remaining term of the Director vacating the Board.

In the event that a Director's term of appointment expires and the Board of Supervisors has been unable to re-appoint the duly recommended nominee(s), that Director's active term shall continue until the Tulare County Board of Supervisors has an opportunity to make appointments.

There shall be no limitation on the number of terms any individual may serve on the Board of Directors of the Corporation.

Section 6.06: Vacancies. Vacancies on the Board of Directors shall exist when one or more of the following situations occur:

- a) A Director's fixed term of appointment expires;
- b) A Director's official resignation is accepted by the TCWIB;
- c) A Director dies
- d) A Director is removed for cause in accordance with the TCWIB By-Laws; or
- e) A new, duly-approved membership slot is established.

The procedure for filling vacancies on the Board of Directors shall be as follows:

- a) *Directors Representing Business.* The Board of Directors shall solicit nominations from chambers of commerce and other general-purpose business organizations for vacancies occurring among the positions on the Board of Directors representing private business. All qualified nominations shall be submitted by the TCWIB to the Board of Supervisors, which shall make appointments to the Board of Directors in accordance with the terms and conditions set forth in these By-Laws.
- b) *Other Directors.* The Board of Directors shall solicit nominations from public and private educational organizations, organized labor, rehabilitation agencies, community-based organizations, economic development agencies, and/or other agencies defined in WIA and as determined appropriate for vacancies occurring among the positions on the Board of Directors. All qualified nominations shall be submitted by the TCWIB to the Board of Supervisors, which shall make appointments to the Board of Directors in accordance with the terms and conditions set forth in these By-Laws.
- c) *Process.* All nominations and re-appointments will be reviewed by the TCWIB Executive Committee for compliance with the By-Laws and the WIA along with Executive Committee recommendations prior to submission to the Board of Supervisors for appointment.

Section 6.07: Attendance. Attendance will be recorded for each TCWIB meeting, including Committees, *ad hoc*, and Special Events.

- a) **Attendance Requirement.** Directors missing all of the above meetings for an entire quarter will no longer be considered a Director in good standing. Continued absence in the subsequent quarter may be interpreted as resignation.

- b) **Special Circumstances.** A Director, with the approval of the TCWIB Chair, may be granted a Leave of Absence for a reasonable period of time not to exceed twelve months.

Section 6.08: Release from Term of Office. A Director's term of office will end by:

- a) Resignation, death, legal incapacity or removal due to conduct detrimental to the interests of the Corporation;
- b) The failure or refusal of a mandated partner agency to participate on the WIB in accordance with the MOU and the By-Laws of the TCWIB;
 - a. Notification shall be sent to the cognizant mandated partner agency that the Director has been released from their term of office. It will be that agency's responsibility to provide another nominee.
- c) **Failure to Meet Attendance Requirement.** The TCWIB Executive Director, after consultation with the TCWIB Chair, will notify the Director.

The TCWIB Executive Director will notify the TCWIB Chairperson of any situations relative to this section and/or conduct detrimental to the interests of the Corporation.

Section 6.09: Removal of Directors. Any Director may be removed from the Board of Directors when the Board of Directors itself determines that such removal is called for on the basis of the conditions referenced in the preceding section. To accomplish such removal requires that the Board comply with the following procedures:

- a) The Director in question shall be given notice not less than fourteen (14) days prior to any impending action. This notice shall be:
 - a. in writing detailing the time and place of the meeting where such action will be taken; and,
 - b. mailed to the Director in question with a return receipt requested.
- b) The Director in question shall be given reasonable opportunity to speak before the Board of Directors; however, failure to appear before the Board shall not be an impediment to the removal action.
- c) A Director may be removed by a majority vote of a quorum of the Board of Directors.

Section 6.10: Compensation. Directors shall serve without compensation.

Section 6.11: Non-liability of Directors. The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 6.12: Indemnity by Corporation for Litigation Expenses of Director, Officer or Employee. This Corporation shall have the power to indemnify any agent, as the term is defined in Section 5238(a) of the Corporation's Code of the State of California, in accord with the provisions of Section 5238 of the Corporations Code of the State of California.

Article VII: Officers

Section 7.01: Officers. The officers of the organization shall consist of a Chairperson, Vice-Chairperson, Secretary, Treasurer and such other officers as the Board may appoint. The Chairperson and Vice Chairperson shall be from the private sector business category. The Chairperson, Vice-Chairperson, Secretary, or Treasurer shall not be the same individual.

Section 7.02: Selection Process and Term of Office. The Board of Directors shall annually elect, by a majority vote, at least the Vice-Chairperson, Secretary and Treasurer. The Chairperson will be appointed by the Board of Supervisors annually prior to the Annual meeting, effective the day following the Annual Meeting. The

other three (3) officers of the organization may be elected to successive one-year terms of office taking effect immediately following the Annual Meeting.

- a) Prior to the appointment of the Chairperson, the TCWIB may recommend a Chairperson nominee(s) to the Board of Supervisors in accordance with the procedures established by the Board of Supervisors.
- b) Prior to the election of officers, a nominating committee will be appointed by the TCWIB Chairperson and a slate of nominees should be presented at the regular TCWIB meeting prior to the Annual meeting. Additional nominations may be made at the Annual meeting.

Section 7.03: Subordinate Officers. The Board of Directors may elect or appoint such other officers, assistant officers, agents, administrators, coordinators, (and other employees where appropriate) as it shall deem necessary or desirable. They shall hold their offices for such terms and shall have such authority and perform such duties as shall be determined by the Board of Directors.

Section 7.04: Removal and Resignation. Any officer may be removed from their office either with or without cause by a consenting vote equal to two-thirds of the total number of Directors then serving on the Board. Any officer may resign at any time for any reason by giving written notice to the chairperson or Secretary of the Board. Such resignation shall be effective upon receipt.

Section 7.05: Vacancy. A vacancy in any office, with the exception of the Chairperson shall be filled by the Board of Directors in a timely manner following such vacancy. A vacancy of the Chairperson office will be filled by the same process as Section 7.02. This process will start after being notified of the vacancy. The term(s) will expire at the next annual meeting.

Section 7.06: Duties of the Chairperson. The Chairperson of the Board of Directors, subject to the control of the Board of Directors, these By-Laws, and federal and State law, shall have the responsibility for the general supervision, direction and control of the business and affairs of the Corporation. The Chairperson of the Board of Directors shall be the executive officer of the Corporation who shall preside at all meetings of the Board of Directors, and shall see that all of the orders and resolutions of the Board of Directors are carried into effect. The Chairperson may participate as an ex-officio member of all standing committees of this Corporation. The Chairperson shall have any other powers and duties as may be prescribed from time to time by the Board of Directors.

Section 7.07: Duties of the Vice-Chairperson. The Vice-Chairperson of the Board of Directors shall perform the duties and exercise the powers of the Chairperson in the absence or disability of the Chairperson. The Vice-Chairperson shall also have any other powers and duties as the Board of Directors shall prescribe.

Section 7.08: Duties of the Secretary. The Secretary of the Board of Directors shall have the overall responsibility to keep a full and complete record of the proceedings of the meetings of the Board of Directors. In addition, the Secretary shall perform or cause to be performed, the following duties:

- a) Certify the By-Laws of this Corporation and maintain the original or a copy of these By-Laws as amended or otherwise altered to date.
- b) Keep and maintain an official listing of the current members of the Board of Directors, including current addresses of such Directors.
- c) Give official notice of all meetings of the Board of Directors and its actions.
- d) Exhibit records to Directors and members of the public at all reasonable times as required by law.
- e) Assume any other duties and powers as may be prescribed by the Board of Directors.

Section 7.09: Duties of the Treasurer. The Treasurer shall have the overall responsibility for ensuring that, where appropriate, financial record keeping, receipt of corporate funds, and disbursement of corporate funds are accomplished in accordance with the requirements of all applicable federal and State law and regulations and in conformance with generally accepted accounting practices.

Section 7.10: Bonds. The Board of Directors shall require of every officer, director, agent or employee who is authorized to act on behalf of the Corporation for the purposes of receiving or depositing funds or issuing financial documents, checks, or other instruments for payment of costs, a bond for the faithful discharge of duties in such sum and with such sureties as shall be prescribed by the Board of Directors in accord with applicable federal regulations.

Article VIII: Committees

Section 8.01: Committees. The Board of Directors of the Corporation may designate as may be determined as necessary to the business and affairs of the Corporation. There will be an executive committee and standing committees, namely, a Program Committee, a Public Relations/Marketing Committee, and Sector Committees.

The Board of Directors of the Corporation may designate as may be determined as necessary to the business and affairs of the Corporation additional ad hoc committees. Membership of such committees may, unless otherwise prescribed in these By-Laws, be comprised of Directors of the Corporation and any other individuals the Board of Directors may from time to time appoint.

Section 8.02: Executive Committee. The Board of Directors shall elect an Executive Committee which shall consist of a minimum of seven (7) members of the Board of Directors. The Executive Committee shall include all elected officers of the TCWIB, three (3) [elected] Directors, the chairpersons of each Committee and Council of the WIB and the immediate past chair, if applicable. The Executive Committee may meet at stated times or upon notice to all of its members by any one of its members. This Committee has the authority to exercise all powers of the Board of Directors, excepting the power to amend the By-Laws of the Corporation, while the Board of Directors is not in session. All business transacted by such committee must be submitted to and reported to by the Board of Directors at its next regular meeting or at a special meeting called for that purpose. Vacancies among the officers of the Executive Committee shall be filled by the Board of Directors at a regular meeting or at a special meeting called for that purpose.

Section 8.03: Standing Committees. To fulfill TCWIB responsibilities as required in Section 117 of the Workforce Investment Act as well as provide policy and guidance to objectives the TCWIB may deem appropriate, the following standing committees are established: a Program Committee, a Public Relations/Marketing Committee, and Sector Committees. Each committee chairperson, vice-chairperson and committee member will be appointed by the TCWIB Chairperson.

- a) The Program Committee will provide for development and implementation of the following TCWIB objectives:
 - a. A local workforce investment plan in accordance with WIA.
 - b. Program Procurement.
 - c. Provide review and oversight for monitoring and evaluation of activities under the five-year local workforce investment plan as required by the Workforce Investment Board and in Section 117 of the Workforce Investment Act and 661.305 (a) (1) of the regulations.

- b) The Public Relations/Marketing Committee will provide for policy and guidance to initiate advertising, public relations and image building which will further TCWIB activities, such as the Employment Connection system and youth projects.
- c) Sector Committees will represent business sectors in the community. They will address the following issues:
 - a. Confront Workforce Development issues facing each Sector.
 - b. Act as an industry advisory group for career technical education programs.
 - c. Develop and approve Customized Training and approve Employment Training Panel agreements in each sector.
 - d. Review TCWIB expenditures on training within each sector.

Section 8.04: Ad-Hoc Committees. The TCWIB Chair or the Executive Committee may find it necessary to appoint ad-hoc committees to work on targeted issues, such as personnel and legislative. These committees will have no permanent status and will be called upon by the Chair or Executive Committee on an as needed basis.

Article IX: Councils

Section 9.01: Youth Council. The Youth Council members will be appointed by the TCWIB in accordance with an agreement between the TCWIB and Tulare County Board of Supervisors. Nominations and re-appointments will be reviewed by the Youth Council for compliance with local selection criteria and WIA compliance prior to submission of a recommendation to the TCWIB for appointment. The Youth Council chairperson and vice-chairperson will be appointed by the TCWIB Chairperson; the appointees, in their capacity as Chair and Vice Chair, shall represent the TCWIB.

- a) Youth Council membership appoint representatives:
 - Youth enrolled in school
 - Out-of-school youth
 - Private sector representatives
 - Educational agencies serving youth
 - Private nonprofit agencies serving youth
 - Apprenticeship training programs serving youth
- b) The Youth Council will assist the TCWIB in building and enhancing an effective youth service delivery system by becoming the mechanism to ensure that appropriate stakeholders come together to both identify and solve youth workforce investment challenges.
- c) The Youth Council, acting in an advisory capacity, will provide the expertise and leadership that enables the community to maximize existing services to youth and to seek additional resources to fill gaps in service (WIA, Section 123).
- d) TCWIB Youth Council Attendance Policy:
 - a. Approximately twelve (12) full Youth Council meetings will be scheduled each year. Youth Council members are required to attend a minimum of 2/3 of the meetings held in the calendar year (8 of 12).

Youth Council members, who do not meet the Council’s attendance requirements, will be notified in writing of their proposed removal from the Council. The Youth Council co-chairs will recommend, to the TCWIB Chair, an action to terminate the individual’s Youth Council membership following a 30-day appeal period. The 30-day appeal period begins the day the Council member receives verified notification of the proposed action.

The Council member may appeal the recommendation to terminate his/her membership by writing a letter to the Youth Council co-chairs within the 30-day appeal period. The appeal will be considered by the Youth Council Executive Committee and a decision communicated back to the individual within 30 days of receipt of the appeal.

e) TCWIB Youth Council Committee Assignments and Attendance Policy:

- a. All Youth Council members are required to serve on at least one of the Council's committees. A committee preference survey will be sent to Council members on an annual basis. Survey results will be reviewed by the Youth Council co-chairs and committee assignments established within 30 days of the survey deadline.
Committees shall meet approximately 4 times per year. Additional committee meetings will be schedule as necessary. Committee members are required to attend at least 50 percent of the committee meetings held in the calendar year.

Section 9.02: Employment Connection Council. The Employment Connection Council representatives will be from partners which have successfully negotiated a Memorandum of Understanding or Statement of Intent with the TCWIB. The Employment Connection partnering agencies listed in Section 121 (b)(1)(B) of the WIA, shall not exceed one (1) representative each on the Council. The Employment Connection Council chairperson and vice-chairperson will be appointed by the TCWIB Chairperson. In their capacity, as Chair and Vice-Chair of the Employment Connection Council; the appointees, shall represent the TCWIB.

- a) The Employment Connection Council in accordance with Federal and State guidelines will provide the means by which the local AJCC partners will have opportunities for input into policy decisions, made by the TCWIB regarding the local AJCC workforce delivery system and will ensure consistency in the implementation of policy decisions of the TCWIB.
- b) Council will establish its own attendance requirements.

Removal of a Council member will follow the provision of Section 6.09.

Article X: Meetings of the Board

Section 10.01: Place. The meetings of the Board shall be held at the principal office of the Corporation or at such other place or places within the County of Tulare as may be designated from time to time by the Board of Directors and/or the Chairperson of the Board. Time and place of meetings shall be posted for public view at least seventy-two (72) hours prior to the scheduled meeting.

Section 10.02: Regular Meetings. Regular meetings of the Board shall be held at the discretion of the Board and/or the Chairperson of the Board.

Section 10.03: Annual Meeting. The annual meeting shall be held within 120 days of the start of the WIA fiscal year. The time and place of this meeting shall be determined by the Executive Committee. The purpose of the annual meeting shall be to elect officers, present the annual report and to conduct such other business as may be necessary at that time.

Section 10.04: Special or Emergency Meetings. Special or emergency meetings of the Board or Executive Committee may be called at any time by the Chairperson or upon written request by a majority of the Board's Directors or the Executive Committee.

Section 10.05: Committee Meetings. All TCWIB Board Directors shall receive notice of committee meetings and may attend and participate as voting members of all committee meetings, subject to the following exception:

- a) There must be a quorum of the actual committee present.
- b) (If a majority of the members of the TCWIB are present at a meeting of a standing committee, TCWIB members who are not members of that committee shall attend only as observers by watching and listening to the committee proceedings, and may not ask questions or make statements.
- c) A majority of the members of the TCWIB shall not be permitted to be present at a meeting of an ad hoc committee.

Section 10.06: Notice of Meetings. Notice of the time and place of each meeting of the Board of Directors shall be given to each member of the Board, the Tulare County Board of Supervisors and to each person or organization which has requested in writing notice of such meeting, at least seven (7) days prior to such meeting and in the case of special meetings at least three (3) days or forty-eight (48) hours if delivered personally or by telephone.

Section 10.07: Contents of Notice. Notice of meetings of the Board shall specify the place, the day and the hour of the meeting and shall be accompanied by an agenda of the business to be transacted.

Section 10.08: Quorum. A quorum shall consist of a majority of the filled, voting positions of the duly appointed Directors. Directors on an extended leave of absence, as determined by the Chair, shall not count among the filled, voting positions for the purpose of determining a quorum. Directors no longer in good standing as defined in section 6.07(a) of the By Laws will not count for the purpose of establishing a quorum.

A quorum is required for the actions of all appointed committees and shall consist of a majority of the duly appointed Directors assigned to that committee. Transactions of any meeting of the Board of Directors, however called and noticed and when held, shall be valid if a quorum is present.

Section 10.09: Voting. Each Director shall be entitled to one (1) vote and shall have the privilege of participating fully in the voting procedure, except when a Director's vote would have a direct bearing on services to be provided by, or would financially benefit that Director or any organization represented by that Director, thus creating the potential of conflict of interest. In such case, that Director shall refrain from discussion and/or vote on the subject matter. A Director shall not cast a vote on, participate in, or in any way attempt to use his or her official position to influence: (1) any decision on the provision of services by that Director (or any organization which the Director directly represents), or (2) any decision or matter which would provide direct financial benefit to that Director, or in which that Director knows or has reason to know that he or she, any member of that Director's immediate family, that Director's partner, or any organization which employs, or is about to employ, any of the same, has a financial or other interest; and, in each such case that Director shall disclose his or her disqualifying interest, and that fact shall be included in the minutes of the meeting.

- a) In accordance with the Agreement Between The Tulare County Workforce Investment Board, Inc. and the Tulare county Board of Supervisors Establishing Roles and Responsibilities, Section II. C., define the Board of Supervisors designated liaison as an active participant in all TCWIB activities, who may participate in discussion, and may exercise voting authority and may count toward establishment of a quorum.

Section 10.10: Conduct of Meetings. Meetings of the Board of Directors shall be presided over by the Chairperson, or, in the Chairperson's absence, by the Vice-Chairperson, or in the absence of both, by an acting Chairperson chosen by a majority of the Directors present. The Secretary of the Corporation shall act as

Secretary of all meetings of the Board, provided that in the Secretary's absence, the Presiding Officer shall appoint another person to act as Secretary of the meeting.

- a) Meetings shall be governed by Robert's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these By-Laws, with the Articles of Incorporation, or with the law.
- b) All meetings shall be open to the public and conducted in conformance with California Government Code SS54950 et seq. commonly referred to as the "Ralph M. Brown Act".
- c) A meeting, to be valid, must have a quorum present as per Section 10.08 of these By-Laws. If a meeting should fail to have a quorum present, such meeting shall be declared invalid for the purpose of transacting business and shall be adjourned. The Chairperson may reconvene the Directors present as a committee. All actions of the committee, as a whole, will be submitted to the next TCWIB meeting for their approval.

Article XI: Fiscal Year

Section 11.01: Date of Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June in each year.

Article XII: Execution of Instruments, Deposits and Funds

Section 12.01: Execution of Instruments. The Board of Directors, except as otherwise provided in these By-Laws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or agreement or to pledge its credit or to render it liable monetarily for any purpose or in any amount. The Administrator of the Corporation shall attest to all instruments entered into on behalf of the Corporation.

Section 12.02: Checks and Notes. Where appropriate and except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidences of indebtedness of the Corporation shall be signed by the Treasurer and counter-signed by the Chairperson or Vice-Chairperson of the Corporation; except that the County of Tulare and the financial procedures employed by the chief financial officer thereof may supersede this section for the purposes of the handling of funds disbursed within the local workforce investment area directly under the Federal Workforce Investment Act of 1998, in accordance with an agreement between the County and the Board of Directors of the Corporation.

Section 12.03: Deposits. Where appropriate all funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select, in accord with the provisions of the federal regulations.

Section 12.04: Gifts. When appropriate the Board of Directors may accept, on behalf of the Corporation, any contribution, gift, bequest, or device for the general purposes or for any special purposes of the Corporation.

Article XIII: Corporate Records, Seal and Logo

Section 13.01: Minutes of Meeting. The Corporation shall keep at its principal office, or at such other place as the Board of Directors may order, a book of minutes recording the proceedings of all meetings of Directors and of all meetings of committees, with the time and place of holding, whether regular or special, and, if

special, how authorized, the notice given, the names of those present at committee meetings, the number of persons present at any meetings.

Section 13.02: Books of Account. When appropriate the Corporation shall keep and maintain adequate and correct accounts of its properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

Section 13.03: Records Available to Assessors. When appropriate and on request of an assessor, the Corporation shall make available at its principal office or at a place mutually acceptable, a true copy of business records relevant to the amount, cost, and value of property, subject to local assessment, which it owns, possesses or controls within the County.

Section 13.04: Inspection of Records by Directors. The Articles of Incorporation, By-Laws and books of account shall, at all reasonable times, be open to inspection by any Director. Every Director shall have the absolute right at any reasonable time to inspect all books, records, documents of every kind, and the physical properties of the Corporation. Such inspection may be made in person or by an agent or attorney, and the right of inspection includes the right to make extracts. Demand of inspection other than at a meeting shall be made in writing and directed to the Chairperson or Secretary of the Corporation. The Corporation may charge a reasonable fee for making extracts. A log of such inspections shall be maintained to document the date, material inspected and extracts copied.

Section 13.05: Inspection of Records by the Public. The Articles of Incorporation, By-Laws, books of account, and the minutes of meetings of the Directors, and committees shall be open to inspection on the written demand of any member of the public at any reasonable time. Such inspection may be made in person or by agent or attorney, and the right of inspection includes the right to make extracts. The Corporation may charge a reasonable fee for making extracts.

Section 13.06: Annual Report and Financial Statement. The Board of Directors may provide for the preparation and submission to the members of the Board of a written annual report, including a financial statement. Such a report, if required by the Board, shall summarize the Corporation's activities for the preceding year and activities projected for the forthcoming year; the financial statement shall consist of a balance sheet as of the close of business of the Corporation's fiscal year, contain a summary of receipts and disbursements, be prepared in such manner and form as is dictated by sound accounting practices and be certified by the Chairperson, Treasurer, or a public accountant.

Section 13.07: Corporate Seal. The Board of Directors may adopt, use, and at will alter, a corporate seal. Such seal, if adopted, shall be affixed to all corporate instruments, but failure to affix it shall not affect the validity of any such instrument.

Section 13.08: TCWIB Logo. The TCWIB logo shall be included on all correspondence and official documents generated by the TCWIB Administration under the Workforce Investment Act (WIA). Other parties may use the TCWIB logo with the *written* approval of the TCWIB Executive Director.

Article XIV: Prohibition Against Sharing Corporate Profits and Assets

Section 14.01: Prohibition. No Director, officer, employee, or other person connected with this Corporation, or any other private individual, shall receive at any time any of the net earnings or profit from the operations of the Corporation. This provision shall not prevent payment to any such person of reasonable compensation for services rendered to, or for, the Corporation in carrying out any of its purposes. No such person or persons shall be entitled to share in the distribution of or receive any of the Corporation assets on dissolution of the Corporation. All agents of the Corporation shall be deemed to have expressly consented and agreed

that on such dissolution, the assets of the Corporation, after all debts have been satisfied, then remaining shall be distributed as required by the Articles of Incorporation not otherwise.

Article XV: Distribution of Income and Prohibition on Transfers

Section 15.01: Limitations. Notwithstanding any other provision in these By-Laws, the Corporation shall be subject to the following limitations and restrictions:

- a) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.
- b) The Corporation shall not engage in any act of self dealing as defined in Section 4941(d) of the Internal Revenue code of 1954, or corresponding provisions of any subsequent federal tax laws.
- c) The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.
- d) The Corporation shall not make any investment in such a manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

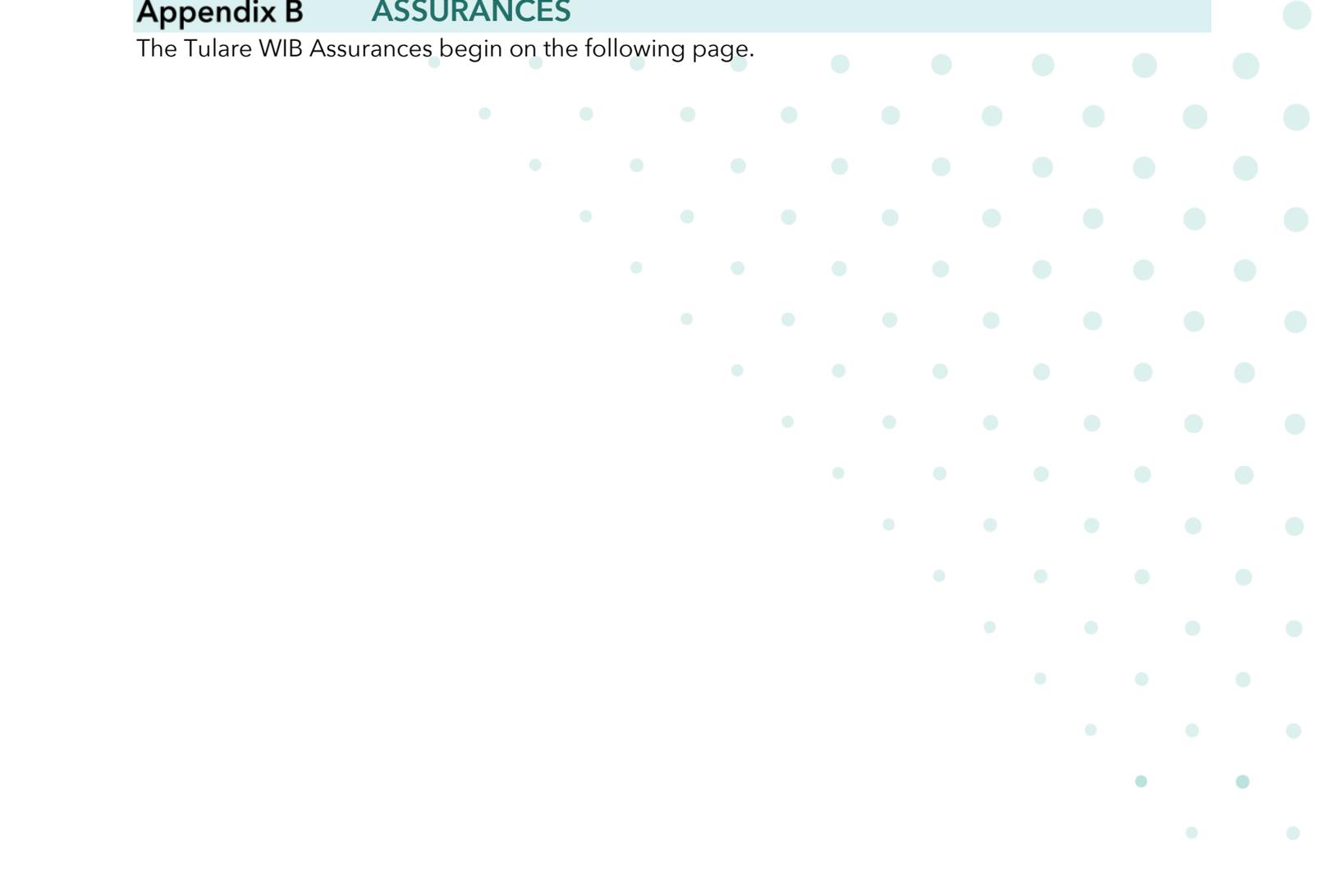
Article XVI: Amendment of the By-Laws

Section 16.01: Amendment Procedures These By-Laws may be amended or repealed and new By-Laws adopted, by the vote of two-thirds of the members of the Board of Directors. Notice required for a meeting to change or repeal the By-Laws shall be seven (7) days prior to the date of the meeting. All members of the Board of Directors shall receive written notice, personally or by mail that one of the purposes of such meeting of the Board of Directors is to consider a change in the By-Laws, with the text of the proposed amendment(s).



Appendix B **ASSURANCES**

The Tulare WIB Assurances begin on the following page.



Local Board Assurances

Through PY 2017-20, the Local Workforce Development Board (Local Board) assures the following:

- A. The Local Board assures that it will comply with the uniform administrative requirements referred to in the Workforce Innovation and Opportunity Act (WIOA) Section 184(a)(3).
- B. The Local Board assures that no funds received under the Workforce Development Act will be used to assist, promote, or deter union organizing (WIOA Section 181[b][7]).
- C. The Local Board assures that the board will comply with the nondiscrimination provisions of WIOA Section 188.
- D. The Local Board assures that the board will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIOA Section 188.
- E. The Local Board assures that funds will be spent in accordance with the WIOA, written Department of Labor guidance, and other applicable federal and state laws and regulations.
- F. The Local Board assures it will comply with future State Board policies and guidelines, legislative mandates and/or other special provisions as may be required under Federal law or policy, including the WIOA or state legislation.
- G. 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. (WIOA Section 134[c][3][E], and CUIA Section 14230[a][6])
- H. The Local Board certifies that its America's Job Center of CaliforniaSM (AJCC) location(s) will recognize and comply with applicable labor agreements affecting represented employees located in the AJCC(s). This shall include the right to access by state labor organization representatives pursuant to the Ralph Dills Act (Chapter 10.3 [commencing with Section 3512] of Division 4, of Title 1 of the Government Code, and CUIA Section 14233).

- I. The Local Board assures that state employees who are located at the AJCC(s) 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 the AJCC(s) 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.
- J. The Local Board assures that when work-related issues arise at the AJCC(s) 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 AJCC 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.
- K. The Local Board assures that it will select the One-Stop Operator with the agreement of the CEO, through a competitive process, or with approval from the local elected official and the Governor's Office. (WIOA Section 121[d][2][A]). The AJCC Operator is responsible for administering AJCC services in accordance with roles that have been defined by the Local Board.

SIGNATURE PAGE

Instructions

The Local Board chairperson and local CEO must sign and date this form. Include the original signatures with the request.

By signing below, the local CEO and Local Board chair agree to abide by the Local Area assurances included in this document.

Local Workforce Development Board Chair



Signature

William DeLain

Name

WIB Chairman

Title



Date

Chief Elected Official

Signature

Pete Vander Poel

Name

Tulare County Board of Supervisors, Chair

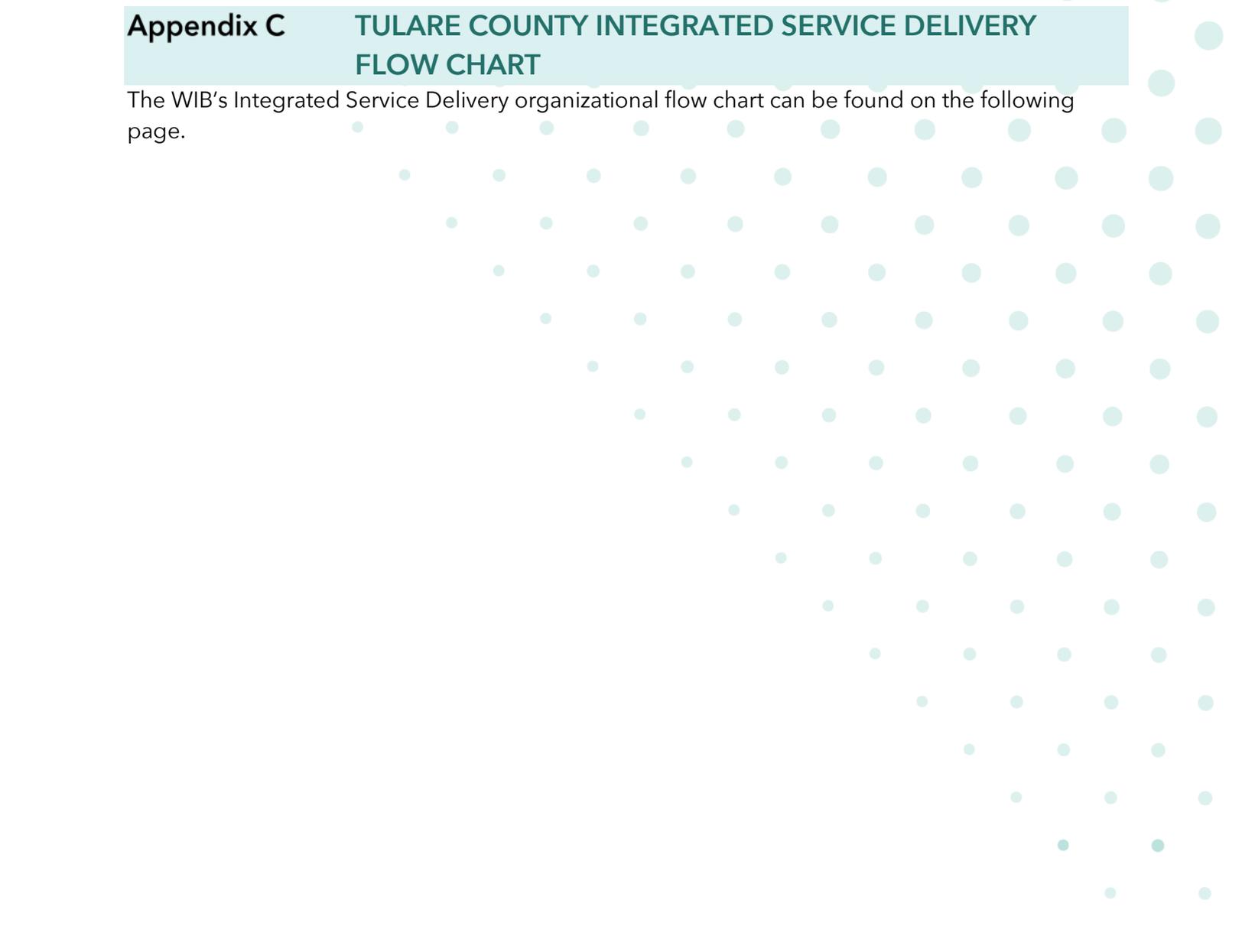
Title

Date



Appendix C **TULARE COUNTY INTEGRATED SERVICE DELIVERY
FLOW CHART**

The WIB's Integrated Service Delivery organizational flow chart can be found on the following page.





One-Stop Flow Chart

Welcome Team
Welcome Customer,
Direct to Proper Area
Record Customers Visit in VOS

Resource Center
EDD Specialist of the Day
UI Navigator
On-line Job Search
Self-directed, Referrals to Jobs
Resume Assistance

**WIOA
Registration**
Determine Eligibility

**Partners Appointments
& Resources**
EDD
Veterans Services
Ticket to Success
RESET, HEAP,
TANF/SNAP, WtW, ESE
Dept. of Rehabilitation,
Adult, DW, Youth Services

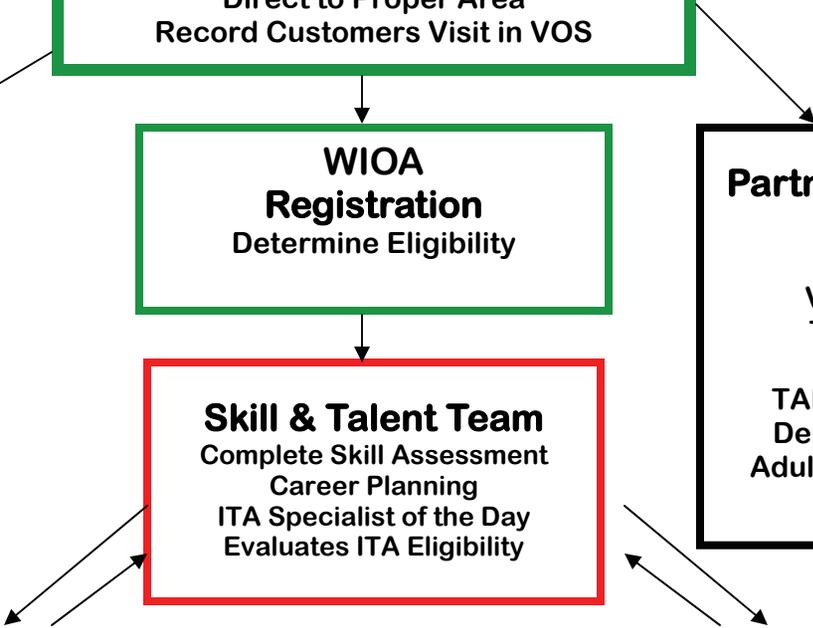
Skill & Talent Team
Complete Skill Assessment
Career Planning
ITA Specialist of the Day
Evaluates ITA Eligibility

Employment Solutions Team
Connects Employee— Employers
Post Job Openings, Job Interviews
Direct Placements , Transitional Jobs and OJTs

Individual Training Account Scholarship
Vocational Training & Certificates
Job Placement by Employment Solutions Team

Four Functional Teams
Welcome Team - Green
Skill and Talent Development Team - Red
Employment Solutions Team - Blue
Customer Experience

Customer Experience
Solicits customer feedback and provides guidance to management for streamlining of services, goal setting, and needed cross training for all One-Stop staff. This team consists of members from the Welcome, Skills and Talent, and Employment Solutions teams.





Appendix D MATRIX OF PARTNER SERVICES AND EXECUTED MOU AGREEMENTS

The Local Workforce Development Board is required to submit a copy of executed MOU agreements as an attachment to the local plan. The matrix of partner services demonstrates the comprehensive blend of services made available through the AJCC. The matrix of partner services and executed MOU agreements begin on the following page.



One-Stop Partners and Services Matrix

EMPLOYMENT CONNECTION - All MOU Negotiations to Date

Tulare County

Services are provided by partnering agencies either on site or through technology.

		Title I Adult	Title I Dislocated Worker	Title I Youth	Adult Education/Literacy	Career/ Technical Education	Wagner-Peyser	Veterans	Trade Adjustment Assistance Act	Unemployment Insurance	Vocational Rehabilitation	Title V Older Americans Act	Job Corps	Native American (WIOA Section 166)	Migrant/ Seasonal (WIOA Section 167)	YouthBuild	Community Action Partnership (CAP)	HUD Employment & Training Programs	TANF/ CalWORKS	Second Chance Program	Other	
Basic Career Services																			NA in TC		NA in TC	
1	Referral to WIOA Services (not Training)	WIB	WIB	WIB	SAEC	PC	EDD	EDD				CSET	JC	TR		CSET	CSET		HHSA		TCOE	
2	Workshops	WIB	WIB	WIB	SAEC		EDD	EDD				CSET				CSET	CSET				TCOE	
3	Provision of Labor Market Research	WIB	WIB	WIB			EDD	EDD				CSET	JC			CSET	CSET				TCOE	
4	Resume Preparation Assistance	WIB	WIB	WIB								CSET	JC			CSET	CSET				TCOE	
5	Supportive Services	WIB	WIB	WIB								CSET	JC			CSET	CSET		HHSA		TCOE	
6	Re-employment and Eligibility Assessment Services - UI Requirement (RES/REA)						EDD	EDD														
7	Career Guidance	WIB	WIB	WIB								CSET	JC			CSET	CSET				TCOE	
8	Initial Assistance Workshop (IAW)						EDD	EDD		EDD												
9	Personalized Job Search Assistance (PJSA)						EDD	EDD				CSET				CSET						
10	Determinations of whether the individual is eligible to receive assistance under Title IB of WIOA	WIB	WIB	WIB								CSET			PI	CSET						
11	Outreach, intake (including State's Worker Profiling & Reemployment Services) and orientation of services in the One-Stop	WIB	WIB	WIB		PC	EDD	EDD				CSET	JC		PI	CSET	CSET					
12	Initial Assessment of skill levels, literacy numeracy, English language proficiency, aptitudes, abilities and support needs	WIB	WIB	WIB								CSET	JC		PI	CSET						
13	Labor exchange services						EDD	EDD														
14	Referrals to and coordination of activities with other programs and services	WIB	WIB	WIB	SAEC PAS	PC COS	EDD	EDD				CSET	JC	TR	PI	CSET	CSET				TCOE	

One-Stop Partners and Services Matrix

		Title I Adult	Title I Dislocated Worker	Title I Youth	Adult Education/Literacy	Career/Technical Education	Wagner-Peyser	Veterans	Trade Adjustment Assistance Act	Unemployment Insurance	Vocational Rehabilitation	Title V Older Americans Act	Job Corps	Native American (WIOA Section 166)	Migrant/Seasonal (WIOA Section 167)	YouthBuild	Community Action Partnership HUD Employment & Training	TANF/ CalWORKs	Second Chance Program	Other
Other																				
1	General Services (i.e., GED/HSD)				SAEC PI PAS						Rehb		JC			CSET	CSET			
2	Guided Tours of the One-Stop	WIB	WIB	WIB	SAEC							CSET				CSET				TCOE
3	Transitory Services (Transition to Job or Higher Education)				SAEC															TCOE
4	Child Care Referrals	WIB	WIB	WIB	SAEC						Rehb								HHSA	
5	Provide informational brochures, posters, handouts	WIB	WIB	WIB	SAEC PAS	PC COS	EDD	EDD	EDD	EDD		CSET	JC	TR		CSET	CSET		HHSA	TCOE
6	Provide Videos, electronic presentations & on-line links (multi-media formats) re: services				SAEC	PC							JC	TR			CSET		HHSA	
7	Resources & Staff on an as-available basis to the system	WIB	WIB	WIB	SAEC PAS		EDD						CSET	JC	TR		CSET	CSET		HHSA
8	Certification for Limited Examination & Appointment Program (LEAP) Schedule A&B (Public Employment)										Rehb									TCOE
9	Energy Assistance Information and Referral																CSET			TCOE
10	Tax Preparation Assistance for Seniors																CSET			
11	Learning Disability Assessment (Pre-enrollment & Post enrollment at P'ville College)										Rehb									
12	Tutoring, GED Study Class, Life-goal study assistance, Referral to testing.				SAEC PI							CSET	JC			CSET				
13	Information and assistance in applying for TulareWORKs Services																CSET		HHSA	

Memorandum of Understanding Employment Connection System of Tulare County

PARTIES: The parties to this Memorandum of Understanding (MOU) are:

Parties:	Workforce Investment Board of Tulare County	College of the Sequoias
Address:	309 W. Main St., Suite 120 Visalia, CA 93291	915 S. Mooney Blvd. Visalia, CA 93277
Contact person, title and telephone number:	Adam Peck, Executive Director (559) 713-5200	Stan Carrizosa, Superintendent/President (559) 730-3700
Facsimile number and e-mail address:	(559) 713-5262 apeck@tularewib.org	stanc@cos.edu

PURPOSE

In order to implement and realize the local plan with the spirit of cooperation and collaboration, this MOU is established between the Workforce Investment Board of Tulare County, hereafter referred to as the "WIB" and the Tulare County One-Stop delivery system signatory partners, hereafter referred to as the "Employment Connection Partners." This MOU will describe how, through an integrated service delivery system, various funding streams and resources will be used to better serve the mutual customers of businesses and job seekers. The "Tulare County Employment Connection system," hereafter referred to as "One-Stop" system the will require mutual trust and teamwork between the WIB and all Employment Connection Partners to achieve shared goals.

MISSION/VISION

The Tulare County Employment Connection system mission is to promote employment and business development in Tulare County by providing both businesses and job seekers easily accessible comprehensive services.

The Tulare County Employment Connection system vision is to respectfully offer the community universal access, seamless professional services and workforce information that encourage job creation and skill development. Collaborative service will be provided to maximize effectiveness, while minimizing service duplication.

ONE-STOP SYSTEM OVERVIEW

The Tulare County Employment Connection system endeavors to bring order to the diverse collection of Federal, State and local workforce programs.

Employment Connection Centers are open to all partners required by law; to other key partners designated by the State; and to any organization involved or interested in workforce development that by written agreement with the WIB desires their services made available at an Employment Connection center. At a minimum, the range of programs, funding streams and services of the Employment Connection will meet those services required under WIOA. The system shall have the following components:

1. Integrated Services: A seamless system presented to the customer.

2. Customer Focused: All aspects of service delivery designed with consideration of customer needs and interest.
3. Customer Choice: A system that provides a wide array of useful information to assist the customer in making an informed choice.
4. Customer Access: A system design for universal access with “no wrong door” entrance and single exiting point into integrated services.
5. Community Support: The system will promote and nurture broad-based community support.
6. Performance Driven: The system will establish clearly identified outcomes and methods for measuring achievement.

To negotiate an increasingly complex and demanding labor market, Employment Connection services includes readily accessible, comprehensive information about area employment and educational opportunities as well as customized service delivery. The Employment Connection sites are strategic in upgrading the basic and occupational skills of both incumbent workers and those newly entering the workforce. At the Employment Connections, customers can obtain information about job availability and career educational opportunities. By becoming effective and efficient consumers of career programs and services, customers can make a positive step toward the attainment of better skills, jobs, higher wages, and an improved quality of life.

Offering a highly skilled, motivated workforce is a major consideration for locating and expanding businesses. A strong One-Stop system is a major step in promoting economic development in Tulare County. Doing so, Tulare County is poised to retain and attract high-quality jobs to the area.

The Employment Connection System provides integrated services through its comprehensive Employment Connection One-Stop Centers in Visalia and in Porterville. The Visalia center is centrally located within the county and the Porterville center is in the south-east part of the county. In addition to these locations, basic and individualized career services are provided through affiliate sites in Dinuba and Tulare.

The Employment Connection centers are open to all partners required by the law and to other key partners designated by the State as well as to any organization involved or interested in workforce development that wants to make their services available and accessible at a facility in accordance with a written agreement with the WIB.

The Employment Connection System promotes the integrated service delivery in a safe nurturing and dynamic environment, promoting life-long learning using a demand-driven skill based approach to customer service. An organizational chart for the Employment Connection One-Stop Centers can be found in Attachment C.

The Employment Connection integrated service delivery system has three major components:

1. An integrated customer pool that ensures that all customers are registered;
2. An integrated customer flow that establishes a sequence of demand-driven, skill based, universal services for all One-Stop Center customers; and
3. An integrated staffing approach that provides services to the integrated customer pool as they are served through the adopted, integrated customer flow (see Appendix C for flowchart).

The Employment Connection staff is divided into service delivery teams in order to offer efficient integrated services and high quality customer care: 1) Welcome Team, 2) Skills and Talent Team, 3) Employment Solutions Team, 4) Customer Experience Team

Organizations Submitting To This MOU Agree:

▪ One-Stop Services

To provide the One-Stop services to the target populations outlined in Attachment A - Matrix of Partner Services.

▪ Role of the Workforce Investment Board of Tulare County

The WIB, appointed by and in written agreement with the Tulare County Board of Supervisors, is the One-Stop Policy Body responsible for system planning, fiscal responsibility and oversight of the ***Tulare County Employment Connection*** system. The WIB established the Tulare County Employment Connection Council (ECC) as its advisory body for the One-Stop system. The ECC is a committee of the WIB, composed of One-Stop Partners and chaired by a member of the WIB.

▪ Cost Sharing

Employment Connection Partners agree to pay a proportional share of cost toward the operation and services of the system in accordance with a cost sharing agreement if applicable.

All relevant parties to this MOU agree to share in the operating costs of the One-Stop system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all Employment Connection partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

Employment Connection partners 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 a separate Cost Sharing Agreement that will be attached to this MOU if applicable.

Each partner agrees to negotiate and implement a cost sharing plan by December 31, 2017 if applicable.

▪ Methods for Referring Customers

The Employment Connection Partner is committed to mutually implement processes for the referral of customers to services not provided on-site. The partners mutually agree that the process for referral will include the following:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding Employment Connection programs, services, activities and resources shall be made available to all customers as appropriate.
- Each Employment Connection Partner will provide a direct link or access to other Employment Connection Partner staff that can provide meaningful information or service, through the use of co-location, cross-training of Employment Connection staff, or real-time technology (two way communication and interaction with Employment Connection Partners that results in services needed by the customer).

▪ Access for Individuals with Barriers to Employment

The term Barriers to Employment is defined as characteristics that may hinder an individual's hiring, promotion or participation in the labor force. Some examples of individuals who may face barriers to employment include: single parents, women, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, certain veterans, ethnic minorities, and those with limited English speaking ability or a criminal record or with a lack of education, work experience, credential, child care arrangements, transportation or alternative working parents.

The Employment Connection Partners are committed to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

Each Employment Connection Partner will ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

▪ Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection.

To support the use of these tools, each Employment Connection Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the Employment Connection customers or partners (e.g., applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

▪ Confidentiality

The Employment Connection Partner agrees to comply with the provisions of WIOA regulations that state privacy and confidentiality must be maintained consistent with applicable federal, state, and local privacy and confidentiality laws including section 10850 of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, Health and Insurance Portability and Accountability Act of 1996 (HIPPA) Family Educational Rights and Privacy Act (FERPA) requirements and all other State and Federal laws, statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to Employment Connection applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The Employment Connection Partner agrees to abide by the current confidentiality provisions of the respective statutes to which Employment Connection operators and other Employment Connection Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The Employment Connection Partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

▪ American's with Disabilities Act and Amendments Compliance

The Employment Connection Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the Employment Connection are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

▪ Scheduled Meetings

Employment Connection Council – Partner agrees to participate in regular meetings of the Employment Connection Council and its subcommittees.

Employment Connection Site Committees - Partner agrees to participate in regular meetings of a site committee consisting of the partners physically located at a site to coordinate service and resolve problems that may arise during the course of business at the site.

- Cross-Training

All parties agree to provide and participate in cross-training sessions for the Employment Connection Partners to insure that partner program staff physically present at the one-stop are appropriately trained to provide information to customers about the programs, services, and activities available through partner programs.

- Review and Update

All parties agree to review and update this MOU, at minimum, every three years in order to ensure it contains updated information regarding funding, delivery of services, and changes in the signatory official of each party. In addition, all parties agree to review, and if necessary, renegotiate after Local Workforce Development Plans and Regional Workforce Development Plans have been developed.

All parties agree that the Tulare County One-Stop system under WIOA is in the planning and development stage and that all parties agree to participate in the planning and development process through their participation on the Employment Connection Council and partner workgroups. The parties further agree to update this MOU to reflect any updated information regarding the delivery of services developed by the partners.

1. DURATION

The term of this agreement shall be **July 1, 2016 to June 30, 2017**, and shall be binding upon each party hereto upon execution by such party, and shall be automatically renewed thereafter on a year-to-year basis, unless any party gives notice of non-renewal at least thirty (30) days prior to an anniversary date or withdraws from this MOU as permitted in the following paragraph.

2. WITHDRAWAL FROM MOU

The parties understand that implementation of the Employment Connection system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention. This MOU shall remain in effect until terminated in accordance with this paragraph or Paragraph 5. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date and upon completion of any financial and operational commitments.

3. EVALUATION AND REVIEW

In order to provide a vehicle for on-going evaluation, review and discussion of operational issues, the WIB and the Employment Connection Partners agree to meet on a regular basis to discuss issues related to the implementation of this MOU.

4. GREIVANCE AND COMPLAINT RESOLUTION

The Parties hereto shall first attempt to resolve all grievance and complaints informally at the lowest level starting with the site supervisors and staff. If dispute resolution is not accomplished, any party may request a meeting with the One-Stop Operator as the facilitator, to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred by written appeal to

the One-Stop Operator. Those issues not resolved by the One-Stop Operator may be appealed to the WIB, whose decision shall be final. The process for handling grievances and complaints is applicable to customers and partners.

5. MODIFICATION AND ASSIGNMENT

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

This is a federal program under the Workforce Innovation and Opportunity Act. Should the United States Department of Labor or the State of California prescribe rules or regulations, which are unknown at this time, that vary from the terms of this agreement the parties shall each have the right to withdraw from this agreement unless the changes are acceptable to both parties as documented by amendments to this MOU signed by both parties. Should either party be unable to agree with said requirements, they may withdraw in accordance with Paragraph 2 of this document, "WITHDRAWAL FROM MOU".

6. NO JOINT VENTURE

The parties expressly agree that it is not intended in any way that this MOU be interpreted as a legal partnership or legal joint venture between the parties. Neither party hereto will make representations to outside parties that a legal partnership exists or that either party is responsible for the debts or defaults of the other.

7. INDEMNIFICATION PROVISION

Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents and employees from any and all claims, actions and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement, in accordance with Government code Section 895.4. This provision shall survive the term of this agreement.

8. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that each Employment Connection Partner agency is subject to its own policies, procedures, regulations, statutes, and any applicable collective bargaining agreements.

The WIB's Employment Connection Council will work with all Employment Connection Partners in developing policies and procedures for the Tulare County Employment Connection system, in order to avoid inconsistencies with those of each Employment Connection Partner.

9. ASSURANCES OF NON-DISCRIMINATION

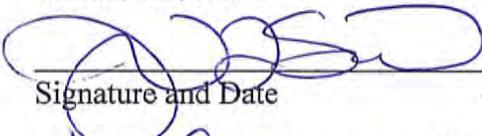
The partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or Employment Connection applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The Employment Connection Partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

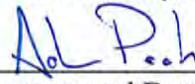
10. AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. Notwithstanding the use of the terms partners and partnerships in this MOU, I understand that these terms are used only in a colloquial sense. Therefore, both parties to this MOU are independent contractors with respect to one another and agree that there is no legally enforceable partnership, agency or joint venture among or between the parties.

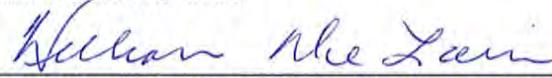
FOR THE **College of the Sequoias**
915 S. Mooney Blvd.
Visalia, Ca., 93277

Agreed:  6/16/16
Signature and Date
Jennifer Vega La Serna, Vice President
Print Name and Title

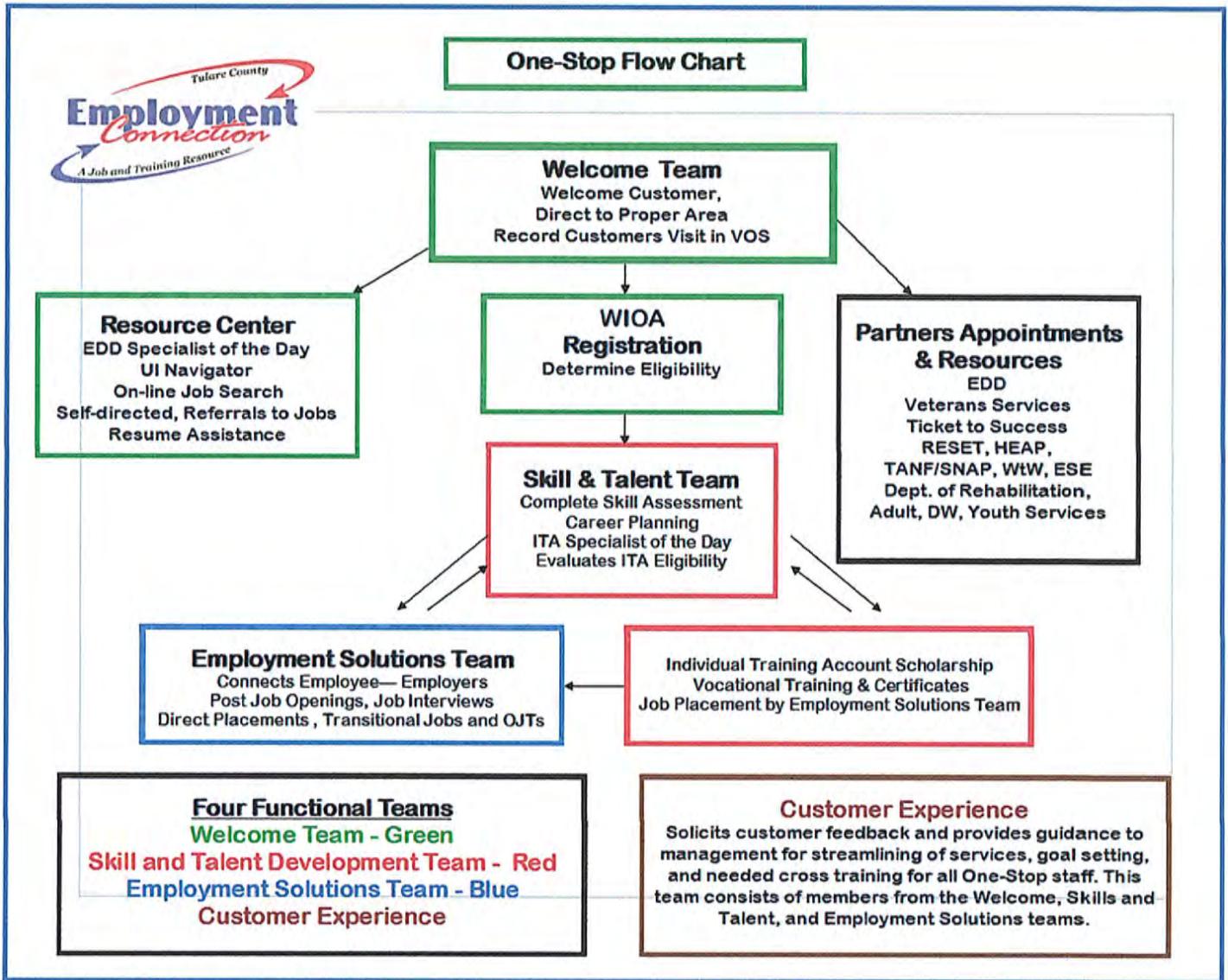
FOR THE **Workforce Investment Board of Tulare County**
309 W. Main St., Ste 120, Visalia, CA 93291

Recommended:  6/21/16
Signature and Date (WIB Executive Director)

Adam Peck, Executive Director
Print Name and Title

Agreed:  06/21/16
Signature and Date (Chair, WIB Board of Directors)

William DeLain, Chair, WIB Board of Directors
Print Name and Title



Memorandum of Understanding Employment Connection System of Tulare County

PARTIES: The parties to this Memorandum of Understanding (MOU) are:

Parties:	Workforce Investment Board of Tulare County	Community Services & Employment Training, Inc.
Address:	309 W. Main St., Suite 120 Visalia, CA 93291	312 NW 3 rd Ave., Visalia CA 93291
Contact person, title and telephone number:	Adam Peck, Executive Director (559) 713-5200	Mary Alice Escarsega- Fechner, Executive Director (559) 732-4194
Facsimile number and e-mail address:	(559) 713-5262 apeck@tularewib.org	(559) 713-3971 mary.escarsega-fechner@cset.org

PURPOSE

In order to implement and realize the local plan with the spirit of cooperation and collaboration, this MOU is established between the Workforce Investment Board of Tulare County, hereafter referred to as the “WIB” and the Tulare County One-Stop delivery system signatory partners, hereafter referred to as the “Employment Connection Partners.” This MOU will describe how, through an integrated service delivery system, various funding streams and resources will be used to better serve the mutual customers of businesses and job seekers. The “Tulare County Employment Connection system,” hereafter referred to as “One-Stop” system the will require mutual trust and teamwork between the WIB and all Employment Connection Partners to achieve shared goals.

MISSION/VISION

The Tulare County Employment Connection system mission is to promote employment and business development in Tulare County by providing both businesses and job seekers easily accessible comprehensive services.

The Tulare County Employment Connection system vision is to respectfully offer the community universal access, seamless professional services and workforce information that encourage job creation and skill development. Collaborative service will be provided to maximize effectiveness, while minimizing service duplication.

ONE-STOP SYSTEM OVERVIEW

The Tulare County Employment Connection system endeavors to bring order to the diverse collection of Federal, State and local workforce programs.

Employment Connection Centers are open to all partners required by law; to other key partners designated by the State; and to any organization involved or interested in workforce development that by written agreement with the WIB desires their services made available at an Employment Connection center. At a minimum, the range of programs, funding streams and services of the Employment Connection will meet those services required under WIOA. The system shall have the following components:

1. Integrated Services: A seamless system presented to the customer.

2. Customer Focused: All aspects of service delivery designed with consideration of customer needs and interest.
3. Customer Choice: A system that provides a wide array of useful information to assist the customer in making an informed choice.
4. Customer Access: A system design for universal access with “no wrong door” entrance and single exiting point into integrated services.
5. Community Support: The system will promote and nurture broad-based community support.
6. Performance Driven: The system will establish clearly identified outcomes and methods for measuring achievement.

To negotiate an increasingly complex and demanding labor market, Employment Connection services includes readily accessible, comprehensive information about area employment and educational opportunities as well as customized service delivery. The Employment Connection sites are strategic in upgrading the basic and occupational skills of both incumbent workers and those newly entering the workforce. At the Employment Connections, customers can obtain information about job availability and career educational opportunities. By becoming effective and efficient consumers of career programs and services, customers can make a positive step toward the attainment of better skills, jobs, higher wages, and an improved quality of life.

Offering a highly skilled, motivated workforce is a major consideration for locating and expanding businesses. A strong One-Stop system is a major step in promoting economic development in Tulare County. Doing so, Tulare County is poised to retain and attract high-quality jobs to the area.

The Employment Connection System provides integrated services through its comprehensive Employment Connection One-Stop Centers in Visalia and in Porterville. The Visalia center is centrally located within the county and the Porterville center is in the south-east part of the county. In addition to these locations, basic and individualized career services are provided through affiliate sites in Dinuba and Tulare.

The Employment Connection centers are open to all partners required by the law and to other key partners designated by the State as well as to any organization involved or interested in workforce development that wants to make their services available and accessible at a facility in accordance with a written agreement with the WIB.

The Employment Connection System promotes the integrated service delivery in a safe nurturing and dynamic environment, promoting life-long learning using a demand-driven skill based approach to customer service. An organizational chart for the Employment Connection One-Stop Centers can be found in Attachment C.

The Employment Connection integrated service delivery system has three major components:

1. An integrated customer pool that ensures that all customers are registered;
2. An integrated customer flow that establishes a sequence of demand-driven, skill based, universal services for all One-Stop Center customers; and
3. An integrated staffing approach that provides services to the integrated customer pool as they are served through the adopted, integrated customer flow (see Appendix C for flowchart).

The Employment Connection staff is divided into service delivery teams in order to offer efficient integrated services and high quality customer care: 1) Welcome Team, 2) Skills and Talent Team, 3) Employment Solutions Team, 4) Customer Experience Team

Organizations Submitting To This MOU Agree:

▪ One-Stop Services

To provide the One-Stop services to the target populations outlined in Attachment A - Matrix of Partner Services and Attachment A-1.

▪ Role of the Workforce Investment Board of Tulare County

The WIB, appointed by and in written agreement with the Tulare County Board of Supervisors, is the One-Stop Policy Body responsible for system planning, fiscal responsibility and oversight of the *Tulare County Employment Connection* system. The WIB established the Tulare County Employment Connection Council (ECC) as its advisory body for the One-Stop system. The ECC is a committee of the WIB, composed of One-Stop Partners and chaired by a member of the WIB.

▪ Cost Sharing

Employment Connection Partners agree to pay a proportional share of cost toward the operation and services of the system in accordance with a cost sharing agreement if applicable.

All relevant parties to this MOU agree to share in the operating costs of the One-Stop system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all Employment Connection partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

Employment Connection partners 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 a separate Cost Sharing Agreement that will be attached to this MOU if applicable.

Each partner agrees to negotiate and implement a cost sharing plan by December 31, 2017 if applicable.

▪ Methods for Referring Customers

The Employment Connection Partner is committed to mutually implement processes for the referral of customers to services not provided on-site. The partners mutually agree that the process for referral will include the following:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding Employment Connection programs, services, activities and resources shall be made available to all customers as appropriate.
- Each Employment Connection Partner will provide a direct link or access to other Employment Connection Partner staff that can provide meaningful information or service, through the use of co-location, cross-training of Employment Connection staff, or real-time technology (two way communication and interaction with Employment Connection Partners that results in services needed by the customer.

▪ Access for Individuals with Barriers to Employment

The term Barriers to Employment is defined as characteristics that may hinder an individual's hiring, promotion or participation in the labor force. Some examples of individuals who may face barriers to employment include: single parents, women, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, certain veterans, ethnic minorities, and those with limited English speaking ability or a criminal record or with a lack of education, work experience, credential, child care arrangements, transportation or alternative working parents.

The Employment Connection Partners are committed to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

Each Employment Connection Partner will ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

▪ Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection.

To support the use of these tools, each Employment Connection Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the Employment Connection customers or partners (e.g., applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

▪ Confidentiality

The Employment Connection Partner agrees to comply with the provisions of WIOA regulations that state privacy and confidentiality must be maintained consistent with applicable federal, state, and local privacy and confidentiality laws including section 10850 of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, Health and Insurance Portability and Accountability Act of 1996 (HIPPA) Family Educational Rights and Privacy Act (FERPA) requirements and all other State and Federal laws, statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to Employment Connection applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The Employment Connection Partner agrees to abide by the current confidentiality provisions of the respective statutes to which Employment Connection operators and other Employment Connection Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The Employment Connection Partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

▪ American's with Disabilities Act and Amendments Compliance

The Employment Connection Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the Employment Connection are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

▪ Scheduled Meetings

Employment Connection Council – Partner agrees to participate in regular meetings of the Employment Connection Council and its subcommittees.

Employment Connection Site Committees - Partner agrees to participate in regular meetings of a site committee consisting of the partners physically located at a site to coordinate service and resolve problems that may arise during the course of business at the site.

- Cross-Training

All parties agree to provide and participate in cross-training sessions for the Employment Connection Partners to insure that partner program staff physically present at the one-stop are appropriately trained to provide information to customers about the programs, services, and activities available through partner programs.

- Review and Update

All parties agree to review and update this MOU, at minimum, every three years in order to ensure it contains updated information regarding funding, delivery of services, and changes in the signatory official of each party. In addition, all parties agree to review, and if necessary, renegotiate after Local Workforce Development Plans and Regional Workforce Development Plans have been developed.

All parties agree that the Tulare County One-Stop system under WIOA is in the planning and development stage and that all parties agree to participate in the planning and development process through their participation on the Employment Connection Council and partner workgroups. The parties further agree to update this MOU to reflect any updated information regarding the delivery of services developed by the partners.

1. DURATION

The term of this agreement shall be **July 1, 2016 to June 30, 2017**, and shall be binding upon each party hereto upon execution by such party, and shall be automatically renewed thereafter on a year-to-year basis, unless any party gives notice of non-renewal at least thirty (30) days prior to an anniversary date or withdraws from this MOU as permitted in the following paragraph.

2. WITHDRAWAL FROM MOU

The parties understand that implementation of the Employment Connection system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention. This MOU shall remain in effect until terminated in accordance with this paragraph or Paragraph 5. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date and upon completion of any financial and operational commitments.

3. EVALUATION AND REVIEW

In order to provide a vehicle for on-going evaluation, review and discussion of operational issues, the WIB and the Employment Connection Partners agree to meet on a regular basis to discuss issues related to the implementation of this MOU.

4. GREIVANCE AND COMPLAINT RESOLUTION

The Parties hereto shall first attempt to resolve all grievance and complaints informally at the lowest level starting with the site supervisors and staff. If dispute resolution is not accomplished, any party may request a meeting with the One-Stop Operator as the facilitator, to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred by written appeal to

the One-Stop Operator. Those issues not resolved by the One-Stop Operator may be appealed to the WIB, whose decision shall be final. The process for handling grievances and complaints is applicable to customers and partners.

5. MODIFICATION AND ASSIGNMENT

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

This is a federal program under the Workforce Innovation and Opportunity Act. Should the United States Department of Labor or the State of California prescribe rules or regulations, which are unknown at this time, that vary from the terms of this agreement the parties shall each have the right to withdraw from this agreement unless the changes are acceptable to both parties as documented by amendments to this MOU signed by both parties. Should either party be unable to agree with said requirements, they may withdraw in accordance with Paragraph 2 of this document, "WITHDRAWAL FROM MOU".

6. NO JOINT VENTURE

The parties expressly agree that it is not intended in any way that this MOU be interpreted as a legal partnership or legal joint venture between the parties. Neither party hereto will make representations to outside parties that a legal partnership exists or that either party is responsible for the debts or defaults of the other.

7. INDEMNIFICATION PROVISION

Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents and employees from any and all claims, actions and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement, in accordance with Government code Section 895.4. This provision shall survive the term of this agreement.

8. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that each Employment Connection Partner agency is subject to its own policies, procedures, regulations, statutes, and any applicable collective bargaining agreements.

The WIB's Employment Connection Council will work with all Employment Connection Partners in developing policies and procedures for the Tulare County Employment Connection system, in order to avoid inconsistencies with those of each Employment Connection Partner.

9. ASSURANCES OF NON-DISCRIMINATION

The partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or Employment Connection applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The Employment Connection Partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

10. AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. Notwithstanding the use of the terms partners and partnerships in this MOU, I understand that these terms are used only in a colloquial sense. Therefore, both parties to this MOU are independent contractors with respect to one another and agree that there is no legally enforceable partnership, agency or joint venture among or between the parties.

FOR THE **Community Services & Employment Training, Inc.**
312 NW 3rd Ave.
Visalia, CA 93291

Agreed: Mary Alice Escarsega-Fechner
Signature and Date

Mary Alice Escarsega-Fechner, Executive Director
Print Name and Title

FOR THE **Workforce Investment Board of Tulare County**
309 W. Main St., Ste 120, Visalia, CA 93291

Recommended: Adam Peck 6/21/16
Signature and Date (WIB Executive Director)

Adam Peck, Executive Director
Print Name and Title

Agreed: William DeLain 06/21/16
Signature and Date (Chair, WIB Board of Directors)

William DeLain, Chair, WIB Board of Directors
Print Name and Title

**Employment Connection One-Stop MOU
Title V SCSEP Partner Services**

CSET operates the Title V Senior Community Service Employment Program (SCSEP) under contract to the Kings/Tulare Area on Aging. Eligible customers are low-income individuals who are 55 years of age and older with poor employment prospects. Through the program, residents of Tulare and Kings Counties receive training in part-time community service assignments for up to 48 months, while also receiving assistance in developing the skills and experience they need to transition to unsubsidized employment when they exit the program.

Community service assignments include nonprofit and public agencies, such as schools, libraries, community based organizations, senior centers, nutrition sites, and training centers. Employment Connection One-Stop Centers also offer SCSEP customers an exceptional experience in a professional environment.

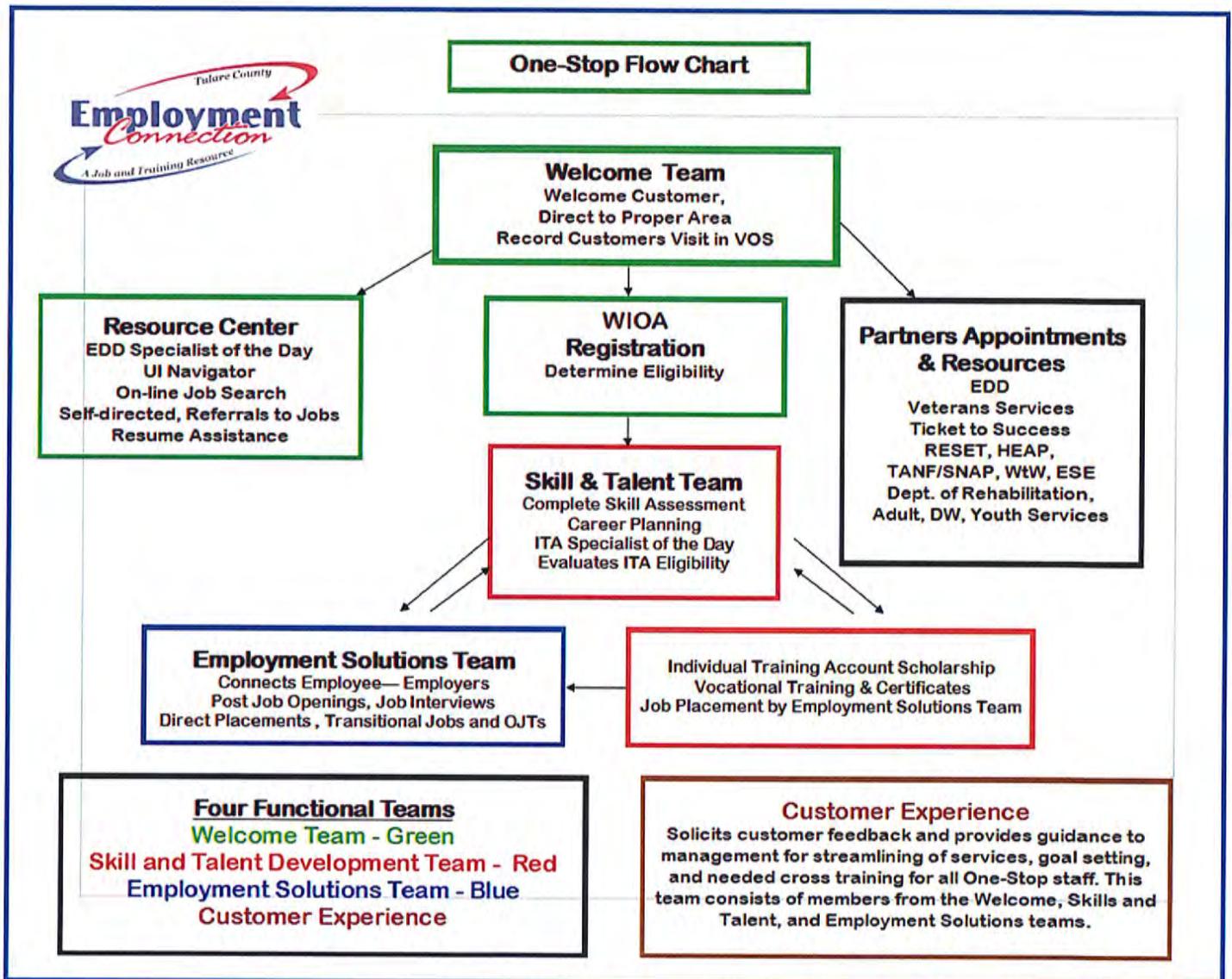
Priority is given to individuals who are 65 years of age and older and have poor employment prospects. Eligibility criteria include (1) age, 55 years or older; (2) family income at a maximum of 125% of currently published poverty guidelines; (3) residency in the State of California; and, (4) must be unemployed.

Tulare County residents are assessed for co-enrollment in WIOA services available through the Employment Connection system. Kings County residents are not assessed for co-enrollment and may be referred to Kings County JTO for additional services.

SCSEP services are co-located at the Visalia Employment Connection Center, providing an integrated service delivery approach. The following SCSEP activities are available at the EC:

- Location of the SCSEP coordinator, who primarily provides WIOA services.
- Orientation, which includes an introduction to WIOA services and other partner services.
- Access to weekly WIOA career workshops.
- Access to the EC Resource Room.
- Referrals to WIOA services and other partner services.
- Placement site for SCSEP community service assignments

Annual funding provides for a small percentage for salary of the SCSEP Coordinator and State minimum wage for SCSEP customers during time spent in orientation and pre-job training, as well as time on the job. Approximately 11-15 SCSEP customers are served annually.



Memorandum of Understanding Employment Connection System of Tulare County

PARTIES: The parties to this Memorandum of Understanding (MOU) are:

Parties:	Workforce Investment Board of Tulare County	Porterville Adult School
Address:	309 W. Main St., Suite 120 Visalia, CA 93291	900 W. Pioneer Avenue Porterville, CA 93257
Contact person, title and telephone number:	Adam Peck, Executive Director (559) 713-5200	Fernando Carrera, Director (559) 782-7030
Facsimile number and e-mail address:	(559) 713-5262 apeck@tularewib.org	(559) 781-4943 fcarrera@portervilleschools. org

PURPOSE

In order to implement and realize the local plan with the spirit of cooperation and collaboration, this MOU is established between the Workforce Investment Board of Tulare County, hereafter referred to as the "WIB" and the Tulare County One-Stop delivery system signatory partners, hereafter referred to as the "Employment Connection Partners." This MOU will describe how, through an integrated service delivery system, various funding streams and resources will be used to better serve the mutual customers of businesses and job seekers. The "Tulare County Employment Connection system," hereafter referred to as "One-Stop" system the will require mutual trust and teamwork between the WIB and all Employment Connection Partners to achieve shared goals.

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2. Customer Focused: All aspects of service delivery designed with consideration of customer needs and interest.
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The Employment Connection integrated service delivery system has three major components:

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3. An integrated staffing approach that provides services to the integrated customer pool as they are served through the adopted, integrated customer flow (see Appendix C for flowchart).

The Employment Connection staff is divided into service delivery teams in order to offer efficient integrated services and high quality customer care: 1) Welcome Team, 2) Skills and Talent Team, 3) Employment Solutions Team, 4) Customer Experience Team

Organizations Submitting To This MOU Agree:

▪ One-Stop Services

To provide the One-Stop services to the target populations outlined in Attachment A - Matrix of Partner Services.

▪ Role of the Workforce Investment Board of Tulare County

The WIB, appointed by and in written agreement with the Tulare County Board of Supervisors, is the One-Stop Policy Body responsible for system planning, fiscal responsibility and oversight of the ***Tulare County Employment Connection*** system. The WIB established the Tulare County Employment Connection Council (ECC) as its advisory body for the One-Stop system. The ECC is a committee of the WIB, composed of One-Stop Partners and chaired by a member of the WIB.

▪ Cost Sharing

Employment Connection Partners agree to pay a proportional share of cost toward the operation and services of the system in accordance with a cost sharing agreement if applicable.

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Each partner agrees to negotiate and implement a cost sharing plan by December 31, 2017 if applicable.

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The Employment Connection Partner is committed to mutually implement processes for the referral of customers to services not provided on-site. The partners mutually agree that the process for referral will include the following:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding Employment Connection programs, services, activities and resources shall be made available to all customers as appropriate.
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To support the use of these tools, each Employment Connection Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
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- Maintain all records of the Employment Connection customers or partners (e.g., applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
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- The Employment Connection Partner agrees to abide by the current confidentiality provisions of the respective statutes to which Employment Connection operators and other Employment Connection Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The Employment Connection Partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

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The Employment Connection Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the Employment Connection are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

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Employment Connection Council – Partner agrees to participate in regular meetings of the Employment Connection Council and its subcommittees.

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▪ Cross-Training

All parties agree to provide and participate in cross-training sessions for the Employment Connection Partners to insure that partner program staff physically present at the one-stop are appropriately trained to provide information to customers about the programs, services, and activities available through partner programs.

▪ Review and Update

All parties agree to review and update this MOU, at minimum, every three years in order to ensure it contains updated information regarding funding, delivery of services, and changes in the signatory official of each party. In addition, all parties agree to review, and if necessary, renegotiate after Local Workforce Development Plans and Regional Workforce Development Plans have been developed.

All parties agree that the Tulare County One-Stop system under WIOA is in the planning and development stage and that all parties agree to participate in the planning and development process through their participation on the Employment Connection Council and partner workgroups. The parties further agree to update this MOU to reflect any updated information regarding the delivery of services developed by the partners.

1. DURATION

The term of this agreement shall be **July 1, 2016 to June 30, 2017**, and shall be binding upon each party hereto upon execution by such party, and shall be automatically renewed thereafter on a year-to-year basis, unless any party gives notice of non-renewal at least thirty (30) days prior to an anniversary date or withdraws from this MOU as permitted in the following paragraph.

2. WITHDRAWAL FROM MOU

The parties understand that implementation of the Employment Connection system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention. This MOU shall remain in effect until terminated in accordance with this paragraph or Paragraph 5. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date and upon completion of any financial and operational commitments.

3. EVALUATION AND REVIEW

In order to provide a vehicle for on-going evaluation, review and discussion of operational issues, the WIB and the Employment Connection Partners agree to meet on a regular basis to discuss issues related to the implementation of this MOU.

4. GREIVANCE AND COMPLAINT RESOLUTION

The Parties hereto shall first attempt to resolve all grievance and complaints informally at the lowest level starting with the site supervisors and staff. If dispute resolution is not accomplished, any party may request a meeting with the One-Stop Operator as the facilitator, to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred by written appeal to

the One-Stop Operator. Those issues not resolved by the One-Stop Operator may be appealed to the WIB, whose decision shall be final. The process for handling grievances and complaints is applicable to customers and partners.

5. MODIFICATION AND ASSIGNMENT

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

This is a federal program under the Workforce Innovation and Opportunity Act. Should the United States Department of Labor or the State of California prescribe rules or regulations, which are unknown at this time, that vary from the terms of this agreement the parties shall each have the right to withdraw from this agreement unless the changes are acceptable to both parties as documented by amendments to this MOU signed by both parties. Should either party be unable to agree with said requirements, they may withdraw in accordance with Paragraph 2 of this document, "WITHDRAWAL FROM MOU".

6. NO JOINT VENTURE

The parties expressly agree that it is not intended in any way that this MOU be interpreted as a legal partnership or legal joint venture between the parties. Neither party hereto will make representations to outside parties that a legal partnership exists or that either party is responsible for the debts or defaults of the other.

7. INDEMNIFICATION PROVISION

Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents and employees from any and all claims, actions and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement, in accordance with Government code Section 895.4. This provision shall survive the term of this agreement.

8. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that each Employment Connection Partner agency is subject to its own policies, procedures, regulations, statutes, and any applicable collective bargaining agreements.

The WIB's Employment Connection Council will work with all Employment Connection Partners in developing policies and procedures for the Tulare County Employment Connection system, in order to avoid inconsistencies with those of each Employment Connection Partner.

9. ASSURANCES OF NON-DISCRIMINATION

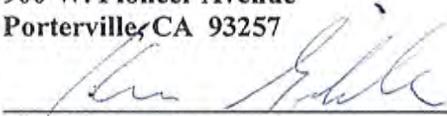
The partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or Employment Connection applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The Employment Connection Partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

10. AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. Notwithstanding the use of the terms partners and partnerships in this MOU, I understand that these terms are used only in a colloquial sense. Therefore, both parties to this MOU are independent contractors with respect to one another and agree that there is no legally enforceable partnership, agency or joint venture among or between the parties.

FOR THE **Porterville Adult School**
900 W. Pioneer Avenue
Porterville, CA 93257

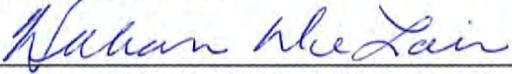
Agreed:  6.16.16
Signature and Date

Don Gibbs, Ed.D., Assistant Superintendent, Business
Print Name and Title

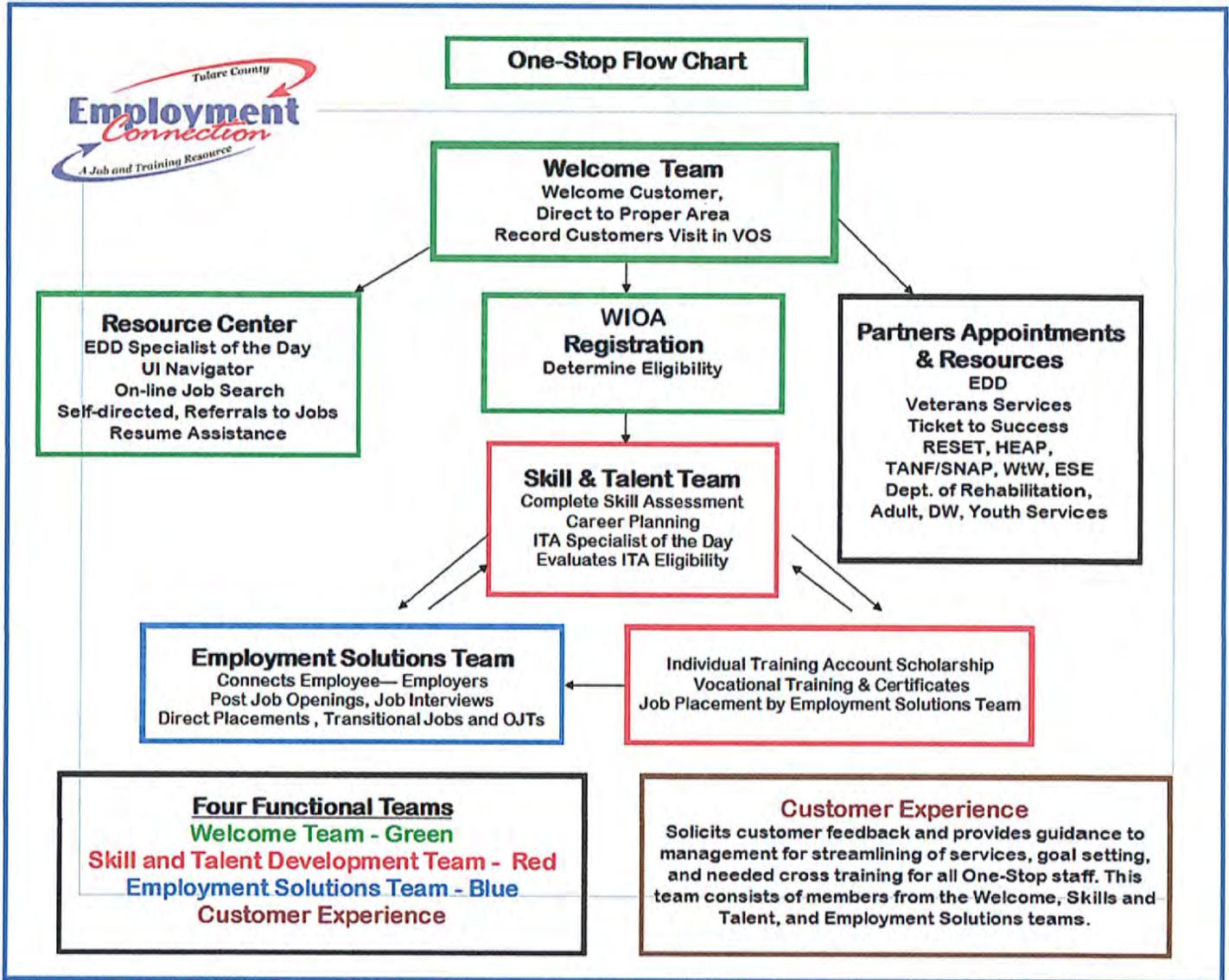
FOR THE **Workforce Investment Board of Tulare County**
309 W. Main St., Ste 120, Visalia, CA 93291

Recommended:  6/21/16
Signature and Date (WIB Executive Director)

Adam Peck, Executive Director
Print Name and Title

Agreed:  06/21/16
Signature and Date (Chair, WIB Board of Directors)

William DeLain, Chair, WIB Board of Directors
Print Name and Title



Memorandum of Understanding Employment Connection System of Tulare County

PARTIES: The parties to this Memorandum of Understanding (MOU) are:

Parties:	Workforce Investment Board of Tulare County	Tulare County Office of Education / Ticket to Success
Address:	309 W. Main St., Suite 120 Visalia, CA 93291	6200 S. Mooney Blvd PO Box 5091 Visalia, CA 93278-5091
Contact person, title and telephone number:	Adam Peck, Executive Director (559) 713-5200	Jim Vidak, County Superintendent of Schools (559) 733-6300
Facsimile number and e-mail address:	(559) 713-5262 apeck@tularewib.org	(559) 737-4378 jimv@tcoe.org

PURPOSE

In order to implement and realize the local plan with the spirit of cooperation and collaboration, this MOU is established between the Workforce Investment Board of Tulare County, hereafter referred to as the "WIB" and the Tulare County One-Stop delivery system signatory partners, hereafter referred to as the "Employment Connection Partners." This MOU will describe how, through an integrated service delivery system, various funding streams and resources will be used to better serve the mutual customers of businesses and job seekers. The "Tulare County Employment Connection system," hereafter referred to as "One-Stop" system the will require mutual trust and teamwork between the WIB and all Employment Connection Partners to achieve shared goals.

MISSION/VISION

The Tulare County Employment Connection system mission is to promote employment and business development in Tulare County by providing both businesses and job seekers easily accessible comprehensive services.

The Tulare County Employment Connection system vision is to respectfully offer the community universal access, seamless professional services and workforce information that encourage job creation and skill development. Collaborative service will be provided to maximize effectiveness, while minimizing service duplication.

ONE-STOP SYSTEM OVERVIEW

The Tulare County Employment Connection system endeavors to bring order to the diverse collection of Federal, State and local workforce programs.

Employment Connection Centers are open to all partners required by law; to other key partners designated by the State; and to any organization involved or interested in workforce development that by written agreement with the WIB desires their services made available at an Employment Connection center. At a minimum, the range of programs, funding streams and services of the Employment Connection will meet those services required under WIOA. The system shall have the following components:

1. Integrated Services: A seamless system presented to the customer.

2. Customer Focused: All aspects of service delivery designed with consideration of customer needs and interest.
3. Customer Choice: A system that provides a wide array of useful information to assist the customer in making an informed choice.
4. Customer Access: A system design for universal access with “no wrong door” entrance and single exiting point into integrated services.
5. Community Support: The system will promote and nurture broad-based community support.
6. Performance Driven: The system will establish clearly identified outcomes and methods for measuring achievement.

To negotiate an increasingly complex and demanding labor market, Employment Connection services includes readily accessible, comprehensive information about area employment and educational opportunities as well as customized service delivery. The Employment Connection sites are strategic in upgrading the basic and occupational skills of both incumbent workers and those newly entering the workforce. At the Employment Connections, customers can obtain information about job availability and career educational opportunities. By becoming effective and efficient consumers of career programs and services, customers can make a positive step toward the attainment of better skills, jobs, higher wages, and an improved quality of life.

Offering a highly skilled, motivated workforce is a major consideration for locating and expanding businesses. A strong One-Stop system is a major step in promoting economic development in Tulare County. Doing so, Tulare County is poised to retain and attract high-quality jobs to the area.

The Employment Connection System provides integrated services through its comprehensive Employment Connection One-Stop Centers in Visalia and in Porterville. The Visalia center is centrally located within the county and the Porterville center is in the south-east part of the county. In addition to these locations, basic and individualized career services are provided through affiliate sites in Dinuba and Tulare.

The Employment Connection centers are open to all partners required by the law and to other key partners designated by the State as well as to any organization involved or interested in workforce development that wants to make their services available and accessible at a facility in accordance with a written agreement with the WIB.

The Employment Connection System promotes the integrated service delivery in a safe nurturing and dynamic environment, promoting life-long learning using a demand-driven skill based approach to customer service. An organizational chart for the Employment Connection One-Stop Centers can be found in Attachment C.

The Employment Connection integrated service delivery system has three major components:

1. An integrated customer pool that ensures that all customers are registered;
2. An integrated customer flow that establishes a sequence of demand-driven, skill based, universal services for all One-Stop Center customers; and
3. An integrated staffing approach that provides services to the integrated customer pool as they are served through the adopted, integrated customer flow (see Appendix C for flowchart).

The Employment Connection staff is divided into service delivery teams in order to offer efficient integrated services and high quality customer care: 1) Welcome Team, 2) Skills and Talent Team, 3) Employment Solutions Team, 4) Customer Experience Team

Organizations Submitting To This MOU Agree:

▪ One-Stop Services

To provide the One-Stop services to the target populations outlined in Attachment A - Matrix of Partner Services.

▪ Role of the Workforce Investment Board of Tulare County

The WIB, appointed by and in written agreement with the Tulare County Board of Supervisors, is the One-Stop Policy Body responsible for system planning, fiscal responsibility and oversight of the ***Tulare County Employment Connection*** system. The WIB established the Tulare County Employment Connection Council (ECC) as its advisory body for the One-Stop system. The ECC is a committee of the WIB, composed of One-Stop Partners and chaired by a member of the WIB.

▪ Cost Sharing

Employment Connection Partners agree to pay a proportional share of cost toward the operation and services of the system in accordance with a cost sharing agreement if applicable.

All relevant parties to this MOU agree to share in the operating costs of the One-Stop system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all Employment Connection partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

Employment Connection partners 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 a separate Cost Sharing Agreement that will be attached to this MOU if applicable.

Each partner agrees to negotiate and implement a cost sharing plan by December 31, 2017 if applicable.

▪ Methods for Referring Customers

The Employment Connection Partner is committed to mutually implement processes for the referral of customers to services not provided on-site. The partners mutually agree that the process for referral will include the following:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding Employment Connection programs, services, activities and resources shall be made available to all customers as appropriate.
- Each Employment Connection Partner will provide a direct link or access to other Employment Connection Partner staff that can provide meaningful information or service, through the use of co-location, cross-training of Employment Connection staff, or real-time technology (two way communication and interaction with Employment Connection Partners that results in services needed by the customer.

▪ Access for Individuals with Barriers to Employment

The term Barriers to Employment is defined as characteristics that may hinder an individual's hiring, promotion or participation in the labor force. Some examples of individuals who may face barriers to employment include: single parents, women, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, certain veterans, ethnic minorities, and those with limited English speaking ability or a criminal record or with a lack of education, work experience, credential, child care arrangements, transportation or alternative working parents.

The Employment Connection Partners are committed to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

Each Employment Connection Partner will ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

▪ Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection.

To support the use of these tools, each Employment Connection Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the Employment Connection customers or partners (e.g., applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

▪ Confidentiality

The Employment Connection Partner agrees to comply with the provisions of WIOA regulations that state privacy and confidentiality must be maintained consistent with applicable federal, state, and local privacy and confidentiality laws including section 10850 of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, Health and Insurance Portability and Accountability Act of 1996 (HIPPA) Family Educational Rights and Privacy Act (FERPA) requirements and all other State and Federal laws, statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to Employment Connection applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The Employment Connection Partner agrees to abide by the current confidentiality provisions of the respective statutes to which Employment Connection operators and other Employment Connection Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The Employment Connection Partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

▪ American's with Disabilities Act and Amendments Compliance

The Employment Connection Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the Employment Connection are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

▪ Scheduled Meetings

Employment Connection Council – Partner agrees to participate in regular meetings of the Employment Connection Council and its subcommittees.

Employment Connection Site Committees - Partner agrees to participate in regular meetings of a site committee consisting of the partners physically located at a site to coordinate service and resolve problems that may arise during the course of business at the site.

- Cross-Training

All parties agree to provide and participate in cross-training sessions for the Employment Connection Partners to insure that partner program staff physically present at the one-stop are appropriately trained to provide information to customers about the programs, services, and activities available through partner programs.

- Review and Update

All parties agree to review and update this MOU, at minimum, every three years in order to ensure it contains updated information regarding funding, delivery of services, and changes in the signatory official of each party. In addition, all parties agree to review, and if necessary, renegotiate after Local Workforce Development Plans and Regional Workforce Development Plans have been developed.

All parties agree that the Tulare County One-Stop system under WIOA is in the planning and development stage and that all parties agree to participate in the planning and development process through their participation on the Employment Connection Council and partner workgroups. The parties further agree to update this MOU to reflect any updated information regarding the delivery of services developed by the partners.

1. DURATION

The term of this agreement shall be **July 1, 2016 to June 30, 2017**, and shall be binding upon each party hereto upon execution by such party, and shall be automatically renewed thereafter on a year-to-year basis, unless any party gives notice of non-renewal at least thirty (30) days prior to an anniversary date or withdraws from this MOU as permitted in the following paragraph.

2. WITHDRAWAL FROM MOU

The parties understand that implementation of the Employment Connection system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention. This MOU shall remain in effect until terminated in accordance with this paragraph or Paragraph 5. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date and upon completion of any financial and operational commitments.

3. EVALUATION AND REVIEW

In order to provide a vehicle for on-going evaluation, review and discussion of operational issues, the WIB and the Employment Connection Partners agree to meet on a regular basis to discuss issues related to the implementation of this MOU.

4. GREIVANCE AND COMPLAINT RESOLUTION

The Parties hereto shall first attempt to resolve all grievance and complaints informally at the lowest level starting with the site supervisors and staff. If dispute resolution is not accomplished, any party may request a meeting with the One-Stop Operator as the facilitator, to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred by written appeal to

the One-Stop Operator. Those issues not resolved by the One-Stop Operator may be appealed to the WIB, whose decision shall be final. The process for handling grievances and complaints is applicable to customers and partners.

5. MODIFICATION AND ASSIGNMENT

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

This is a federal program under the Workforce Innovation and Opportunity Act. Should the United States Department of Labor or the State of California prescribe rules or regulations, which are unknown at this time, that vary from the terms of this agreement the parties shall each have the right to withdraw from this agreement unless the changes are acceptable to both parties as documented by amendments to this MOU signed by both parties. Should either party be unable to agree with said requirements, they may withdraw in accordance with Paragraph 2 of this document, "WITHDRAWAL FROM MOU".

6. NO JOINT VENTURE

The parties expressly agree that it is not intended in any way that this MOU be interpreted as a legal partnership or legal joint venture between the parties. Neither party hereto will make representations to outside parties that a legal partnership exists or that either party is responsible for the debts or defaults of the other.

7. INDEMNIFICATION PROVISION

Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents and employees from any and all claims, actions and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement, in accordance with Government code Section 895.4. This provision shall survive the term of this agreement.

8. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that each Employment Connection Partner agency is subject to its own policies, procedures, regulations, statutes, and any applicable collective bargaining agreements.

The WIB's Employment Connection Council will work with all Employment Connection Partners in developing policies and procedures for the Tulare County Employment Connection system, in order to avoid inconsistencies with those of each Employment Connection Partner.

9. ASSURANCES OF NON-DISCRIMINATION

The partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or Employment Connection applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The Employment Connection Partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

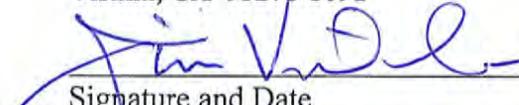
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10. AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. Notwithstanding the use of the terms partners and partnerships in this MOU, I understand that these terms are used only in a colloquial sense. Therefore, both parties to this MOU are independent contractors with respect to one another and agree that there is no legally enforceable partnership, agency or joint venture among or between the parties.

FOR THE **Tulare County Office of Education / Ticket to Success**
6200 S. Mooney Blvd.
PO Box 5091
Visalia, CA 93278-5091

Agreed:

 6-20-16
Signature and Date

Jim Vidak, County Superintendent of Schools
Print Name and Title

FOR THE **Workforce Investment Board of Tulare County**
309 W. Main St., Ste 120, Visalia, CA 93291

Recommended:

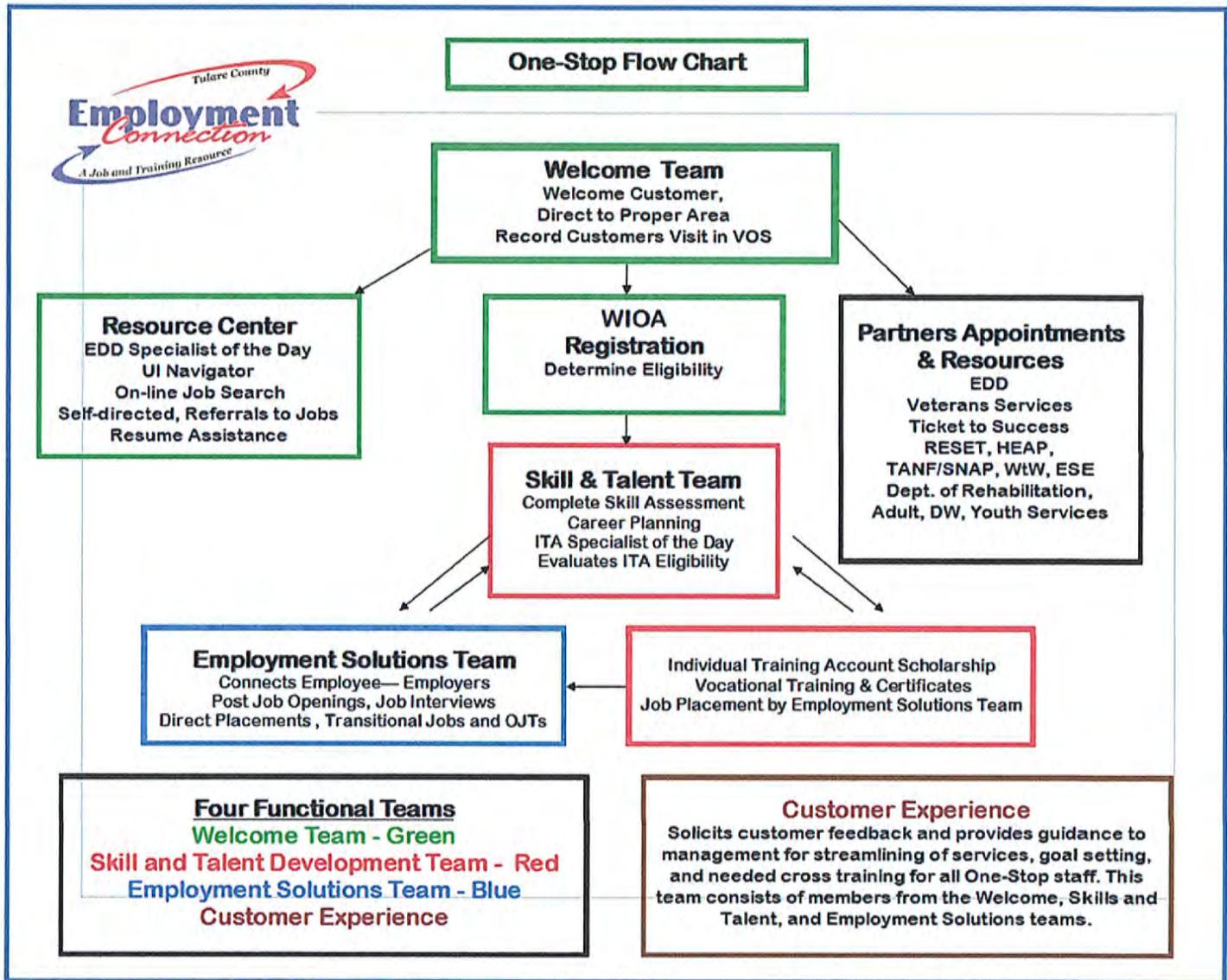
 6/21/16
Signature and Date (WIB Executive Director)

Adam Peck, Executive Director
Print Name and Title

Agreed:

 06/21/16
Signature and Date (Chair, WIB Board of Directors)

William DeLain, Chair, WIB Board of Directors
Print Name and Title



Memorandum of Understanding Employment Connection System of Tulare County

PARTIES: The parties to this Memorandum of Understanding (MOU) are:

Parties:	Workforce Investment Board of Tulare County	Proteus, Inc.
Address:	309 W. Main St., Suite 120 Visalia, CA 93291	1830 N. Dinuba Blvd. Visalia, CA 93291
Contact person, title and telephone number:	Adam Peck, Executive Director (559) 713-5200	Michael McCann, Executive Director (559) 738-1137
Facsimile number and e-mail address:	(559) 713-5262 apeck@tularewib.org	mike@proteusinc.org

PURPOSE

In order to implement and realize the local plan with the spirit of cooperation and collaboration, this MOU is established between the Workforce Investment Board of Tulare County, hereafter referred to as the "WIB" and the Tulare County One-Stop delivery system signatory partners, hereafter referred to as the "Employment Connection Partners." This MOU will describe how, through an integrated service delivery system, various funding streams and resources will be used to better serve the mutual customers of businesses and job seekers. The "Tulare County Employment Connection system," hereafter referred to as "One-Stop" system the will require mutual trust and teamwork between the WIB and all Employment Connection Partners to achieve shared goals.

MISSION/VISION

The Tulare County Employment Connection system mission is to promote employment and business development in Tulare County by providing both businesses and job seekers easily accessible comprehensive services.

The Tulare County Employment Connection system vision is to respectfully offer the community universal access, seamless professional services and workforce information that encourage job creation and skill development. Collaborative service will be provided to maximize effectiveness, while minimizing service duplication.

ONE-STOP SYSTEM OVERVIEW

The Tulare County Employment Connection system endeavors to bring order to the diverse collection of Federal, State and local workforce programs.

Employment Connection Centers are open to all partners required by law; to other key partners designated by the State; and to any organization involved or interested in workforce development that by written agreement with the WIB desires their services made available at an Employment Connection center. At a minimum, the range of programs, funding streams and services of the Employment Connection will meet those services required under WIOA. The system shall have the following components:

1. Integrated Services: A seamless system presented to the customer.

2. **Customer Focused:** All aspects of service delivery designed with consideration of customer needs and interest.
3. **Customer Choice:** A system that provides a wide array of useful information to assist the customer in making an informed choice.
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5. **Community Support:** The system will promote and nurture broad-based community support.
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To negotiate an increasingly complex and demanding labor market, Employment Connection services includes readily accessible, comprehensive information about area employment and educational opportunities as well as customized service delivery. The Employment Connection sites are strategic in upgrading the basic and occupational skills of both incumbent workers and those newly entering the workforce. At the Employment Connections, customers can obtain information about job availability and career educational opportunities. By becoming effective and efficient consumers of career programs and services, customers can make a positive step toward the attainment of better skills, jobs, higher wages, and an improved quality of life.

Offering a highly skilled, motivated workforce is a major consideration for locating and expanding businesses. A strong One-Stop system is a major step in promoting economic development in Tulare County. Doing so, Tulare County is poised to retain and attract high-quality jobs to the area.

The Employment Connection System provides integrated services through its comprehensive Employment Connection One-Stop Centers in Visalia and in Porterville. The Visalia center is centrally located within the county and the Porterville center is in the south-east part of the county. In addition to these locations, basic and individualized career services are provided through affiliate sites in Dinuba and Tulare.

The Employment Connection centers are open to all partners required by the law and to other key partners designated by the State as well as to any organization involved or interested in workforce development that wants to make their services available and accessible at a facility in accordance with a written agreement with the WIB.

The Employment Connection System promotes the integrated service delivery in a safe nurturing and dynamic environment, promoting life-long learning using a demand-driven skill based approach to customer service. An organizational chart for the Employment Connection One-Stop Centers can be found in Attachment C.

The Employment Connection integrated service delivery system has three major components:

1. An integrated customer pool that ensures that all customers are registered;
2. An integrated customer flow that establishes a sequence of demand-driven, skill based, universal services for all One-Stop Center customers; and
3. An integrated staffing approach that provides services to the integrated customer pool as they are served through the adopted, integrated customer flow (see Appendix C for flowchart).

The Employment Connection staff is divided into service delivery teams in order to offer efficient integrated services and high quality customer care: 1) Welcome Team, 2) Skills and Talent Team, 3) Employment Solutions Team, 4) Customer Experience Team

Organizations Submitting To This MOU Agree:

▪ One-Stop Services

To provide the One-Stop services to the target populations outlined in Attachment A - Matrix of Partner Services.

▪ Role of the Workforce Investment Board of Tulare County

The WIB, appointed by and in written agreement with the Tulare County Board of Supervisors, is the One-Stop Policy Body responsible for system planning, fiscal responsibility and oversight of the ***Tulare County Employment Connection*** system. The WIB established the Tulare County Employment Connection Council (ECC) as its advisory body for the One-Stop system. The ECC is a committee of the WIB, composed of One-Stop Partners and chaired by a member of the WIB.

▪ Cost Sharing

Employment Connection Partners agree to pay a proportional share of cost toward the operation and services of the system in accordance with a cost sharing agreement if applicable.

All relevant parties to this MOU agree to share in the operating costs of the One-Stop system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all Employment Connection partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

Employment Connection partners 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 a separate Cost Sharing Agreement that will be attached to this MOU if applicable.

Each partner agrees to negotiate and implement a cost sharing plan by December 31, 2017 if applicable.

▪ Methods for Referring Customers

The Employment Connection Partner is committed to mutually implement processes for the referral of customers to services not provided on-site. The partners mutually agree that the process for referral will include the following:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding Employment Connection programs, services, activities and resources shall be made available to all customers as appropriate.
- Each Employment Connection Partner will provide a direct link or access to other Employment Connection Partner staff that can provide meaningful information or service, through the use of co-location, cross-training of Employment Connection staff, or real-time technology (two way communication and interaction with Employment Connection Partners that results in services needed by the customer.

▪ Access for Individuals with Barriers to Employment

The term Barriers to Employment is defined as characteristics that may hinder an individual's hiring, promotion or participation in the labor force. Some examples of individuals who may face barriers to employment include: single parents, women, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, certain veterans, ethnic minorities, and those with limited English speaking ability or a criminal record or with a lack of education, work experience, credential, child care arrangements, transportation or alternative working parents.

The Employment Connection Partners are committed to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

Each Employment Connection Partner will ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

▪ Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection.

To support the use of these tools, each Employment Connection Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the Employment Connection customers or partners (e.g., applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

▪ Confidentiality

The Employment Connection Partner agrees to comply with the provisions of WIOA regulations that state privacy and confidentiality must be maintained consistent with applicable federal, state, and local privacy and confidentiality laws including section 10850 of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, Health and Insurance Portability and Accountability Act of 1996 (HIPPA) Family Educational Rights and Privacy Act (FERPA) requirements and all other State and Federal laws, statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to Employment Connection applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The Employment Connection Partner agrees to abide by the current confidentiality provisions of the respective statutes to which Employment Connection operators and other Employment Connection Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The Employment Connection Partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

▪ American's with Disabilities Act and Amendments Compliance

The Employment Connection Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the Employment Connection are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

▪ Scheduled Meetings

Employment Connection Council – Partner agrees to participate in regular meetings of the Employment Connection Council and its subcommittees.

Employment Connection Site Committees - Partner agrees to participate in regular meetings of a site committee consisting of the partners physically located at a site to coordinate service and resolve problems that may arise during the course of business at the site.

- Cross-Training

All parties agree to provide and participate in cross-training sessions for the Employment Connection Partners to insure that partner program staff physically present at the one-stop are appropriately trained to provide information to customers about the programs, services, and activities available through partner programs.

- Review and Update

All parties agree to review and update this MOU, at minimum, every three years in order to ensure it contains updated information regarding funding, delivery of services, and changes in the signatory official of each party. In addition, all parties agree to review, and if necessary, renegotiate after Local Workforce Development Plans and Regional Workforce Development Plans have been developed.

All parties agree that the Tulare County One-Stop system under WIOA is in the planning and development stage and that all parties agree to participate in the planning and development process through their participation on the Employment Connection Council and partner workgroups. The parties further agree to update this MOU to reflect any updated information regarding the delivery of services developed by the partners.

1. DURATION

The term of this agreement shall be **July 1, 2016 to June 30, 2017**, and shall be binding upon each party hereto upon execution by such party, and shall be automatically renewed thereafter on a year-to-year basis, unless any party gives notice of non-renewal at least thirty (30) days prior to an anniversary date or withdraws from this MOU as permitted in the following paragraph.

2. WITHDRAWAL FROM MOU

The parties understand that implementation of the Employment Connection system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention. This MOU shall remain in effect until terminated in accordance with this paragraph or Paragraph 5. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date and upon completion of any financial and operational commitments.

3. EVALUATION AND REVIEW

In order to provide a vehicle for on-going evaluation, review and discussion of operational issues, the WIB and the Employment Connection Partners agree to meet on a regular basis to discuss issues related to the implementation of this MOU.

4. GREIVANCE AND COMPLAINT RESOLUTION

The Parties hereto shall first attempt to resolve all grievance and complaints informally at the lowest level starting with the site supervisors and staff. If dispute resolution is not accomplished, any party may request a meeting with the One-Stop Operator as the facilitator, to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred by written appeal to

the One-Stop Operator. Those issues not resolved by the One-Stop Operator may be appealed to the WIB, whose decision shall be final. The process for handling grievances and complaints is applicable to customers and partners.

5. MODIFICATION AND ASSIGNMENT

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

This is a federal program under the Workforce Innovation and Opportunity Act. Should the United States Department of Labor or the State of California prescribe rules or regulations, which are unknown at this time, that vary from the terms of this agreement the parties shall each have the right to withdraw from this agreement unless the changes are acceptable to both parties as documented by amendments to this MOU signed by both parties. Should either party be unable to agree with said requirements, they may withdraw in accordance with Paragraph 2 of this document, "WITHDRAWAL FROM MOU".

6. NO JOINT VENTURE

The parties expressly agree that it is not intended in any way that this MOU be interpreted as a legal partnership or legal joint venture between the parties. Neither party hereto will make representations to outside parties that a legal partnership exists or that either party is responsible for the debts or defaults of the other.

7. INDEMNIFICATION PROVISION

Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents and employees from any and all claims, actions and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement, in accordance with Government code Section 895.4. This provision shall survive the term of this agreement.

8. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that each Employment Connection Partner agency is subject to its own policies, procedures, regulations, statutes, and any applicable collective bargaining agreements.

The WIB's Employment Connection Council will work with all Employment Connection Partners in developing policies and procedures for the Tulare County Employment Connection system, in order to avoid inconsistencies with those of each Employment Connection Partner.

9. ASSURANCES OF NON-DISCRIMINATION

The partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or Employment Connection applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The Employment Connection Partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

10. AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. Notwithstanding the use of the terms partners and partnerships in this MOU, I understand that these terms are used only in a colloquial sense. Therefore, both parties to this MOU are independent contractors with respect to one another and agree that there is no legally enforceable partnership, agency or joint venture among or between the parties.

FOR THE **Proteus, Inc.**
1830 N. Dinuba Blvd., Visalia, CA 93291

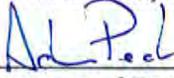
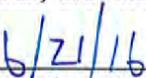
Agreed:


Signature and Date

Michael E. McCann, Chief Executive Officer
Print Name and Title

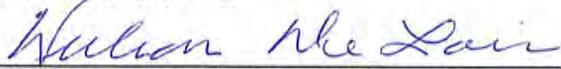
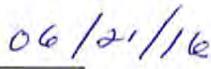
FOR THE **Workforce Investment Board of Tulare County**
309 W. Main St., Ste 120, Visalia, CA 93291

Recommended:

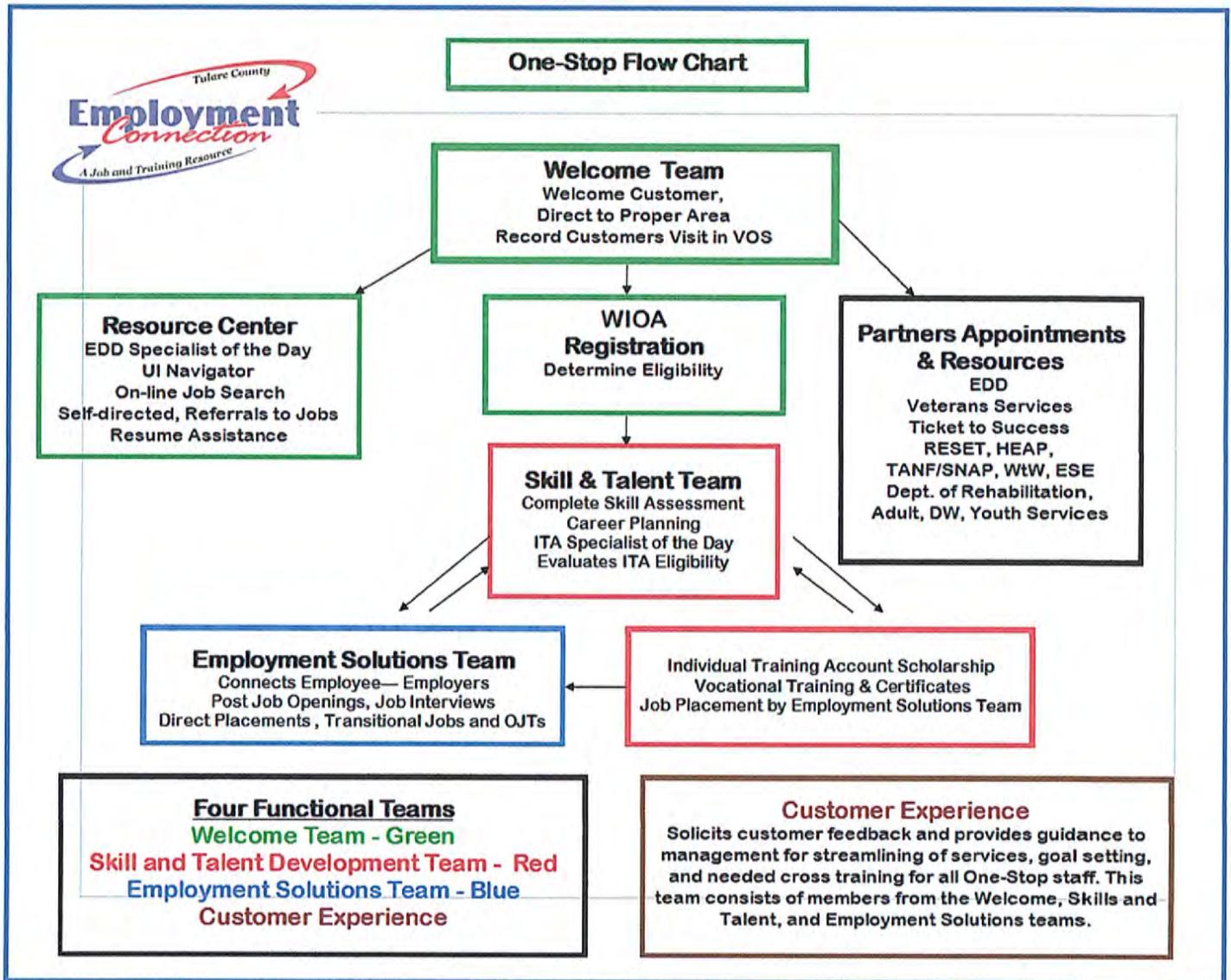
 
Signature and Date (WIB Executive Director)

Adam Peck, Executive Director
Print Name and Title

Agreed:

 
Signature and Date (Chair, WIB Board of Directors)

William DeLain, Chair, WIB Board of Directors
Print Name and Title



Memorandum of Understanding Employment Connection System of Tulare County

PARTIES: The parties to this Memorandum of Understanding (MOU) are:

Parties:	Workforce Investment Board of Tulare County	Employment Development Department – Workforce Services Branch (WSB) / Unemployment Insurance Branch (UIB)
Address:	309 W. Main St., Suite 120 Visalia, CA 93291	800 Capitol Mall, Sacramento CA. 95814
Contact person, title and telephone number:	Adam Peck, Executive Director (559) 713-5200	WSB: Shelly Tarver, Acting Deputy Division Chief (661) 635-2608 UIB: Agustin Huerta, EDA (951) 782-3210
Facsimile number and e-mail address:	(559) 713-5262 apeck@tularewib.org	WSB: (661) 635-2679 shelly.tarver@edd.ca.gov UIB: (951) 782-4195 Ahuerta2@edd.ca.gov

PURPOSE

In order to implement and realize the local plan with the spirit of cooperation and collaboration, this MOU is established between the Workforce Investment Board of Tulare County, hereafter referred to as the “WIB” and the Tulare County One-Stop delivery system signatory partners, hereafter referred to as the “Employment Connection Partners.” This MOU will describe how, through an integrated service delivery system, various funding streams and resources will be used to better serve the mutual customers of businesses and job seekers. The “Tulare County Employment Connection system,” hereafter referred to as “One-Stop” system the will require mutual trust and teamwork between the WIB and all Employment Connection Partners to achieve shared goals.

MISSION/VISION

The Tulare County Employment Connection system mission is to promote employment and business development in Tulare County by providing both businesses and job seekers easily accessible comprehensive services.

The Tulare County Employment Connection system vision is to respectfully offer the community universal access, seamless professional services and workforce information that encourage job creation and skill development. Collaborative service will be provided to maximize effectiveness, while minimizing service duplication.

ONE-STOP SYSTEM OVERVIEW

The Tulare County Employment Connection system endeavors to bring order to the diverse collection of Federal, State and local workforce programs.

Employment Connection Centers are open to all partners required by law; to other key partners designated by the State; and to any organization involved or interested in workforce development that by written agreement with the WIB desires their services made available at an Employment Connection center. At a minimum, the range of programs, funding streams and services of the Employment Connection will meet those services required under WIOA. The system shall have the following components:

1. Integrated Services: A seamless system presented to the customer.
2. Customer Focused: All aspects of service delivery designed with consideration of customer needs and interest.
3. Customer Choice: A system that provides a wide array of useful information to assist the customer in making an informed choice.
4. Customer Access: A system design for universal access with “no wrong door” entrance and single exiting point into integrated services.
5. Community Support: The system will promote and nurture broad-based community support.
6. Performance Driven: The system will establish clearly identified outcomes and methods for measuring achievement.

To negotiate an increasingly complex and demanding labor market, Employment Connection services includes readily accessible, comprehensive information about area employment and educational opportunities as well as customized service delivery. The Employment Connection sites are strategic in upgrading the basic and occupational skills of both incumbent workers and those newly entering the workforce. At the Employment Connections, customers can obtain information about job availability and career educational opportunities. By becoming effective and efficient consumers of career programs and services, customers can make a positive step toward the attainment of better skills, jobs, higher wages, and an improved quality of life.

Offering a highly skilled, motivated workforce is a major consideration for locating and expanding businesses. A strong One-Stop system is a major step in promoting economic development in Tulare County. Doing so, Tulare County is poised to retain and attract high-quality jobs to the area.

The Employment Connection System provides integrated services through its comprehensive Employment Connection One-Stop Centers in Visalia and in Porterville. The Visalia center is centrally located within the county and the Porterville center is in the south-east part of the county. In addition to these locations, basic and individualized career services are provided through affiliate sites in Dinuba and Tulare.

The Employment Connection centers are open to all partners required by the law and to other key partners designated by the State as well as to any organization involved or interested in workforce development that wants to make their services available and accessible at a facility in accordance with a written agreement with the WIB.

The Employment Connection System promotes the integrated service delivery in a safe nurturing and dynamic environment, promoting life-long learning using a demand-driven skill based approach to customer service. An organizational chart for the Employment Connection One-Stop Centers can be found in Attachment C.

The Employment Connection integrated service delivery system has three major components:

1. An integrated customer pool that ensures that all customers are registered;
2. An integrated customer flow that establishes a sequence of demand-driven, skill based, universal services for all One-Stop Center customers; and
3. An integrated staffing approach that provides services to the integrated customer pool as they are served through the adopted, integrated customer flow (see Appendix C for flowchart).

The Employment Connection staff is divided into service delivery teams in order to offer efficient integrated services and high quality customer care: 1) Welcome Team, 2) Skills and Talent Team, 3) Employment Solutions Team, 4) Customer Experience Team

Organizations Submitting To This MOU Agree:

▪ **One-Stop Services**

To provide the One-Stop services to the target populations outlined in Attachment A - Matrix of Partner Services.

▪ **Role of the Workforce Investment Board of Tulare County**

The WIB, appointed by and in written agreement with the Tulare County Board of Supervisors, is the One-Stop Policy Body responsible for system planning, fiscal responsibility and oversight of the ***Tulare County Employment Connection*** system. The WIB established the Tulare County Employment Connection Council (ECC) as its advisory body for the One-Stop system. The ECC is a committee of the WIB, composed of One-Stop Partners and chaired by a member of the WIB.

▪ **Cost Sharing**

Employment Connection Partners agree to pay a proportional share of cost toward the operation and services of the system in accordance with a cost sharing agreement if applicable.

All relevant parties to this MOU agree to share in the operating costs of the One-Stop system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all Employment Connection partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

Employment Connection partners 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 a separate Cost Sharing Agreement that will be attached to this MOU if applicable.

Each partner agrees to negotiate and implement a cost sharing plan by December 31, 2017 if applicable.

▪ **Methods for Referring Customers**

The Employment Connection Partner is committed to mutually implement processes for the referral of customers to services not provided on-site. The partners mutually agree that the process for referral will include the following:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding Employment Connection programs, services, activities and resources shall be made available to all customers as appropriate.
- Each Employment Connection Partner will provide a direct link or access to other Employment Connection Partner staff that can provide meaningful information or service, through the use of co-location, cross-training of Employment Connection staff, or real-time technology (two way communication and interaction with Employment Connection Partners that results in services needed by the customer.

▪ Access for Individuals with Barriers to Employment

The term Barriers to Employment is defined as characteristics that may hinder an individual's hiring, promotion or participation in the labor force. Some examples of individuals who may face barriers to employment include: single parents, women, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, certain veterans, ethnic minorities, and those with limited English speaking ability or a criminal record or with a lack of education, work experience, credential, child care arrangements, transportation or alternative working parents.

The Employment Connection Partners are committed to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

Each Employment Connection Partner will ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

▪ Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection.

To support the use of these tools, each Employment Connection Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the Employment Connection customers or partners (e.g., applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

▪ Confidentiality

The Employment Connection Partner agrees to comply with the provisions of WIOA regulations that state privacy and confidentiality must be maintained consistent with applicable federal, state, and local privacy and confidentiality laws including section 10850 of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, Health and Insurance Portability and Accountability Act of 1996 (HIPPA) Family Educational Rights and Privacy Act (FERPA) requirements and all other State and Federal laws, statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to Employment Connection applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The Employment Connection Partner agrees to abide by the current confidentiality provisions of the respective statutes to which Employment Connection operators and other Employment Connection Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The Employment Connection Partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

▪ American's with Disabilities Act and Amendments Compliance

The Employment Connection Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the Employment Connection are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

▪ Scheduled Meetings

Employment Connection Council – Partner agrees to participate in regular meetings of the Employment Connection Council and its subcommittees.

Employment Connection Site Committees - Partner agrees to participate in regular meetings of a site committee consisting of the partners physically located at a site to coordinate service and resolve problems that may arise during the course of business at the site.

▪ Cross-Training

All parties agree to provide and participate in cross-training sessions for the Employment Connection Partners to insure that partner program staff physically present at the one-stop are appropriately trained to provide information to customers about the programs, services, and activities available through partner programs.

- Review and Update

All parties agree to review and update this MOU, at minimum, every three years in order to ensure it contains updated information regarding funding, delivery of services, and changes in the signatory official of each party. In addition, all parties agree to review, and if necessary, renegotiate after Local Workforce Development Plans and Regional Workforce Development Plans have been developed.

All parties agree that the Tulare County One-Stop system under WIOA is in the planning and development stage and that all parties agree to participate in the planning and development process through their participation on the Employment Connection Council and partner workgroups. The parties further agree to update this MOU to reflect any updated information regarding the delivery of services developed by the partners.

1. DURATION

The term of this agreement shall be **July 1, 2016 to June 30, 2017**, and shall be binding upon each party hereto upon execution by such party, and shall be automatically renewed thereafter on a year-to-year basis, unless any party gives notice of non-renewal at least thirty (30) days prior to an anniversary date or withdraws from this MOU as permitted in the following paragraph.

2. WITHDRAWAL FROM MOU

The parties understand that implementation of the Employment Connection system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention. This MOU shall remain in effect until terminated in accordance with this paragraph or Paragraph 5. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date and upon completion of any financial and operational commitments.

3. EVALUATION AND REVIEW

In order to provide a vehicle for on-going evaluation, review and discussion of operational issues, the WIB and the Employment Connection Partners agree to meet on a regular basis to discuss issues related to the implementation of this MOU.

4. GREIVANCE AND COMPLAINT RESOLUTION

The Parties hereto shall first attempt to resolve all grievance and complaints informally at the lowest level starting with the site supervisors and staff. If dispute resolution is not accomplished, any party may request a meeting with the One-Stop Operator as the facilitator, to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred by written appeal to the One-Stop Operator. Those issues not resolved by the One-Stop Operator may be appealed to the WIB, whose decision shall be final. The process for handling grievances and complaints is applicable to customers and partners.

5. MODIFICATION AND ASSIGNMENT

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

This is a federal program under the Workforce Innovation and Opportunity Act. Should the United States Department of Labor or the State of California prescribe rules or regulations, which are unknown at this time, that vary from the terms of this agreement the parties shall each have the right to withdraw from this agreement unless the changes are acceptable to both parties as documented by amendments to this MOU signed by both parties. Should either party be unable to agree with said requirements, they may withdraw in accordance with Paragraph 2 of this document, "WITHDRAWAL FROM MOU".

6. NO JOINT VENTURE

The parties expressly agree that it is not intended in any way that this MOU be interpreted as a legal partnership or legal joint venture between the parties. Neither party hereto will make representations to outside parties that a legal partnership exists or that either party is responsible for the debts or defaults of the other.

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Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents and employees from any and all claims, actions and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement, in accordance with Government code Section 895.4. This provision shall survive the term of this agreement.

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It is understood that each Employment Connection Partner agency is subject to its own policies, procedures, regulations, statutes, and any applicable collective bargaining agreements.

The WIB's Employment Connection Council will work with all Employment Connection Partners in developing policies and procedures for the Tulare County Employment Connection system, in order to avoid inconsistencies with those of each Employment Connection Partner.

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The partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

10. AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. Notwithstanding the use of the terms partners and partnerships in this MOU, I understand that these terms are used only in a colloquial sense. Therefore, both parties to this MOU are independent contractors with respect to one another and agree that there is no legally enforceable partnership, agency or joint venture among or between the parties.

FOR THE

Agreed:

[Handwritten Signature] 6-15-2016
Signature and Date

SHERRY TARVER, Acting DAC
Print Name and Title

Agreed:

Signature and Date

Print Name and Title

FOR THE

**Workforce Investment Board of Tulare County
309 W. Main St., Ste 120, Visalia, CA 93291**

Recommended:

AL Peck 6/23/16
Signature and Date (WIB Executive Director)

Adam Peck, Executive Director
Print Name and Title

Agreed:

William DeLain 06/28/16
Signature and Date (Chair, WIB Board of Directors)

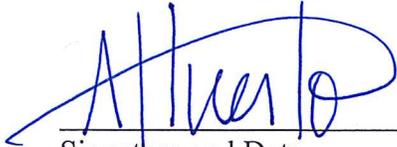
William DeLain, Chair, WIB Board of Directors
Print Name and Title

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The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. Notwithstanding the use of the terms partners and partnerships in this MOU, I understand that these terms are used only in a colloquial sense. Therefore, both parties to this MOU are independent contractors with respect to one another and agree that there is no legally enforceable partnership, agency or joint venture among or between the parties.

FOR THE

Agreed:



Signature and Date

AGUSTIN HUERTA, EDA, EDD - UI BRANCH
Print Name and Title

Agreed:

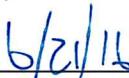
Signature and Date

Print Name and Title

FOR THE

**Workforce Investment Board of Tulare County
309 W. Main St., Ste 120, Visalia, CA 93291**

Recommended:

Signature and Date (WIB Executive Director)

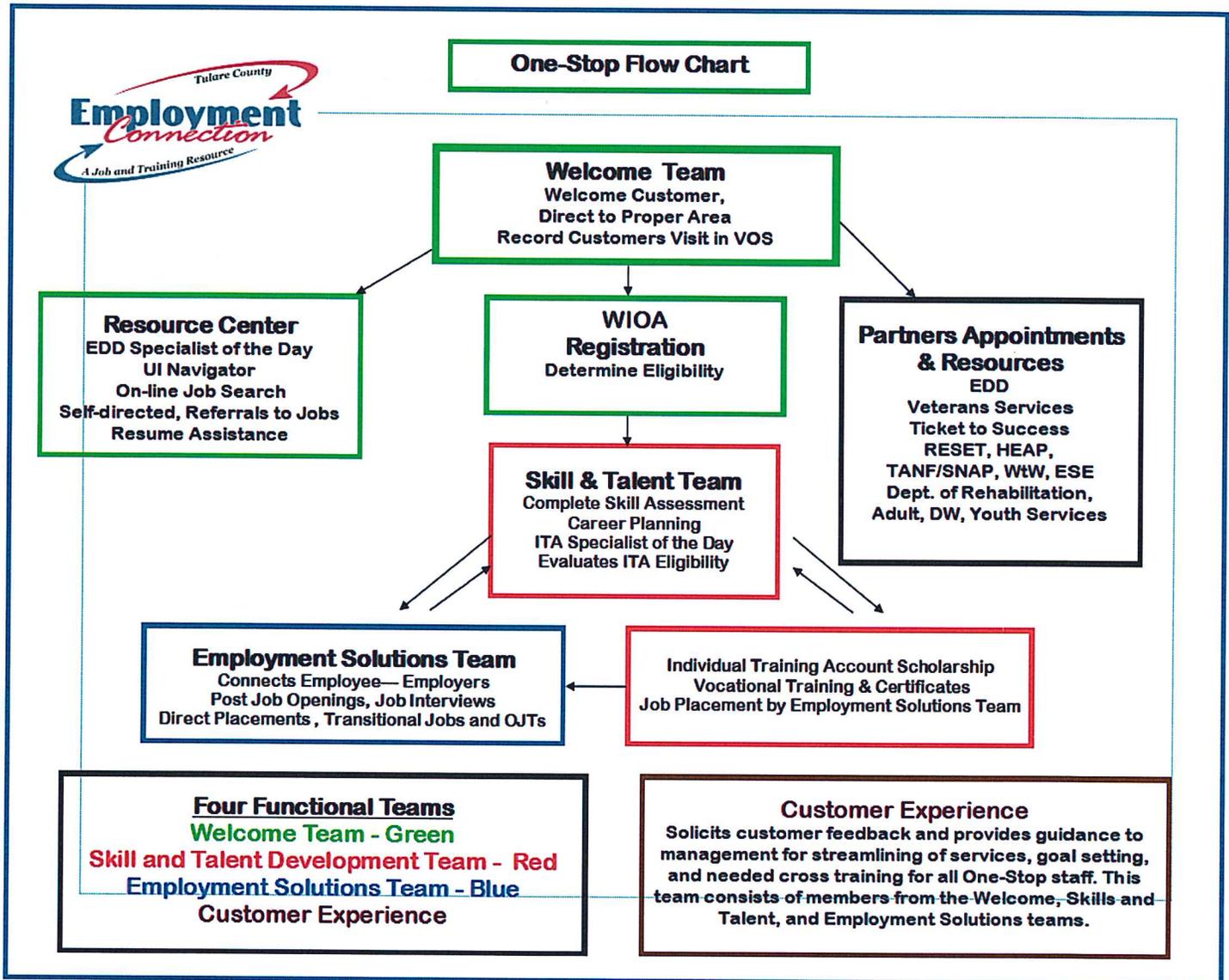
Adam Peck, Executive Director
Print Name and Title

Agreed:



Signature and Date (Chair, WIB Board of Directors)

William DeLain, Chair, WIB Board of Directors
Print Name and Title



Memorandum of Understanding

Employment Connection System of Tulare County

PARTIES: This Memorandum of Understanding (MOU) is between the Workforce Investment Board (WIB) of Tulare County and the Kern Community College District on Behalf of Porterville College.

Partners:	Workforce Investment Board of Tulare County	Kern Community College District on Behalf of Porterville College
Address:	309 W. Main St., Suite 120 Visalia, CA 93291	100 E. College Ave Porterville, CA 93257
Contact person, title and telephone number:	Adam Peck, Executive Director (559) 713-5200	Rosa Carlson, President (559) 791-2315
Facsimile number and e-mail address:	(559) 713-5262 apeck@tularewib.org	FAX (559)782-8396 rcarlson@portervillecollege.edu

PURPOSE

This MOU is established between the Workforce Investment Board of Tulare County, hereafter referred to as the “WIB” and the Tulare County One-Stop delivery system signatory partners, hereafter referred to as the “Employment Connection Partners.” This MOU will describe how, through an integrated service delivery system, various funding streams and resources will be used to better serve the mutual customers of businesses and job seekers. The “Tulare County Employment Connection system,” hereafter referred to as “One-Stop” system the will require mutual trust and teamwork between the WIB and all Employment Connection Partners to achieve shared goals.

MISSION/VISION

The Tulare County Employment Connection system mission is to promote employment and business development in Tulare County by providing both businesses and job seekers easily accessible comprehensive services.

The Tulare County Employment Connection system vision is to respectfully offer the community universal access, seamless professional services and workforce information that encourage job creation and skill development. Collaborative service will be provided to maximize effectiveness, while minimizing service duplication.

ONE-STOP SYSTEM OVERVIEW

The Tulare County Employment Connection system endeavors to bring order to the diverse collection of Federal, State and local workforce programs.

Employment Connection Centers are open to all partners required by law; to other key partners designated by the State; and to any organization involved or interested in workforce development that by written agreement with the WIB desires their services made available at an Employment Connection center. At a minimum, the range of programs, funding streams and services of the Employment Connection will meet those services required under Workforce Innovation and Opportunity Act (WIOA). The system shall have the following components:

1. Integrated Services: A seamless system presented to the customer.

2. Customer Focused: All aspects of service delivery designed with consideration of customer needs and interest.
3. Customer Choice: A system that provides a wide array of useful information to assist the customer in making an informed choice.
4. Customer Access: A system design for universal access with “no wrong door” entrance and single exiting point into integrated services.
5. Community Support: The system will promote and nurture broad-based community support.
6. Performance Driven: The system will establish clearly identified outcomes and methods for measuring achievement.

To negotiate an increasingly complex and demanding labor market, Employment Connection services includes readily accessible, comprehensive information about area employment and educational opportunities as well as customized service delivery. The Employment Connection sites are strategic in upgrading the basic and occupational skills of both incumbent workers and those newly entering the workforce. At the Employment Connections, customers can obtain information about job availability and career educational opportunities. By becoming effective and efficient consumers of career programs and services, customers can make a positive step toward the attainment of better skills, jobs, higher wages, and an improved quality of life.

Offering a highly skilled, motivated workforce is a major consideration for locating and expanding businesses. A strong One-Stop system is a major step in promoting economic development in Tulare County. Doing so, Tulare County is poised to retain and attract high-quality jobs to the area.

The Employment Connection System provides integrated services through its comprehensive Employment Connection One-Stop Centers in Visalia and in Porterville. The Visalia center is centrally located within the county and the Porterville center is in the south-east part of the county. In addition to these locations, basic and individualized career services are provided through affiliate sites in Dinuba and Tulare.

The Employment Connection centers are open to all partners required by the law and to other key partners designated by the State as well as to any organization involved or interested in workforce development that wants to make their services available and accessible at a facility in accordance with a written agreement with the WIB.

The Employment Connection System promotes the integrated service delivery in a safe nurturing and dynamic environment, promoting life-long learning using a demand-driven skill based approach to customer service. An organizational chart for the Employment Connection One-Stop Centers can be found in Attachment C.

The Employment Connection integrated service delivery system has three major components:

1. An integrated customer pool that ensures that all customers are registered;
2. An integrated customer flow that establishes a sequence of demand-driven, skill based, universal services for all One-Stop Center customers; and
3. An integrated staffing approach that provides services to the integrated customer pool as they are served through the adopted, integrated customer flow (see Appendix C for flowchart).

The Employment Connection staff is divided into service delivery teams in order to offer efficient integrated services and high quality customer care: 1) Welcome Team, 2) Skills and Talent Team, 3) Employment Solutions Team, 4) Customer Experience Team

Organizations Submitting To This MOU Agree:

▪ One-Stop Services

To provide the One-Stop services to the target populations outlined in Attachment A - Matrix of Partner Services.

▪ Role of the Workforce Investment Board of Tulare County

The WIB, appointed by and in written agreement with the Tulare County Board of Supervisors, is the One-Stop Policy Body responsible for system planning, fiscal responsibility and oversight of the *Tulare County Employment Connection* system. The WIB established the Tulare County Employment Connection Council (ECC) as its advisory body for the One-Stop system. The ECC is a committee of the WIB, composed of One-Stop Partners and chaired by a member of the WIB.

▪ Cost Sharing

Employment Connection Partners agree to pay a proportional share of cost toward the operation and services of the system in accordance with a cost sharing agreement if applicable.

All relevant parties to this MOU agree to share in the operating costs of the One-Stop system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all Employment Connection partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

Employment Connection partners 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 a separate Cost Sharing Agreement that will be attached to this MOU if applicable.

Each partner agrees to negotiate and implement a cost sharing plan by December 31, 2017 if applicable.

▪ Methods for Referring Customers

The Employment Connection Partner is committed to mutually implement processes for the referral of customers to services not provided on-site. The partners mutually agree that the process for referral will include the following:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding Employment Connection programs, services, activities and resources shall be made available to all customers as appropriate.
- Each Employment Connection Partner will provide a direct link or access to other Employment Connection Partner staff that can provide meaningful information or service, through the use of co-location, cross-training of Employment Connection staff, or real-time technology (two way communication and interaction with Employment Connection Partners that results in services needed by the customer).

▪ Access for Individuals with Barriers to Employment

The term Barriers to Employment is defined as characteristics that may hinder an individual's hiring, promotion or participation in the labor force. Some examples of individuals who may face barriers to employment include: single parents, women, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, certain veterans, ethnic minorities, and those with limited English speaking ability or a criminal record or with a lack of education, work experience, credential, child care arrangements, transportation or alternative working parents.

The Employment Connection Partners are committed to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

Each Employment Connection Partner will ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

▪ Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection.

To support the use of these tools, each Employment Connection Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the Employment Connection customers or partners (e.g., applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

▪ Confidentiality

The Employment Connection Partner agrees to comply with the provisions of WIOA regulations that state privacy and confidentiality must be maintained consistent with applicable federal, state, and local privacy and confidentiality laws including section 10850 of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, Health and Insurance Portability and Accountability Act of 1996 (HIPPA) Family Educational Rights and Privacy Act (FERPA) requirements and all other State and Federal laws, statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to Employment Connection applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The Employment Connection Partner agrees to abide by the current confidentiality provisions of the respective statutes to which Employment Connection operators and other Employment Connection Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The Employment Connection Partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

▪ American's with Disabilities Act and Amendments Compliance

The Employment Connection Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the Employment Connection are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

▪ Scheduled Meetings

Employment Connection Council – Partner agrees to participate in regular meetings of the Employment Connection Council and its subcommittees.

Employment Connection Site Committees - Partner agrees to participate in regular meetings of a site committee consisting of the partners physically located at a site to coordinate service and resolve problems that may arise during the course of business at the site.

- Cross-Training

All parties agree to provide and participate in cross-training sessions for the Employment Connection Partners to insure that partner program staff physically present at the one-stop are appropriately trained to provide information to customers about the programs, services, and activities available through partner programs.

- Review and Update

All parties agree to review and update this MOU, at minimum, every three years in order to ensure it contains updated information regarding funding, delivery of services, and changes in the signatory official of each party. In addition, all parties agree to review, and if necessary, renegotiate after Local Workforce Development Plans and Regional Workforce Development Plans have been developed.

All parties agree that the Tulare County One-Stop system under WIOA is in the planning and development stage and that all parties agree to participate in the planning and development process through their participation on the Employment Connection Council and partner workgroups. The parties further agree to update this MOU to reflect any updated information regarding the delivery of services developed by the partners.

1. DURATION

The term of this agreement shall be **July 1, 2016 to June 30, 2017**, and shall be binding upon each party hereto upon execution by such party, and shall be automatically renewed thereafter on a year-to-year basis, unless any party gives notice of non-renewal at least thirty (30) days prior to an anniversary date or withdraws from this MOU as permitted in the following paragraph.

2. WITHDRAWAL FROM MOU

The parties understand that implementation of the Employment Connection system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention. This MOU shall remain in effect until terminated in accordance with this paragraph or Paragraph 5. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date and upon completion of any financial and operational commitments.

3. EVALUATION AND REVIEW

In order to provide a vehicle for on-going evaluation, review and discussion of operational issues, the WIB and the Employment Connection Partners agree to meet on a regular basis to discuss issues related to the implementation of this MOU.

4. GREIVANCE AND COMPLAINT RESOLUTION

The Parties hereto shall first attempt to resolve all grievance and complaints informally at the lowest level starting with the site supervisors and staff. If dispute resolution is not accomplished, any party may request a meeting with the One-Stop Operator as the facilitator, to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred by written appeal to

the One-Stop Operator. Those issues not resolved by the One-Stop Operator may be appealed to the WIB, whose decision shall be final. The process for handling grievances and complaints is applicable to customers and partners.

5. MODIFICATION AND ASSIGNMENT

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

This is a federal program under the Workforce Innovation and Opportunity Act. Should the United States Department of Labor or the State of California prescribe rules or regulations, which are unknown at this time, that vary from the terms of this agreement the parties shall each have the right to withdraw from this agreement unless the changes are acceptable to both parties as documented by amendments to this MOU signed by both parties. Should either party be unable to agree with said requirements, they may withdraw in accordance with Paragraph 2 of this document, "WITHDRAWAL FROM MOU".

6. NO JOINT VENTURE

The parties expressly agree that it is not intended in any way that this MOU be interpreted as a legal partnership or legal joint venture between the parties. Neither party hereto will make representations to outside parties that a legal partnership exists or that either party is responsible for the debts or defaults of the other.

7. INDEMNIFICATION PROVISION

Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents and employees from any and all claims, actions and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement, in accordance with Government code Section 895.4. This provision shall survive the term of this agreement.

8. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that each Employment Connection Partner agency is subject to its own policies, procedures, regulations, statutes, and any applicable collective bargaining agreements.

The WIB's Employment Connection Council will work with all Employment Connection Partners in developing policies and procedures for the Tulare County Employment Connection system, in order to avoid inconsistencies with those of each Employment Connection Partner.

9. ASSURANCES OF NON-DISCRIMINATION

The partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or Employment Connection applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The Employment Connection Partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

10. AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. Notwithstanding the use of the terms partners and partnerships in this MOU, I understand that these terms are used only in a colloquial sense. Therefore, both parties to this MOU are independent contractors with respect to one another and agree that there is no legally enforceable partnership, agency or joint venture among or between the parties.

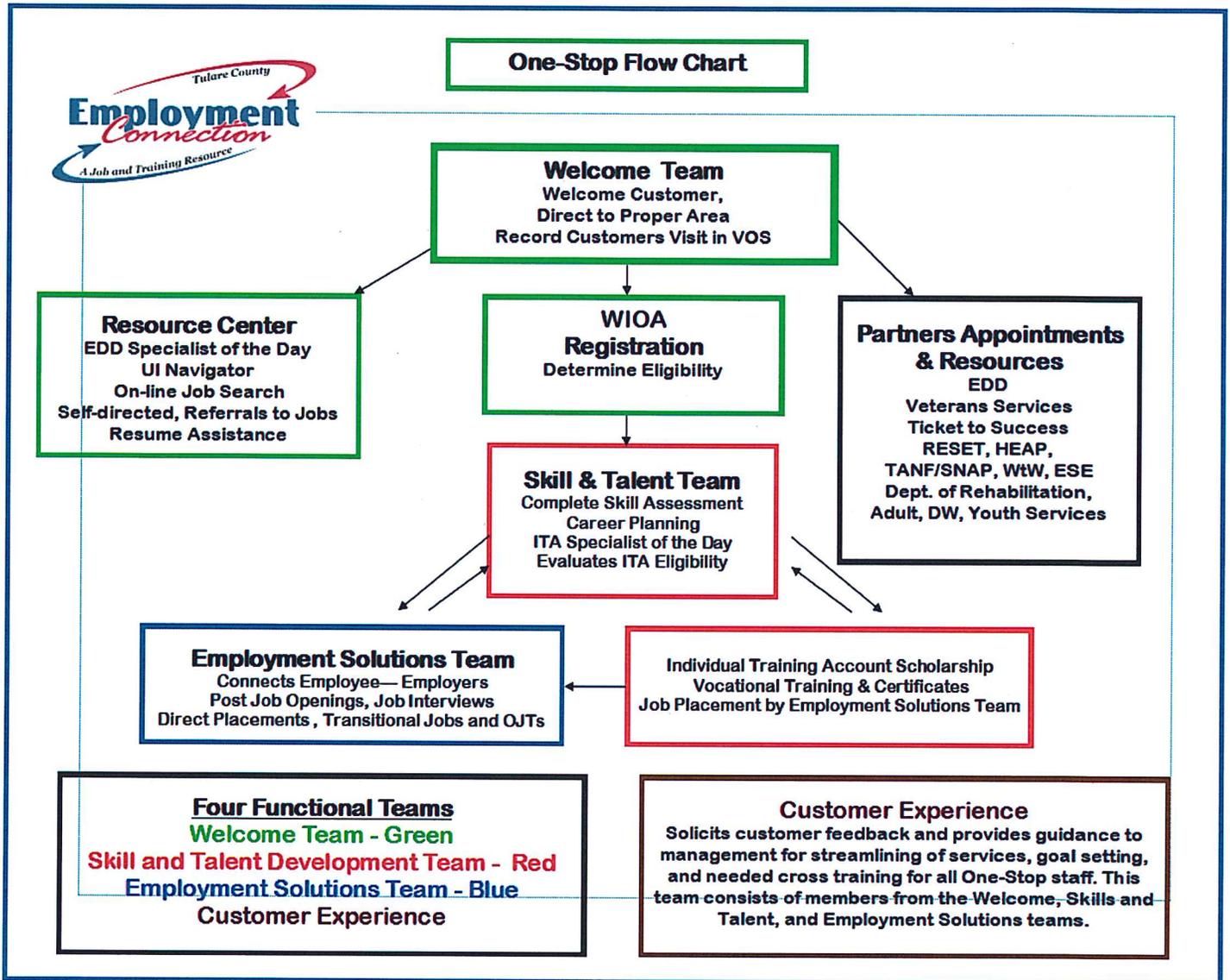
FOR THE **Kern Community College District on Behalf of Porterville College**

Agreed: 
Signature and Date
Thomas Burke, Chief Financial Officer
Print Name and Title

FOR THE **Workforce Investment Board of Tulare County**
309 W. Main St., Ste 120, Visalia, CA 93291

Recommended: Adam Peck
Signature and Date (WIB Executive Director)
Adam Peck, Executive Director
Print Name and Title

Agreed: William DeLain 06/28/16
Signature and Date (Chair, WIB Board of Directors)
William DeLain, Chair, WIB Board of Directors
Print Name and Title



Memorandum of Understanding Employment Connection System of Tulare County

PARTIES: The parties to this Memorandum of Understanding (MOU) are:

Parties:	Workforce Investment Board of Tulare County	Tulare County Health & Human Services Agency
Address:	309 W. Main St., Suite 120 Visalia, CA 93291	5957 S. Mooney Blvd. Visalia, CA 93277
Contact person, title and telephone number:	Adam Peck, Executive Director (559) 713-5200	Juliete Webb, Human Services Director (559) 624-8075
Facsimile number and e-mail address:	(559) 713-5262 apeck@tularewib.org	jwebb@tularehhsa.org

PURPOSE

In order to implement and realize the local plan with the spirit of cooperation and collaboration, this MOU is established between the Workforce Investment Board of Tulare County, hereafter referred to as the “WIB” and the Tulare County One-Stop delivery system signatory partners, hereafter referred to as the “Employment Connection Partners.” This MOU will describe how, through an integrated service delivery system, various funding streams and resources will be used to better serve the mutual customers of businesses and job seekers. The “Tulare County Employment Connection system,” hereafter referred to as “One-Stop” system the will require mutual trust and teamwork between the WIB and all Employment Connection Partners to achieve shared goals.

MISSION/VISION

The Tulare County Employment Connection system mission is to promote employment and business development in Tulare County by providing both businesses and job seekers easily accessible comprehensive services.

The Tulare County Employment Connection system vision is to respectfully offer the community universal access, seamless professional services and workforce information that encourage job creation and skill development. Collaborative service will be provided to maximize effectiveness, while minimizing service duplication.

ONE-STOP SYSTEM OVERVIEW

The Tulare County Employment Connection system endeavors to bring order to the diverse collection of Federal, State and local workforce programs.

Employment Connection Centers are open to all partners required by law; to other key partners designated by the State; and to any organization involved or interested in workforce development that by written agreement with the WIB desires their services made available at an Employment Connection center. At a minimum, the range of programs, funding streams and services of the Employment Connection will meet those services required under WIOA. The system shall have the following components:

1. Integrated Services: A seamless system presented to the customer.

2. Customer Focused: All aspects of service delivery designed with consideration of customer needs and interest.
3. Customer Choice: A system that provides a wide array of useful information to assist the customer in making an informed choice.
4. Customer Access: A system design for universal access with “no wrong door” entrance and single exiting point into integrated services.
5. Community Support: The system will promote and nurture broad-based community support.
6. Performance Driven: The system will establish clearly identified outcomes and methods for measuring achievement.

To negotiate an increasingly complex and demanding labor market, Employment Connection services includes readily accessible, comprehensive information about area employment and educational opportunities as well as customized service delivery. The Employment Connection sites are strategic in upgrading the basic and occupational skills of both incumbent workers and those newly entering the workforce. At the Employment Connections, customers can obtain information about job availability and career educational opportunities. By becoming effective and efficient consumers of career programs and services, customers can make a positive step toward the attainment of better skills, jobs, higher wages, and an improved quality of life.

Offering a highly skilled, motivated workforce is a major consideration for locating and expanding businesses. A strong One-Stop system is a major step in promoting economic development in Tulare County. Doing so, Tulare County is poised to retain and attract high-quality jobs to the area.

The Employment Connection System provides integrated services through its comprehensive Employment Connection One-Stop Centers in Visalia and in Porterville. The Visalia center is centrally located within the county and the Porterville center is in the south-east part of the county. In addition to these locations, basic and individualized career services are provided through affiliate sites in Dinuba and Tulare.

The Employment Connection centers are open to all partners required by the law and to other key partners designated by the State as well as to any organization involved or interested in workforce development that wants to make their services available and accessible at a facility in accordance with a written agreement with the WIB.

The Employment Connection System promotes the integrated service delivery in a safe nurturing and dynamic environment, promoting life-long learning using a demand-driven skill based approach to customer service. An organizational chart for the Employment Connection One-Stop Centers can be found in Attachment C.

The Employment Connection integrated service delivery system has three major components:

1. An integrated customer pool that ensures that all customers are registered;
2. An integrated customer flow that establishes a sequence of demand-driven, skill based, universal services for all One-Stop Center customers; and
3. An integrated staffing approach that provides services to the integrated customer pool as they are served through the adopted, integrated customer flow (see Appendix C for flowchart).

The Employment Connection staff is divided into service delivery teams in order to offer efficient integrated services and high quality customer care: 1) Welcome Team, 2) Skills and Talent Team, 3) Employment Solutions Team, 4) Customer Experience Team

Organizations Submitting To This MOU Agree:

▪ One-Stop Services

To provide the One-Stop services to the target populations outlined in Attachment A - Matrix of Partner Services and Attachment A-1.

▪ Role of the Workforce Investment Board of Tulare County

The WIB, appointed by and in written agreement with the Tulare County Board of Supervisors, is the One-Stop Policy Body responsible for system planning, fiscal responsibility and oversight of the *Tulare County Employment Connection* system. The WIB established the Tulare County Employment Connection Council (ECC) as its advisory body for the One-Stop system. The ECC is a committee of the WIB, composed of One-Stop Partners and chaired by a member of the WIB.

▪ Cost Sharing

Employment Connection Partners agree to pay a proportional share of cost toward the operation and services of the system in accordance with a cost sharing agreement if applicable.

All relevant parties to this MOU agree to share in the operating costs of the One-Stop system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all Employment Connection partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

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- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
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To support the use of these tools, each Employment Connection Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
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- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
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- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to Employment Connection applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The Employment Connection Partner agrees to abide by the current confidentiality provisions of the respective statutes to which Employment Connection operators and other Employment Connection Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The Employment Connection Partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

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▪ Scheduled Meetings

Employment Connection Council – Partner agrees to participate in regular meetings of the Employment Connection Council and its subcommittees.

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- Review and Update

All parties agree to review and update this MOU, at minimum, every three years in order to ensure it contains updated information regarding funding, delivery of services, and changes in the signatory official of each party. In addition, all parties agree to review, and if necessary, renegotiate after Local Workforce Development Plans and Regional Workforce Development Plans have been developed.

All parties agree that the Tulare County One-Stop system under WIOA is in the planning and development stage and that all parties agree to participate in the planning and development process through their participation on the Employment Connection Council and partner workgroups. The parties further agree to update this MOU to reflect any updated information regarding the delivery of services developed by the partners.

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The parties understand that implementation of the Employment Connection system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention. This MOU shall remain in effect until terminated in accordance with this paragraph or Paragraph 5. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date and upon completion of any financial and operational commitments.

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The Parties hereto shall first attempt to resolve all grievance and complaints informally at the lowest level starting with the site supervisors and staff. If dispute resolution is not accomplished, any party may request a meeting with the One-Stop Operator as the facilitator, to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred by written appeal to

the One-Stop Operator. Those issues not resolved by the One-Stop Operator may be appealed to the WIB, whose decision shall be final. The process for handling grievances and complaints is applicable to customers and partners.

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This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

This is a federal program under the Workforce Innovation and Opportunity Act. Should the United States Department of Labor or the State of California prescribe rules or regulations, which are unknown at this time, that vary from the terms of this agreement the parties shall each have the right to withdraw from this agreement unless the changes are acceptable to both parties as documented by amendments to this MOU signed by both parties. Should either party be unable to agree with said requirements, they may withdraw in accordance with Paragraph 2 of this document, "WITHDRAWAL FROM MOU".

6. NO JOINT VENTURE

The parties expressly agree that it is not intended in any way that this MOU be interpreted as a legal partnership or legal joint venture between the parties. Neither party hereto will make representations to outside parties that a legal partnership exists or that either party is responsible for the debts or defaults of the other.

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Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents and employees from any and all claims, actions and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement, in accordance with Government code Section 895.4. This provision shall survive the term of this agreement.

8. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that each Employment Connection Partner agency is subject to its own policies, procedures, regulations, statutes, and any applicable collective bargaining agreements.

The WIB's Employment Connection Council will work with all Employment Connection Partners in developing policies and procedures for the Tulare County Employment Connection system, in order to avoid inconsistencies with those of each Employment Connection Partner.

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The partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or Employment Connection applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The Employment Connection Partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

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The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. Notwithstanding the use of the terms partners and partnerships in this MOU, I understand that these terms are used only in a colloquial sense. Therefore, both parties to this MOU are independent contractors with respect to one another and agree that there is no legally enforceable partnership, agency or joint venture among or between the parties.

FOR THE **Tulare County Health & Human Services Agency**
5957 S. Mooney Blvd. Visalia, Ca., 93277

Agreed: 
Signature and Date
6/21/16
Print Name and Title

FOR THE **Workforce Investment Board of Tulare County**
309 W. Main St., Ste 120, Visalia, CA 93291

Recommended: AL Peck 6/23/16
Signature and Date (WIB Executive Director)

Adam Peck, Executive Director
Print Name and Title

Agreed: 
Signature and Date (Chair, WIB Board of Directors)

William DeLain, Chair, WIB Board of Directors
Print Name and Title

Tulare County Health and Human Services Agency-TulareWORKS will be an active partner in providing essential resources and services to children, individuals, and families experiencing financial hardship, life crises, or barriers to employment. Additionally, TulareWORKS will continue to partner with community organizations in an effort to minimize employment barriers, provide job skills training, and facilitate additional support services.

TulareWORKS will initiate a pilot to assess the level of need for services available through TulareWORKS and Employment Connection (One Stops). The pilot will consist of assigning a TulareWORKS staff person on a part time basis to the Poterville and Visalia One Stop locations. The level of staffing will depend on foot traffic. TulareWORKS will work with Workforce Investment Board staff to ensure connectivity needs with the One-Stops are met. This can include installing specific equipment or software as/if needed.

TulareWORKS will ensure direct phone access to our staff to answer questions and provide information about the services we offer.

TulareWORKS will provide training to one stop staff about the services we offer including the benefitscalwin.org website that the community can use to apply for services.

It is anticipated that customers will receive information and apply for those services available through TulareWORKS which includes:

- **CAIWORKS:** The CAIWORKS (California Work Opportunity and Responsibility to Kids) program provides temporary cash assistance to eligible families with children to help pay for necessities like clothing, housing, and food.
- **Employment Services:** If you are unemployed and receiving benefits through CAIWORKS, the Employment Services Program (Welfare-to-Work) will provide job training and assist you in seeking employment.
- **CalFresh;** provides monthly benefits that help eligible low-income households buy healthy and nutritious food.
- **Medi-Cal:** Receiving medical care is important for everyone. Medi-Cal is California's Medicaid health care program, which pays for a variety of medical services for eligible children and adults with low income.
- **Housing Support Program:** Intended to assist homeless CAIWORKS participants into rental housing.
- **CAIWORKS Homeless Program:** A once in a lifetime program that will assist with temporary and permanent housing for CAIWORKS participants.
- **Family Stabilization Program:** Provides assistance to CAIWORKS participants that have barriers such as Mental Health, AOD, Domestic Abuse and Life Skills.
- **CalLearn:** Assist CAIWORKS recipients under the age of 19 and have not obtained a High School Diploma or equivalent and resides with a child in the AU or pregnant.

Memorandum of Understanding Employment Connection System of Tulare County

PARTIES: The parties to this Memorandum of Understanding (MOU) are:

Parties:	Workforce Investment Board of Tulare County	State of CA, Department of Rehabilitation – San Joaquin Valley District
Address:	309 W. Main St., Suite 120 Visalia, CA 93291	2550 Mariposa Mall, Room 2000 Fresno CA 93721-2270
Contact person, title and telephone number:	Adam Peck, Executive Director (559) 713-5200	Aracelli Holland, District Administrator (559) 445-6011
Facsimile number and e-mail address:	(559) 713-5262 apeck@tularewib.org	

PURPOSE

In order to implement and realize the local plan with the spirit of cooperation and collaboration, this MOU is established between the Workforce Investment Board of Tulare County, hereafter referred to as the “WIB” and the Tulare County One-Stop delivery system signatory partners, hereafter referred to as the “Employment Connection Partners.” This MOU will describe how, through an integrated service delivery system, various funding streams and resources will be used to better serve the mutual customers of businesses and job seekers. The “Tulare County Employment Connection system,” hereafter referred to as “One-Stop” system the will require mutual trust and teamwork between the WIB and all Employment Connection Partners to achieve shared goals.

MISSION/VISION

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The Tulare County Employment Connection system vision is to respectfully offer the community universal access, seamless professional services and workforce information that encourage job creation and skill development. Collaborative service will be provided to maximize effectiveness, while minimizing service duplication.

ONE-STOP SYSTEM OVERVIEW

The Tulare County Employment Connection system endeavors to bring order to the diverse collection of Federal, State and local workforce programs.

Employment Connection Centers are open to all partners required by law; to other key partners designated by the State; and to any organization involved or interested in workforce development that by written agreement with the WIB desires their services made available at an Employment Connection center. At a minimum, the range of programs, funding streams and services of the Employment Connection will meet those services required under WIOA. The system shall have the following components:

1. Integrated Services: A seamless system presented to the customer.
2. Customer Focused: All aspects of service delivery designed with consideration of customer needs and interest.
3. Customer Choice: A system that provides a wide array of useful information to assist the customer in making an informed choice.
4. Customer Access: A system design for universal access with “no wrong door” entrance and single exiting point into integrated services.
5. Community Support: The system will promote and nurture broad-based community support.
6. Performance Driven: The system will establish clearly identified outcomes and methods for measuring achievement.

To negotiate an increasingly complex and demanding labor market, Employment Connection services includes readily accessible, comprehensive information about area employment and educational opportunities as well as customized service delivery. The Employment Connection sites are strategic in upgrading the basic and occupational skills of both incumbent workers and those newly entering the workforce. At the Employment Connections, customers can obtain information about job availability and career educational opportunities. By becoming effective and efficient consumers of career programs and services, customers can make a positive step toward the attainment of better skills, jobs, higher wages, and an improved quality of life.

Offering a highly skilled, motivated workforce is a major consideration for locating and expanding businesses. A strong One-Stop system is a major step in promoting economic development in Tulare County. Doing so, Tulare County is poised to retain and attract high-quality jobs to the area.

The Employment Connection System provides integrated services through its comprehensive Employment Connection One-Stop Centers in Visalia and in Porterville. The Visalia center is centrally located within the county and the Porterville center is in the south-east part of the county. In addition to these locations, basic and individualized career services are provided through affiliate sites in Dinuba and Tulare.

The Employment Connection centers are open to all partners required by the law and to other key partners designated by the State as well as to any organization involved or interested in workforce development that wants to make their services available and accessible at a facility in accordance with a written agreement with the WIB.

The Employment Connection System promotes the integrated service delivery in a safe nurturing and dynamic environment, promoting life-long learning using a demand-driven skill based approach to customer service. An organizational chart for the Employment Connection One-Stop Centers can be found in Attachment C.

The Employment Connection integrated service delivery system has three major components:

1. An integrated customer pool that ensures that all customers are registered;
2. An integrated customer flow that establishes a sequence of demand-driven, skill based, universal services for all One-Stop Center customers; and
3. An integrated staffing approach that provides services to the integrated customer pool as they are served through the adopted, integrated customer flow (see Appendix C for flowchart).

The Employment Connection staff is divided into service delivery teams in order to offer efficient integrated services and high quality customer care: 1) Welcome Team, 2) Skills and Talent Team, 3) Employment Solutions Team, 4) Customer Experience Team

Organizations Submitting To This MOU Agree:

▪ One-Stop Services

To provide the One-Stop services to the target populations outlined in Attachment A - Matrix of Partner Services.

▪ Role of the Workforce Investment Board of Tulare County

The WIB, appointed by and in written agreement with the Tulare County Board of Supervisors, is the One-Stop Policy Body responsible for system planning, fiscal responsibility and oversight of the *Tulare County Employment Connection* system. The WIB established the Tulare County Employment Connection Council (ECC) as its advisory body for the One-Stop system. The ECC is a committee of the WIB, composed of One-Stop Partners and chaired by a member of the WIB.

▪ Cost Sharing

Employment Connection Partners agree to pay a proportional share of cost toward the operation and services of the system in accordance with a cost sharing agreement if applicable.

All relevant parties to this MOU agree to share in the operating costs of the One-Stop system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all Employment Connection partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

Employment Connection partners 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 a separate Cost Sharing Agreement that will be attached to this MOU if applicable.

Each partner agrees to negotiate and implement a cost sharing plan by December 31, 2017 if applicable.

▪ Methods for Referring Customers

The Employment Connection Partner is committed to mutually implement processes for the referral of customers to services not provided on-site. The partners mutually agree that the process for referral will include the following:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding Employment Connection programs, services, activities and resources shall be made available to all customers as appropriate.
- Each Employment Connection Partner will provide a direct link or access to other Employment Connection Partner staff that can provide meaningful information or service, through the use of co-location, cross-training of Employment Connection staff, or real-time technology (two way communication and interaction with Employment Connection Partners that results in services needed by the customer).

▪ Access for Individuals with Barriers to Employment

The term Barriers to Employment is defined as characteristics that may hinder an individual's hiring, promotion or participation in the labor force. Some examples of individuals who may face barriers to employment include: single parents, women, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, certain veterans, ethnic minorities, and those with limited English speaking ability or a criminal record or with a lack of education, work experience, credential, child care arrangements, transportation or alternative working parents.

The Employment Connection Partners are committed to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

Each Employment Connection Partner will ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

▪ Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection.

To support the use of these tools, each Employment Connection Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the Employment Connection customers or partners (e.g., applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

▪ Confidentiality

The Employment Connection Partner agrees to comply with the provisions of WIOA regulations that state privacy and confidentiality must be maintained consistent with applicable federal, state, and local privacy and confidentiality laws including section 10850 of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, Health and Insurance Portability and Accountability Act of 1996 (HIPPA) Family Educational Rights and Privacy Act (FERPA) requirements and all other State and Federal laws, statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to Employment Connection applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The Employment Connection Partner agrees to abide by the current confidentiality provisions of the respective statutes to which Employment Connection operators and other Employment Connection Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The Employment Connection Partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

▪ American's with Disabilities Act and Amendments Compliance

The Employment Connection Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the Employment Connection are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

▪ Supervision/Day to Day Operations

The day-to-day supervision of staff assigned to the Employment Connection Center will be the responsibility of the site supervisor(s) of the partner agency. The employer of staff assigned to the Employment Connection Centers will continue to set the priorities for their staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The office hours for the staff at the Employment Connection Centers will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will coordinate their holiday schedule with the One-Stop Operator at the beginning of each fiscal year.

Disciplinary actions for staff assigned to the Employment Connection Center are the sole responsibility of the partner agency. Disciplinary concerns from one partner about any other partner shall be coordinated through the One-Stop Operator. In addition to any disciplinary action by the

employing partner, serious offenses by any partner may result in removal of co-located staff from the Employment Connection Center.

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

- Scheduled Meetings

Employment Connection Council – Partner agrees to participate in regular meetings of the Employment Connection Council and its subcommittees.

Employment Connection Site Committees - Partner agrees to participate in regular meetings of a site committee consisting of the partners physically located at a site to coordinate service and resolve problems that may arise during the course of business at the site.

- Press Releases and Communications

All relevant parties shall be copied when communicating with the press, television, radio or any other form of media regarding the operation of the Employment Connection Center. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other parties, each party shall make specific reference to the Employment Connection as the identifier for all services provided by the Employment Connection partner agencies in all communications.

The parties agree to utilize the Employment Connection logo and America's Job Center of California (AJCC) logo developed by the State of California on buildings identified for Employment Connection/AJCC usage. This could also include letterhead, envelopes, business cards, any written correspondence and fax transmittals.

- Facility Use

During the term of this MOU, WIB may allow Employment Connection Partners to utilize space at one or more Employment Connection facilities under its control for the sole purpose of conducting acceptable One-Stop services as outlined herein. This permission would be subject to availability of space and any legal or contractual limitations on the use of said Employment Connection locations, as well as WIB's discretion. WIB reserves the right to request additional proof of insurance, waivers, or indemnification with respect to an Employment Connection Partner's use of the facilities.

If an Employment Connection Partner's use of One-Stop facilities is more than incidental, the Employment Connection Partners agree to reimburse WIB for costs associated with that partner's use, as determined by WIB.

- Cross-Training

All parties agree to provide and participate in cross-training sessions for the Employment Connection Partners to insure that partner program staff physically present at the one-stop are appropriately trained to provide information to customers about the programs, services, and activities available through partner programs.

- Review and Update

All parties agree to review and update this MOU, at minimum, every three years in order to ensure it contains updated information regarding funding, delivery of services, and changes in the signatory official of each party. In addition, all parties agree to review, and if necessary, renegotiate after Local Workforce Development Plans and Regional Workforce Development Plans have been developed.

All parties agree that the Tulare County One-Stop system under WIOA is in the planning and development stage and that all parties agree to participate in the planning and development process through their participation on the Employment Connection Council and partner workgroups. The parties further agree to update this MOU to reflect any updated information regarding the delivery of services developed by the partners.

1. DURATION

The term of this agreement shall be **July 1, 2016 to June 30, 2017**, and shall be binding upon each party hereto upon execution by such party, and shall be automatically renewed thereafter on a year-to-year basis, unless any party gives notice of non-renewal at least thirty (30) days prior to an anniversary date or withdraws from this MOU as permitted in the following paragraph.

2. WITHDRAWAL FROM MOU

The parties understand that implementation of the Employment Connection system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention. This MOU shall remain in effect until terminated in accordance with this paragraph or Paragraph 5. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date and upon completion of any financial and operational commitments.

3. EVALUATION AND REVIEW

In order to provide a vehicle for on-going evaluation, review and discussion of operational issues, the WIB and the Employment Connection Partners agree to meet on a regular basis to discuss issues related to the implementation of this MOU.

4. GREIVANCE AND COMPLAINT RESOLUTION

The Parties hereto shall first attempt to resolve all grievance and complaints informally at the lowest level starting with the site supervisors and staff. If dispute resolution is not accomplished, any party may request a meeting with the One-Stop Operator as the facilitator, to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred by written appeal to the One-Stop Operator. Those issues not resolved by the One-Stop Operator may be appealed to the WIB, whose decision shall be final. The process for handling grievances and complaints is applicable to customers and partners.

5. MODIFICATION AND ASSIGNMENT

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

10. AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. Notwithstanding the use of the terms partners and partnerships in this MOU, I understand that these terms are used only in a colloquial sense. Therefore, both parties to this MOU are independent contractors with respect to one another and agree that there is no legally enforceable partnership, agency or joint venture among or between the parties.

FOR THE State of California, Department of Rehabilitation

Agreed: Araceli Holland
Signature and Date

Araceli Holland, District Administrator
Print Name and Title *San Joaquin Valley District*

FOR THE **Workforce Investment Board of Tulare County**
309 W. Main St., Ste 120, Visalia, CA 93291

Recommended: Ad Peck 6/23/16
Signature and Date (WIB Executive Director)

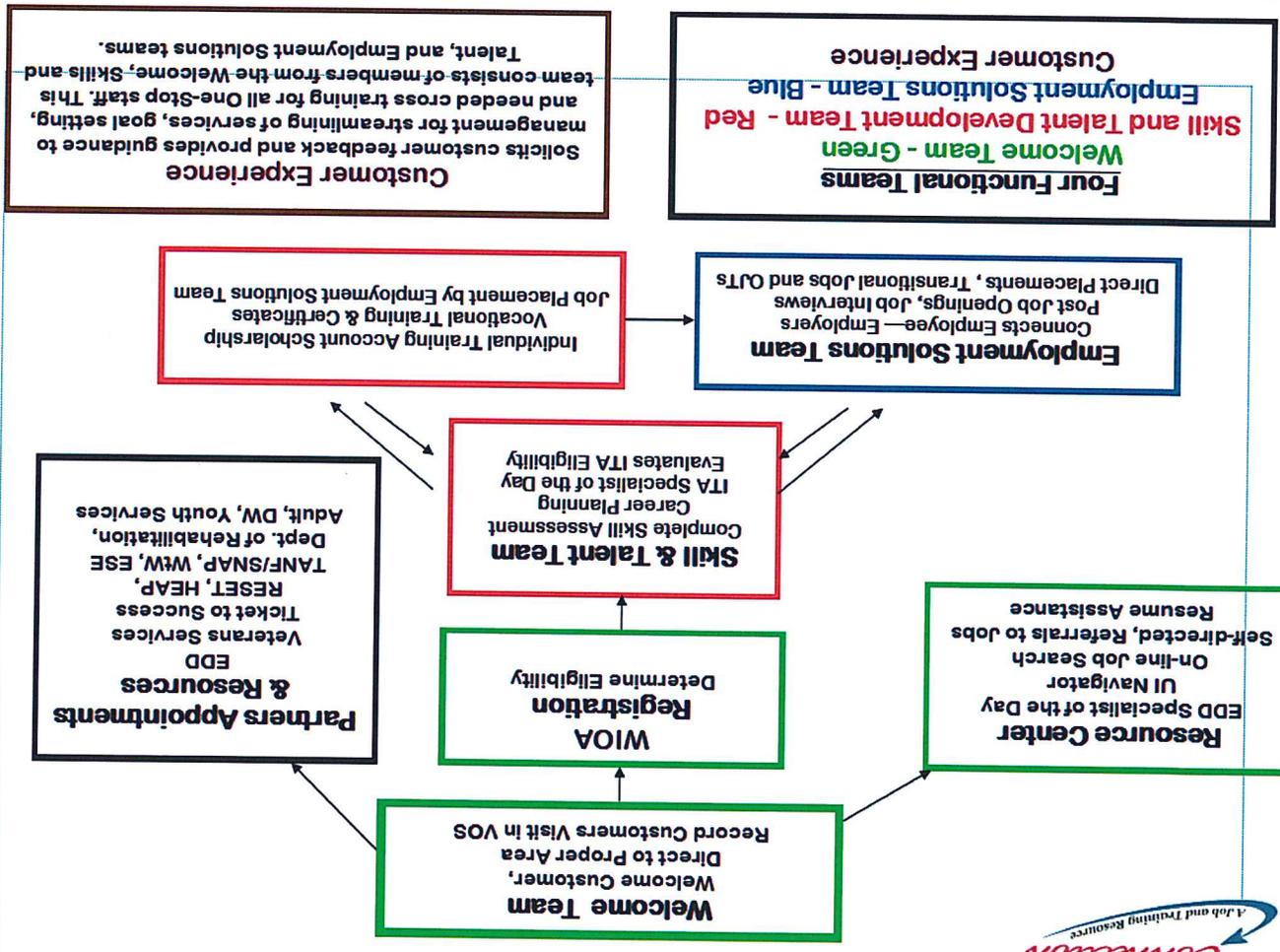
Adam Peck, Executive Director
Print Name and Title

Agreed: William DeLain 06/28/16
Signature and Date (Chair, WIB Board of Directors)

William DeLain, Chair, WIB Board of Directors
Print Name and Title



One-Stop Flow Chart



Memorandum of Understanding Employment Connection System of Tulare County

PARTIES: The parties to this Memorandum of Understanding (MOU) are:

Parties:	Workforce Investment Board of Tulare County	Job Corps
Address:	309 W. Main St., Suite 120 Visalia, CA 93291	1330 Broadway, Suite 705 Oakland, CA 94612
Contact person, title and telephone number:	Adam Peck, Executive Director (559) 713-5200	Naya Gordon, Project Director (510) 832-2549
Facsimile number and e-mail address:	(559) 713-5262 apeck@tularewib.org	Gordon.naya@jobcorps.org

PURPOSE

In order to implement and realize the local plan with the spirit of cooperation and collaboration, this MOU is established between the Workforce Investment Board of Tulare County, hereafter referred to as the “WIB” and the Tulare County One-Stop delivery system signatory partners, hereafter referred to as the “Employment Connection Partners.” This MOU will describe how, through an integrated service delivery system, various funding streams and resources will be used to better serve the mutual customers of businesses and job seekers. The “Tulare County Employment Connection system,” hereafter referred to as “One-Stop” system the will require mutual trust and teamwork between the WIB and all Employment Connection Partners to achieve shared goals.

MISSION/VISION

The Tulare County Employment Connection system mission is to promote employment and business development in Tulare County by providing both businesses and job seekers easily accessible comprehensive services.

The Tulare County Employment Connection system vision is to respectfully offer the community universal access, seamless professional services and workforce information that encourage job creation and skill development. Collaborative service will be provided to maximize effectiveness, while minimizing service duplication.

ONE-STOP SYSTEM OVERVIEW

The Tulare County Employment Connection system endeavors to bring order to the diverse collection of Federal, State and local workforce programs.

Employment Connection Centers are open to all partners required by law; to other key partners designated by the State; and to any organization involved or interested in workforce development that by written agreement with the WIB desires their services made available at an Employment Connection center. At a minimum, the range of programs, funding streams and services of the Employment Connection will meet those services required under WIOA. The system shall have the following components:

1. **Integrated Services:** A seamless system presented to the customer.

2. Customer Focused: All aspects of service delivery designed with consideration of customer needs and interest.
3. Customer Choice: A system that provides a wide array of useful information to assist the customer in making an informed choice.
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To negotiate an increasingly complex and demanding labor market, Employment Connection services includes readily accessible, comprehensive information about area employment and educational opportunities as well as customized service delivery. The Employment Connection sites are strategic in upgrading the basic and occupational skills of both incumbent workers and those newly entering the workforce. At the Employment Connections, customers can obtain information about job availability and career educational opportunities. By becoming effective and efficient consumers of career programs and services, customers can make a positive step toward the attainment of better skills, jobs, higher wages, and an improved quality of life.

Offering a highly skilled, motivated workforce is a major consideration for locating and expanding businesses. A strong One-Stop system is a major step in promoting economic development in Tulare County. Doing so, Tulare County is poised to retain and attract high-quality jobs to the area.

The Employment Connection System provides integrated services through its comprehensive Employment Connection One-Stop Centers in Visalia and in Porterville. The Visalia center is centrally located within the county and the Porterville center is in the south-east part of the county. In addition to these locations, basic and individualized career services are provided through affiliate sites in Dinuba and Tulare.

The Employment Connection centers are open to all partners required by the law and to other key partners designated by the State as well as to any organization involved or interested in workforce development that wants to make their services available and accessible at a facility in accordance with a written agreement with the WIB.

The Employment Connection System promotes the integrated service delivery in a safe nurturing and dynamic environment, promoting life-long learning using a demand-driven skill based approach to customer service. An organizational chart for the Employment Connection One-Stop Centers can be found in Attachment C.

The Employment Connection integrated service delivery system has three major components:

1. An integrated customer pool that ensures that all customers are registered;
2. An integrated customer flow that establishes a sequence of demand-driven, skill based, universal services for all One-Stop Center customers; and
3. An integrated staffing approach that provides services to the integrated customer pool as they are served through the adopted, integrated customer flow (see Appendix C for flowchart).

The Employment Connection staff is divided into service delivery teams in order to offer efficient integrated services and high quality customer care: 1) Welcome Team, 2) Skills and Talent Team, 3) Employment Solutions Team, 4) Customer Experience Team

Organizations Submitting To This MOU Agree:

▪ One-Stop Services

To provide the One-Stop services to the target populations outlined in Attachment A - Matrix of Partner Services.

▪ Role of the Workforce Investment Board of Tulare County

The WIB, appointed by and in written agreement with the Tulare County Board of Supervisors, is the One-Stop Policy Body responsible for system planning, fiscal responsibility and oversight of the *Tulare County Employment Connection* system. The WIB established the Tulare County Employment Connection Council (ECC) as its advisory body for the One-Stop system. The ECC is a committee of the WIB, composed of One-Stop Partners and chaired by a member of the WIB.

▪ Cost Sharing

Employment Connection Partners agree to pay a proportional share of cost toward the operation and services of the system in accordance with a cost sharing agreement if applicable.

All relevant parties to this MOU agree to share in the operating costs of the One-Stop system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all Employment Connection partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

Employment Connection partners 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 a separate Cost Sharing Agreement that will be attached to this MOU if applicable.

Each partner agrees to negotiate and implement a cost sharing plan by December 31, 2017 if applicable.

▪ Methods for Referring Customers

The Employment Connection Partner is committed to mutually implement processes for the referral of customers to services not provided on-site. The partners mutually agree that the process for referral will include the following:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding Employment Connection programs, services, activities and resources shall be made available to all customers as appropriate.
- Each Employment Connection Partner will provide a direct link or access to other Employment Connection Partner staff that can provide meaningful information or service, through the use of co-location, cross-training of Employment Connection staff, or real-time technology (two way communication and interaction with Employment Connection Partners that results in services needed by the customer.

▪ Access for Individuals with Barriers to Employment

The term Barriers to Employment is defined as characteristics that may hinder an individual's hiring, promotion or participation in the labor force. Some examples of individuals who may face barriers to employment include: single parents, women, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, certain veterans, ethnic minorities, and those with limited English speaking ability or a criminal record or with a lack of education, work experience, credential, child care arrangements, transportation or alternative working parents.

The Employment Connection Partners are committed to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

Each Employment Connection Partner will ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

▪ Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection.

To support the use of these tools, each Employment Connection Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the Employment Connection customers or partners (e.g., applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

▪ Confidentiality

The Employment Connection Partner agrees to comply with the provisions of WIOA regulations that state privacy and confidentiality must be maintained consistent with applicable federal, state, and local privacy and confidentiality laws including section 10850 of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, Health and Insurance Portability and Accountability Act of 1996 (HIPPA) Family Educational Rights and Privacy Act (FERPA) requirements and all other State and Federal laws, statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to Employment Connection applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The Employment Connection Partner agrees to abide by the current confidentiality provisions of the respective statutes to which Employment Connection operators and other Employment Connection Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The Employment Connection Partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

▪ American's with Disabilities Act and Amendments Compliance

The Employment Connection Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the Employment Connection are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

▪ Scheduled Meetings

Employment Connection Council – Partner agrees to participate in regular meetings of the Employment Connection Council and its subcommittees.

Employment Connection Site Committees - Partner agrees to participate in regular meetings of a site committee consisting of the partners physically located at a site to coordinate service and resolve problems that may arise during the course of business at the site.

Cross-Training

All parties agree to provide and participate in cross-training sessions for the Employment Connection Partners to insure that partner program staff physically present at the one-stop are appropriately trained to provide information to customers about the programs, services, and activities available through partner programs.

▪ Review and Update

All parties agree to review and update this MOU, at minimum, every three years in order to ensure it contains updated information regarding funding, delivery of services, and changes in the signatory official of each party. In addition, all parties agree to review, and if necessary, renegotiate after Local Workforce Development Plans and Regional Workforce Development Plans have been developed.

All parties agree that the Tulare County One-Stop system under WIOA is in the planning and development stage and that all parties agree to participate in the planning and development process through their participation on the Employment Connection Council and partner workgroups. The parties further agree to update this MOU to reflect any updated information regarding the delivery of services developed by the partners.

1. DURATION

The term of this agreement shall be **July 1, 2016 to June 30, 2017**, and shall be binding upon each party hereto upon execution by such party, and shall be automatically renewed thereafter on a year-to-year basis, unless any party gives notice of non-renewal at least thirty (30) days prior to an anniversary date or withdraws from this MOU as permitted in the following paragraph.

2. WITHDRAWAL FROM MOU

The parties understand that implementation of the Employment Connection system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention. This MOU shall remain in effect until terminated in accordance with this paragraph or Paragraph 5. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date and upon completion of any financial and operational commitments.

3. EVALUATION AND REVIEW

In order to provide a vehicle for on-going evaluation, review and discussion of operational issues, the WIB and the Employment Connection Partners agree to meet on a regular basis to discuss issues related to the implementation of this MOU.

4. GREIVANCE AND COMPLAINT RESOLUTION

The Parties hereto shall first attempt to resolve all grievance and complaints informally at the lowest level starting with the site supervisors and staff. If dispute resolution is not accomplished, any party may request a meeting with the One-Stop Operator as the facilitator, to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred by written appeal to

the One-Stop Operator. Those issues not resolved by the One-Stop Operator may be appealed to the WIB, whose decision shall be final. The process for handling grievances and complaints is applicable to customers and partners.

5. MODIFICATION AND ASSIGNMENT

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

This is a federal program under the Workforce Innovation and Opportunity Act. Should the United States Department of Labor or the State of California prescribe rules or regulations, which are unknown at this time, that vary from the terms of this agreement the parties shall each have the right to withdraw from this agreement unless the changes are acceptable to both parties as documented by amendments to this MOU signed by both parties. Should either party be unable to agree with said requirements, they may withdraw in accordance with Paragraph 2 of this document, "WITHDRAWAL FROM MOU".

6. NO JOINT VENTURE

The parties expressly agree that it is not intended in any way that this MOU be interpreted as a legal partnership or legal joint venture between the parties. Neither party hereto will make representations to outside parties that a legal partnership exists or that either party is responsible for the debts or defaults of the other.

7. INDEMNIFICATION PROVISION

Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents and employees from any and all claims, actions and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement, in accordance with Government code Section 895.4. This provision shall survive the term of this agreement.

8. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that each Employment Connection Partner agency is subject to its own policies, procedures, regulations, statutes, and any applicable collective bargaining agreements.

The WIB's Employment Connection Council will work with all Employment Connection Partners in developing policies and procedures for the Tulare County Employment Connection system, in order to avoid inconsistencies with those of each Employment Connection Partner.

9. ASSURANCES OF NON-DISCRIMINATION

The partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or Employment Connection applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The Employment Connection Partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

10. AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. Notwithstanding the use of the terms partners and partnerships in this MOU, I understand that these terms are used only in a colloquial sense. Therefore, both parties to this MOU are independent contractors with respect to one another and agree that there is no legally enforceable partnership, agency or joint venture among or between the parties.

FOR THE **Job Corps**

Agreed:

 6/15/16

Signature and Date

Naya Gordon, Project Director

Print Name and Title

FOR THE **Workforce Investment Board of Tulare County**
309 W. Main St., Ste 120, Visalia, CA 93291

Recommended:

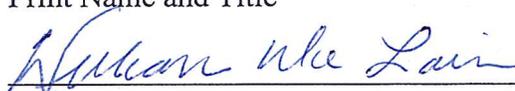
 6/23/16

Signature and Date (WIB Executive Director)

Adam Peck, Executive Director

Print Name and Title

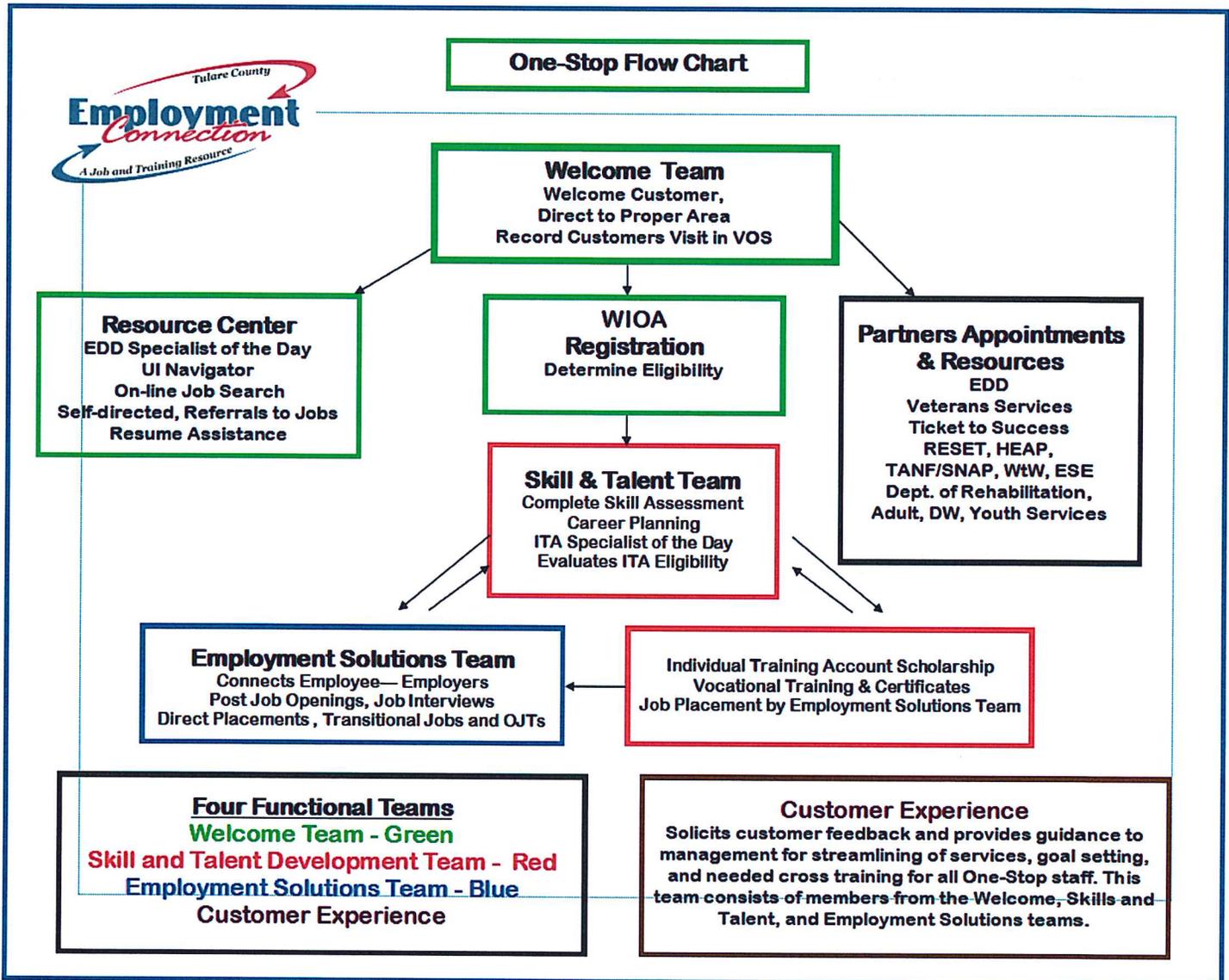
Agreed:

 06/28/16

Signature and Date (Chair, WIB Board of Directors)

William DeLain, Chair, WIB Board of Directors

Print Name and Title



Memorandum of Understanding Employment Connection System of Tulare County

PARTIES: The parties to this Memorandum of Understanding (MOU) are:

Parties:	Workforce Investment Board of Tulare County	Tule River Indian Tribe of California
Address:	309 W. Main St., Suite 120 Visalia, CA 93291	PO Box 589 Porterville, CA 93258
Contact person, title and telephone number:	Adam Peck, Executive Director (559) 713-5200	Teri Dobson, WIOA Director (559) 853-6092
Facsimile number and e-mail address:	(559) 713-5262 apeck@tularewib.org	teri.dobson@tulerivertribe- nsn.gov

PURPOSE

In order to implement and realize the local plan with the spirit of cooperation and collaboration, this MOU is established between the Workforce Investment Board of Tulare County, hereafter referred to as the “WIB” and the Tulare County One-Stop delivery system signatory partners, hereafter referred to as the “Employment Connection Partners.” This MOU will describe how, through an integrated service delivery system, various funding streams and resources will be used to better serve the mutual customers of businesses and job seekers. The “Tulare County Employment Connection system,” hereafter referred to as “One-Stop” system the will require mutual trust and teamwork between the WIB and all Employment Connection Partners to achieve shared goals.

MISSION/VISION

The Tulare County Employment Connection system mission is to promote employment and business development in Tulare County by providing both businesses and job seekers easily accessible comprehensive services.

The Tulare County Employment Connection system vision is to respectfully offer the community universal access, seamless professional services and workforce information that encourage job creation and skill development. Collaborative service will be provided to maximize effectiveness, while minimizing service duplication.

ONE-STOP SYSTEM OVERVIEW

The Tulare County Employment Connection system endeavors to bring order to the diverse collection of Federal, State and local workforce programs.

Employment Connection Centers are open to all partners required by law; to other key partners designated by the State; and to any organization involved or interested in workforce development that by written agreement with the WIB desires their services made available at an Employment Connection center. At a minimum, the range of programs, funding streams and services of the Employment Connection will meet those services required under WIOA. The system shall have the following components:

1. Integrated Services: A seamless system presented to the customer.

2. Customer Focused: All aspects of service delivery designed with consideration of customer needs and interest.
3. Customer Choice: A system that provides a wide array of useful information to assist the customer in making an informed choice.
4. Customer Access: A system design for universal access with “no wrong door” entrance and single exiting point into integrated services.
5. Community Support: The system will promote and nurture broad-based community support.
6. Performance Driven: The system will establish clearly identified outcomes and methods for measuring achievement.

To negotiate an increasingly complex and demanding labor market, Employment Connection services includes readily accessible, comprehensive information about area employment and educational opportunities as well as customized service delivery. The Employment Connection sites are strategic in upgrading the basic and occupational skills of both incumbent workers and those newly entering the workforce. At the Employment Connections, customers can obtain information about job availability and career educational opportunities. By becoming effective and efficient consumers of career programs and services, customers can make a positive step toward the attainment of better skills, jobs, higher wages, and an improved quality of life.

Offering a highly skilled, motivated workforce is a major consideration for locating and expanding businesses. A strong One-Stop system is a major step in promoting economic development in Tulare County. Doing so, Tulare County is poised to retain and attract high-quality jobs to the area.

The Employment Connection System provides integrated services through its comprehensive Employment Connection One-Stop Centers in Visalia and in Porterville. The Visalia center is centrally located within the county and the Porterville center is in the south-east part of the county. In addition to these locations, basic and individualized career services are provided through affiliate sites in Dinuba and Tulare.

The Employment Connection centers are open to all partners required by the law and to other key partners designated by the State as well as to any organization involved or interested in workforce development that wants to make their services available and accessible at a facility in accordance with a written agreement with the WIB.

The Employment Connection System promotes the integrated service delivery in a safe nurturing and dynamic environment, promoting life-long learning using a demand-driven skill based approach to customer service. An organizational chart for the Employment Connection One-Stop Centers can be found in Attachment C.

The Employment Connection integrated service delivery system has three major components:

1. An integrated customer pool that ensures that all customers are registered;
2. An integrated customer flow that establishes a sequence of demand-driven, skill based, universal services for all One-Stop Center customers; and
3. An integrated staffing approach that provides services to the integrated customer pool as they are served through the adopted, integrated customer flow (see Appendix C for flowchart).

The Employment Connection staff is divided into service delivery teams in order to offer efficient integrated services and high quality customer care: 1) Welcome Team, 2) Skills and Talent Team, 3) Employment Solutions Team, 4) Customer Experience Team

Organizations Submitting To This MOU Agree:

▪ One-Stop Services

To provide the One-Stop services to the target populations outlined in Attachment A - Matrix of Partner Services.

▪ Role of the Workforce Investment Board of Tulare County

The WIB, appointed by and in written agreement with the Tulare County Board of Supervisors, is the One-Stop Policy Body responsible for system planning, fiscal responsibility and oversight of the *Tulare County Employment Connection* system. The WIB established the Tulare County Employment Connection Council (ECC) as its advisory body for the One-Stop system. The ECC is a committee of the WIB, composed of One-Stop Partners and chaired by a member of the WIB.

▪ Cost Sharing

Employment Connection Partners agree to pay a proportional share of cost toward the operation and services of the system in accordance with a cost sharing agreement if applicable.

All relevant parties to this MOU agree to share in the operating costs of the One-Stop system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all Employment Connection partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

Employment Connection partners 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 a separate Cost Sharing Agreement that will be attached to this MOU if applicable.

Each partner agrees to negotiate and implement a cost sharing plan by December 31, 2017 if applicable.

▪ Methods for Referring Customers

The Employment Connection Partner is committed to mutually implement processes for the referral of customers to services not provided on-site. The partners mutually agree that the process for referral will include the following:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding Employment Connection programs, services, activities and resources shall be made available to all customers as appropriate.
- Each Employment Connection Partner will provide a direct link or access to other Employment Connection Partner staff that can provide meaningful information or service, through the use of co-location, cross-training of Employment Connection staff, or real-time technology (two way communication and interaction with Employment Connection Partners that results in services needed by the customer.

▪ Access for Individuals with Barriers to Employment

The term Barriers to Employment is defined as characteristics that may hinder an individual's hiring, promotion or participation in the labor force. Some examples of individuals who may face barriers to employment include: single parents, women, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, certain veterans, ethnic minorities, and those with limited English speaking ability or a criminal record or with a lack of education, work experience, credential, child care arrangements, transportation or alternative working parents.

The Employment Connection Partners are committed to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

Each Employment Connection Partner will ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

▪ Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection.

To support the use of these tools, each Employment Connection Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the Employment Connection customers or partners (e.g., applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

▪ Confidentiality

The Employment Connection Partner agrees to comply with the provisions of WIOA regulations that state privacy and confidentiality must be maintained consistent with applicable federal, state, and local privacy and confidentiality laws including section 10850 of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, Health and Insurance Portability and Accountability Act of 1996 (HIPPA) Family Educational Rights and Privacy Act (FERPA) requirements and all other State and Federal laws, statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to Employment Connection applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The Employment Connection Partner agrees to abide by the current confidentiality provisions of the respective statutes to which Employment Connection operators and other Employment Connection Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The Employment Connection Partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

▪ American's with Disabilities Act and Amendments Compliance

The Employment Connection Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the Employment Connection are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

▪ Scheduled Meetings

Employment Connection Council – Partner agrees to participate in regular meetings of the Employment Connection Council and its subcommittees.

Employment Connection Site Committees - Partner agrees to participate in regular meetings of a site committee consisting of the partners physically located at a site to coordinate service and resolve problems that may arise during the course of business at the site.

- Cross-Training

All parties agree to provide and participate in cross-training sessions for the Employment Connection Partners to insure that partner program staff physically present at the one-stop are appropriately trained to provide information to customers about the programs, services, and activities available through partner programs.

- Review and Update

All parties agree to review and update this MOU, at minimum, every three years in order to ensure it contains updated information regarding funding, delivery of services, and changes in the signatory official of each party. In addition, all parties agree to review, and if necessary, renegotiate after Local Workforce Development Plans and Regional Workforce Development Plans have been developed.

All parties agree that the Tulare County One-Stop system under WIOA is in the planning and development stage and that all parties agree to participate in the planning and development process through their participation on the Employment Connection Council and partner workgroups. The parties further agree to update this MOU to reflect any updated information regarding the delivery of services developed by the partners.

1. DURATION

The term of this agreement shall be **July 1, 2016 to June 30, 2017**, and shall be binding upon each party hereto upon execution by such party, and shall be automatically renewed thereafter on a year-to-year basis, unless any party gives notice of non-renewal at least thirty (30) days prior to an anniversary date or withdraws from this MOU as permitted in the following paragraph.

2. WITHDRAWAL FROM MOU

The parties understand that implementation of the Employment Connection system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention. This MOU shall remain in effect until terminated in accordance with this paragraph or Paragraph 5. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date and upon completion of any financial and operational commitments.

3. EVALUATION AND REVIEW

In order to provide a vehicle for on-going evaluation, review and discussion of operational issues, the WIB and the Employment Connection Partners agree to meet on a regular basis to discuss issues related to the implementation of this MOU.

4. GREIVANCE AND COMPLAINT RESOLUTION

The Parties hereto shall first attempt to resolve all grievance and complaints informally at the lowest level starting with the site supervisors and staff. If dispute resolution is not accomplished, any party may request a meeting with the One-Stop Operator as the facilitator, to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred by written appeal to

the One-Stop Operator. Those issues not resolved by the One-Stop Operator may be appealed to the WIB, whose decision shall be final. The process for handling grievances and complaints is applicable to customers and partners.

5. MODIFICATION AND ASSIGNMENT

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

This is a federal program under the Workforce Innovation and Opportunity Act. Should the United States Department of Labor or the State of California prescribe rules or regulations, which are unknown at this time, that vary from the terms of this agreement the parties shall each have the right to withdraw from this agreement unless the changes are acceptable to both parties as documented by amendments to this MOU signed by both parties. Should either party be unable to agree with said requirements, they may withdraw in accordance with Paragraph 2 of this document, "WITHDRAWAL FROM MOU".

6. NO JOINT VENTURE

The parties expressly agree that it is not intended in any way that this MOU be interpreted as a legal partnership or legal joint venture between the parties. Neither party hereto will make representations to outside parties that a legal partnership exists or that either party is responsible for the debts or defaults of the other.

7. INDEMNIFICATION PROVISION

Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents and employees from any and all claims, actions and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement, in accordance with Government code Section 895.4. This provision shall survive the term of this agreement.

8. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that each Employment Connection Partner agency is subject to its own policies, procedures, regulations, statutes, and any applicable collective bargaining agreements.

The WIB's Employment Connection Council will work with all Employment Connection Partners in developing policies and procedures for the Tulare County Employment Connection system, in order to avoid inconsistencies with those of each Employment Connection Partner.

9. ASSURANCES OF NON-DISCRIMINATION

The partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or Employment Connection applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The Employment Connection Partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

10. AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. Notwithstanding the use of the terms partners and partnerships in this MOU, I understand that these terms are used only in a colloquial sense. Therefore, both parties to this MOU are independent contractors with respect to one another and agree that there is no legally enforceable partnership, agency or joint venture among or between the parties.

FOR THE **Tule River Indian Tribe of California**

Agreed: Neil Peyron 6/28/2016
Signature and Date

Neil Peyron, Chairman
Print Name and Title

FOR THE **Workforce Investment Board of Tulare County**
309 W. Main St., Ste 120, Visalia, CA 93291

Recommended: Adam Peck
Signature and Date (WIB Executive Director)

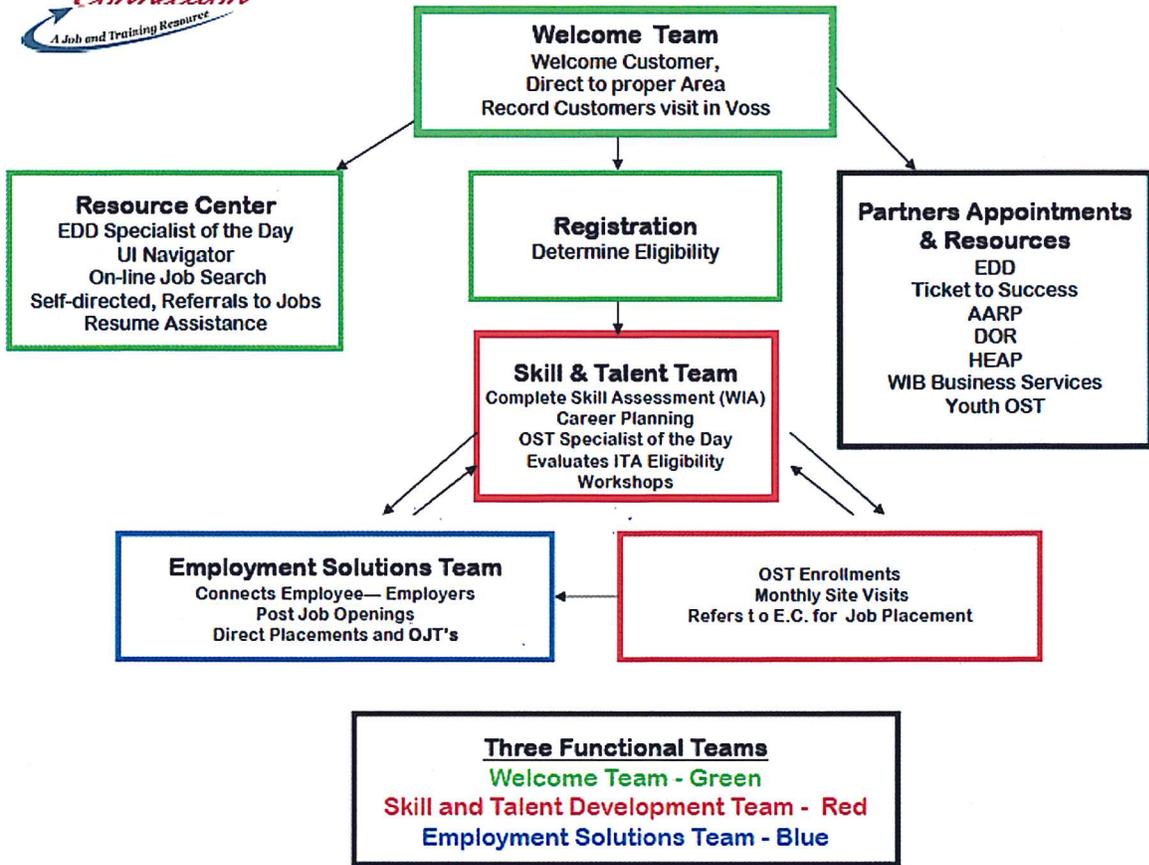
Adam Peck, Executive Director
Print Name and Title

Agreed: William DeLain 06/29/16
Signature and Date (Chair, WIB Board of Directors)

William DeLain, Chair, WIB Board of Directors
Print Name and Title



One Stop Flow Chart



Memorandum of Understanding Employment Connection System of Tulare County

PARTIES: The parties to this Memorandum of Understanding (MOU) are:

Parties:	Workforce Investment Board of Tulare County	Sequoias Adult Education Consortium
Address:	309 W. Main St., Suite 120 Visalia, CA 93291	630 S. Atwood Dr., Visalia, CA 93277
Contact person, title and telephone number:	Adam Peck, Executive Director (559) 713-5200	John Werner, Director (559) 730-7300 office (559) 967-5342 cell
Facsimile number and e-mail address:	(559) 713-5262 apeck@tularewib.org	sequoiasadulteddirector@gmail.com

PURPOSE

In order to implement and realize the local plan with the spirit of cooperation and collaboration, this MOU is established between the Workforce Investment Board of Tulare County, hereafter referred to as the “WIB” and the Tulare County One-Stop delivery system signatory partners, hereafter referred to as the “Employment Connection Partners.” This MOU will describe how, through an integrated service delivery system, various funding streams and resources will be used to better serve the mutual customers of businesses and job seekers. The “Tulare County Employment Connection system,” hereafter referred to as “One-Stop” system the will require mutual trust and teamwork between the WIB and all Employment Connection Partners to achieve shared goals.

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The Tulare County Employment Connection system vision is to respectfully offer the community universal access, seamless professional services and workforce information that encourage job creation and skill development. Collaborative service will be provided to maximize effectiveness, while minimizing service duplication.

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The Tulare County Employment Connection system endeavors to bring order to the diverse collection of Federal, State and local workforce programs.

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The Employment Connection centers are open to all partners required by the law and to other key partners designated by the State as well as to any organization involved or interested in workforce development that wants to make their services available and accessible at a facility in accordance with a written agreement with the WIB.

The Employment Connection System promotes the integrated service delivery in a safe nurturing and dynamic environment, promoting life-long learning using a demand-driven skill based approach to customer service. An organizational chart for the Employment Connection One-Stop Centers can be found in Attachment C.

The Employment Connection integrated service delivery system has three major components:

1. An integrated customer pool that ensures that all customers are registered;
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Organizations Submitting To This MOU Agree:

▪ One-Stop Services

To provide the One-Stop services to the target populations outlined in Attachment A - Matrix of Partner Services.

▪ Role of the Workforce Investment Board of Tulare County

The WIB, appointed by and in written agreement with the Tulare County Board of Supervisors, is the One-Stop Policy Body responsible for system planning, fiscal responsibility and oversight of the *Tulare County Employment Connection* system. The WIB established the Tulare County Employment Connection Council (ECC) as its advisory body for the One-Stop system. The ECC is a committee of the WIB, composed of One-Stop Partners and chaired by a member of the WIB.

▪ Cost Sharing

Employment Connection Partners agree to pay a proportional share of cost toward the operation and services of the system in accordance with a cost sharing agreement if applicable.

All relevant parties to this MOU agree to share in the operating costs of the One-Stop system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all Employment Connection partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

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Each partner agrees to negotiate and implement a cost sharing plan by December 31, 2017 if applicable.

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- Ensure that general information regarding Employment Connection programs, services, activities and resources shall be made available to all customers as appropriate.
- Each Employment Connection Partner will provide a direct link or access to other Employment Connection Partner staff that can provide meaningful information or service, through the use of co-location, cross-training of Employment Connection staff, or real-time technology (two way communication and interaction with Employment Connection Partners that results in services needed by the customer.

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To support the use of these tools, each Employment Connection Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the Employment Connection customers or partners (e.g., applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

▪ Confidentiality

The Employment Connection Partner agrees to comply with the provisions of WIOA regulations that state privacy and confidentiality must be maintained consistent with applicable federal, state, and local privacy and confidentiality laws including section 10850 of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, Health and Insurance Portability and Accountability Act of 1996 (HIPPA) Family Educational Rights and Privacy Act (FERPA) requirements and all other State and Federal laws, statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to Employment Connection applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The Employment Connection Partner agrees to abide by the current confidentiality provisions of the respective statutes to which Employment Connection operators and other Employment Connection Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The Employment Connection Partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

▪ American's with Disabilities Act and Amendments Compliance

The Employment Connection Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the Employment Connection are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

▪ Scheduled Meetings

Employment Connection Council – Partner agrees to participate in regular meetings of the Employment Connection Council and its subcommittees.

Employment Connection Site Committees - Partner agrees to participate in regular meetings of a site committee consisting of the partners physically located at a site to coordinate service and resolve problems that may arise during the course of business at the site.

- Cross-Training

All parties agree to provide and participate in cross-training sessions for the Employment Connection Partners to insure that partner program staff physically present at the one-stop are appropriately trained to provide information to customers about the programs, services, and activities available through partner programs.

- Review and Update

All parties agree to review and update this MOU, at minimum, every three years in order to ensure it contains updated information regarding funding, delivery of services, and changes in the signatory official of each party. In addition, all parties agree to review, and if necessary, renegotiate after Local Workforce Development Plans and Regional Workforce Development Plans have been developed.

All parties agree that the Tulare County One-Stop system under WIOA is in the planning and development stage and that all parties agree to participate in the planning and development process through their participation on the Employment Connection Council and partner workgroups. The parties further agree to update this MOU to reflect any updated information regarding the delivery of services developed by the partners.

1. DURATION

The term of this agreement shall be July 1, 2016 to June 30, 2017, and shall be binding upon each party hereto upon execution by such party, and shall be automatically renewed thereafter on a year-to-year basis, unless any party gives notice of non-renewal at least thirty (30) days prior to an anniversary date or withdraws from this MOU as permitted in the following paragraph.

2. WITHDRAWAL FROM MOU

The parties understand that implementation of the Employment Connection system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention. This MOU shall remain in effect until terminated in accordance with this paragraph or Paragraph 5. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date and upon completion of any financial and operational commitments.

3. EVALUATION AND REVIEW

In order to provide a vehicle for on-going evaluation, review and discussion of operational issues, the WIB and the Employment Connection Partners agree to meet on a regular basis to discuss issues related to the implementation of this MOU.

4. GREIVANCE AND COMPLAINT RESOLUTION

The Parties hereto shall first attempt to resolve all grievance and complaints informally at the lowest level starting with the site supervisors and staff. If dispute resolution is not accomplished, any party may request a meeting with the One-Stop Operator as the facilitator, to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred by written appeal to

the One-Stop Operator. Those issues not resolved by the One-Stop Operator may be appealed to the WIB, whose decision shall be final. The process for handling grievances and complaints is applicable to customers and partners.

5. MODIFICATION AND ASSIGNMENT

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

This is a federal program under the Workforce Innovation and Opportunity Act. Should the United States Department of Labor or the State of California prescribe rules or regulations, which are unknown at this time, that vary from the terms of this agreement the parties shall each have the right to withdraw from this agreement unless the changes are acceptable to both parties as documented by amendments to this MOU signed by both parties. Should either party be unable to agree with said requirements, they may withdraw in accordance with Paragraph 2 of this document, "WITHDRAWAL FROM MOU".

6. NO JOINT VENTURE

The parties expressly agree that it is not intended in any way that this MOU be interpreted as a legal partnership or legal joint venture between the parties. Neither party hereto will make representations to outside parties that a legal partnership exists or that either party is responsible for the debts or defaults of the other.

7. INDEMNIFICATION PROVISION

Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents and employees from any and all claims, actions and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement, in accordance with Government code Section 895.4. This provision shall survive the term of this agreement.

8. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that each Employment Connection Partner agency is subject to its own policies, procedures, regulations, statutes, and any applicable collective bargaining agreements.

The WIB's Employment Connection Council will work with all Employment Connection Partners in developing policies and procedures for the Tulare County Employment Connection system, in order to avoid inconsistencies with those of each Employment Connection Partner.

9. ASSURANCES OF NON-DISCRIMINATION

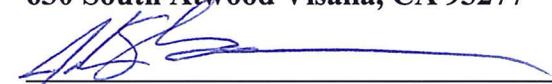
The partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or Employment Connection applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The Employment Connection Partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

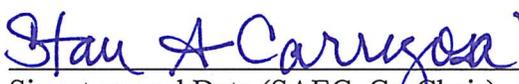
10. AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. Notwithstanding the use of the terms partners and partnerships in this MOU, I understand that these terms are used only in a colloquial sense. Therefore, both parties to this MOU are independent contractors with respect to one another and agree that there is no legally enforceable partnership, agency or joint venture among or between the parties.

FOR THE **Sequoias Adult Education Consortium**
630 South Atwood Visalia, CA 93277

Agreed: 
Signature and Date (SAEC Executive Director)

John Werner, Executive Director
Print Name and Title

Agreed: 
Signature and Date (SAEC, Co-Chair)

Stan A. Carrizosa Co-Chair, SAEC
Print Name and Title

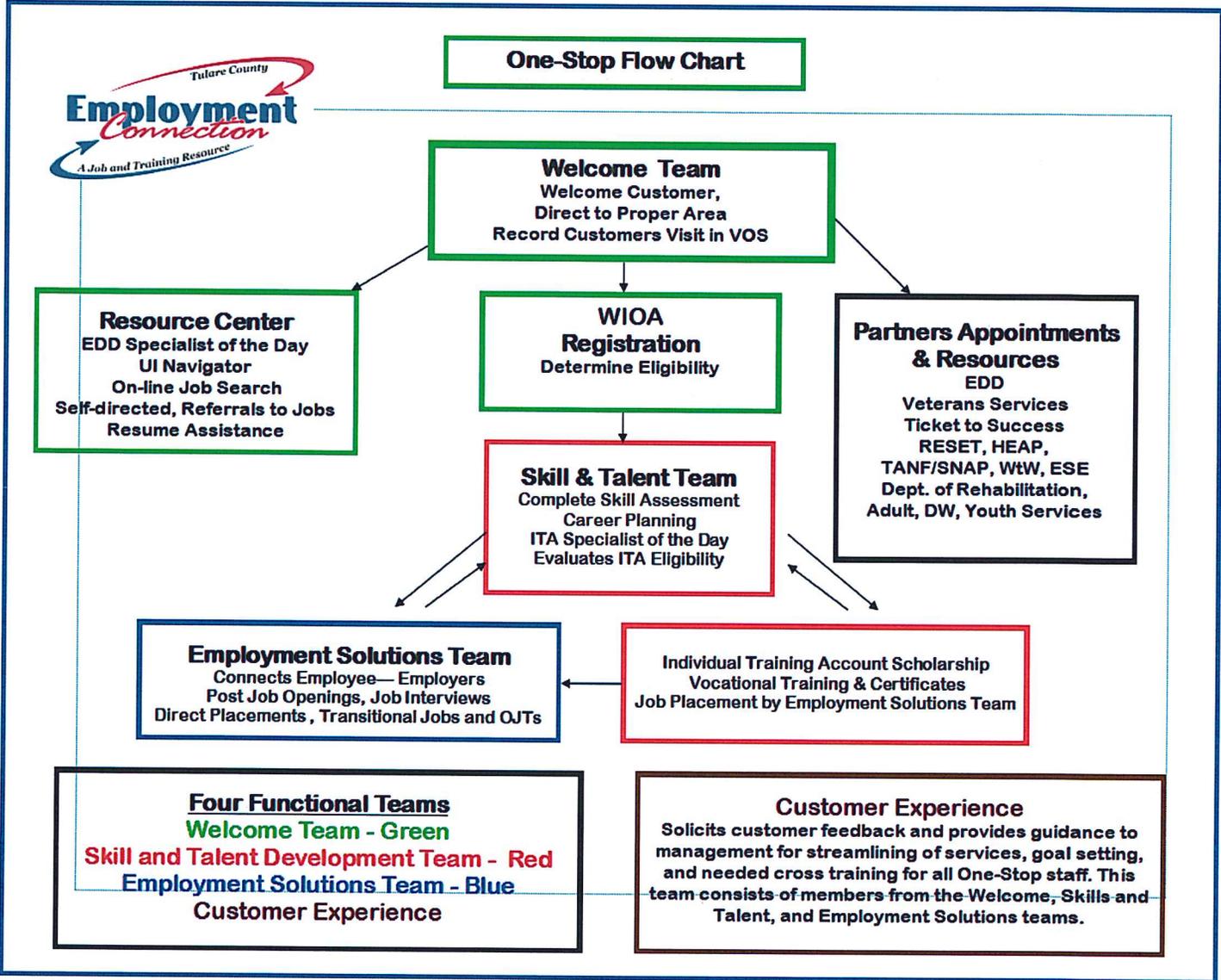
FOR THE **Workforce Investment Board of Tulare County**
309 W. Main St., Ste 120, Visalia, CA 93291

Recommended: _____
Signature and Date (WIB Executive Director)

Adam Peck, Executive Director
Print Name and Title

Agreed:  06/28/16
Signature and Date (Chair, WIB Board of Directors)

William DeLain, Chair, WIB Board of Directors
Print Name and Title



Memorandum of Understanding Employment Connection System of Tulare County

PARTIES: The parties to this Memorandum of Understanding (MOU) are:

Parties:	Workforce Investment Board of Tulare County	California State University, Fresno Foundation (on behalf of SBDC)
Address:	309 W. Main St., Suite 120 Visalia, Ca., 93291	4910 N. Chestnut Ave. Fresno, CA 93726
Contact person, title and telephone number:	Adam Peck, Executive Director (559) 713-5200	Gil Jaramillo Assistant Director (559) 713-5128
Facsimile number and e-mail address:	(559) 713-5262 apeck@tularewib.org	gjaramillo@csufresno.edu

PURPOSE

In order to implement and realize the local plan with the spirit of cooperation and collaboration, this MOU is established between the Workforce Investment Board of Tulare County, hereafter referred to as the “WIB” and the Tulare County One-Stop delivery system signatory partners, hereafter referred to as the “Employment Connection Partners.” This MOU will describe how, through an integrated service delivery system, various funding streams and resources will be used to better serve the mutual customers of businesses and job seekers. The “Tulare County Employment Connection system”, hereafter referred to as “One-Stop” system the will require mutual trust and teamwork between the WIB and all Employment Connection Partners to achieve shared goals.

MISSION/VISION

The Tulare County Employment Connection system mission is to promote employment and business development in Tulare County by providing both businesses and job seekers easily accessible comprehensive services.

The Tulare County Employment Connection system vision is to respectfully offer the community universal access, seamless professional services and workforce information that encourage job creation, and skill development. Collaborative service will be provided to maximize effectiveness, while minimizing service duplication.

ONE-STOP SYSTEM OVERVIEW

The Tulare County Employment Connection system endeavors to bring order to the diverse collection of Federal, State and local workforce programs.

Employment Connection Centers are open to all partners required by law; to other key partners designated by the State; and to any organization involved or interested in workforce development that by written agreement with the WIB desires their services made available at an Employment Connection center. At a minimum, the range of programs, funding streams and services of the Employment Connection will meet those services required under WIOA. The system shall have the following components:

1. Integrated Services: A seamless system presented to the customer.

2. Customer Focused: All aspects of service delivery designed with consideration of customer needs and interest.
3. Customer Choice: A system that provides a wide array of useful information to assist the customer in making an informed choice.
4. Customer Access: A system design for universal access with “no wrong door” entrance and single exiting point into integrated services.
5. Community Support. The system will promote and nurture broad-based community support.
6. Performance Driven: The system will establish clearly identified outcomes and methods for measuring achievement.

To negotiate an increasingly complex and demanding labor market, Employment Connection services includes readily accessible, comprehensive information about area employment and educational opportunities as well as customized service delivery. The Employment Connection sites are strategic in upgrading the basic and occupational skills of both incumbent workers and those newly entering the workforce. At the Employment Connections, customers can obtain information about job availability and career educational opportunities. By becoming effective and efficient consumers of career programs and services, customers can make a positive step toward the attainment of better skills, jobs, higher wages, and an improved quality of life.

Offering a highly skilled, motivated workforce is a major consideration for locating and expanding businesses. A strong One-Stop system is a major step in promoting economic development in Tulare County. Doing so, Tulare County is poised to retain and attract high-quality jobs to the area.

The Employment Connection System provides integrated services through its comprehensive Employment Connection One-Stop Centers in Visalia and in Porterville. The Visalia center is centrally located within the county and the Porterville center is in the south-east part of the county. In addition to these locations, basic and individualized career services are provided through affiliate sites in Dinuba and Tulare.

The Employment Connection centers are open to all partners required by the law and to other key partners designated by the State as well as to any organization involved or interested in workforce development that want to make their services available and accessible at a facility in accordance with a written agreement with the WIB.

The Employment Connection System promotes the integrated service delivery in a safe nurturing and dynamic environment, promoting life-long learning using a demand-driven skill based approach to customer service. An organizational chart for the Employment Connection One-Stop Centers can be found in Attachment C.

The Employment Connection integrated service delivery system has three major components:

1. An integrated customer pool that ensures that all customers are registered;
2. An integrated customer flow that establishes a sequence of demand-driven, skill based, universal services for all One-Stop Center customers; and
3. An integrated staffing approach that provides services to the integrated customer pool as they are served through the adopted, integrated customer flow (see Appendix C for flowchart).

The Employment Connection staff is divided into service delivery teams in order to offer efficient integrated services and high quality customer care: 1) Welcome Team 2) Skills and Talent Team 3) Employment Solution Team 4) Customer Experience Team

Organizations Submitting To This MOU Agree:

▪ One-Stop Services

To provide the One-Stop services to the target populations outlined in Attachment A - Matrix of Partner Services.

▪ Role of the Workforce Investment Board of Tulare County.

The WIB, appointed by and in written agreement with the Tulare County Board of Supervisors, is the One-Stop Policy Body responsible for system planning, fiscal responsibility and oversight of the ***Tulare County Employment Connection*** system. The WIB established the Tulare County Employment Connection Council (ECC) as their advisory body for the One-Stop system. The ECC is a committee of the WIB, comprised of One-Stop Partners and chaired by a member of the WIB.

▪ Cost Sharing

Employment Connection Partners agree to pay a proportional share of cost toward the operation and services of the system in accordance with a cost sharing agreement if applicable.

All relevant parties to this MOU agree to share in the operating costs of the One-Stop system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all Employment Connection partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

Employment Connection partners 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 a separate Cost Sharing Agreement that will be attached to this MOU if applicable.

Each partner agrees to negotiate and implement a cost sharing plan by December 31, 2017 if applicable.

▪ Methods for Referring Customers

The Employment Connection Partner is committed to mutually implement processes for the referral of customers to services not provided on-site. The partners mutually agree that the process for referral will include the following:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding Employment Connection programs, services, activities and resources shall be made available to all customers as appropriate.
- Each Employment Connection partner will provide a direct link or access to other Employment Connection partner staff that can provide meaningful information or service, through the use of co-location, cross training of Employment Connection staff, or real-time technology (two way communication and interaction with Employment Connection partners that results in services needed by the customer).

▪ Access for Individuals with Barriers to Employment

Barriers to Employment is defined as characteristics that may hinder an individual's hiring promotion or participation in the labor force. Some examples of individuals who may face barriers to employment include: single parents, women, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, certain veterans, ethnic minorities, and those with limited English speaking ability or a criminal record or with a lack of education, work experience, credential, child care arrangements, transportation or alternative working parents.

The Employment Connection partners are committed to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

Each Employment Connection partner will ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

▪ Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection.

To support the use of these tools, each Employment Connection Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the Employment Connection customers or partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

▪ Confidentiality

The Employment Connection Partner agrees to comply with the provisions of WIOA regulations that state privacy and confidentiality must be maintained consistent with applicable federal, state, and local privacy and confidentiality laws including section 10850 of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, Health and Insurance Portability and Accountability Act of 1996 (HIPPA) Family Educational Rights and Privacy Act (FERPA) requirements and all other State and Federal laws, statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to Employment Connection applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The Employment Connection partner agrees to abide by the current confidentiality provisions of the respective statutes to which Employment Connection operators and other Employment Connection partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The Employment Connection partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

▪ American's with Disabilities Act and Amendments Compliance

This section should include language on how each Employment Connection partner will ensure that the policies and procedures of the Employment Connection system and the services being provided are in compliance with the Americans with Disabilities Act of 1990 and its amendments.

The Employment Connection partner agrees to ensure that the policies and procedures as well as the programs and services provided at the Employment Connection are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

▪ Scheduled Meetings

Employment Connection Council – Partner agrees to participate in regular meetings of the Employment Connection Council and its sub-committees.

Employment Connection Site Committees - Partner agrees to participate in regular meetings of a site committee consisting of the partners physically located at a site to coordinate service and resolve problems that may arise during the course of business at the site.

Cross Training

All parties agree to provide and participate in cross training sessions for the Employment Connection Partners to insure that partner program staff physically present at the one-stop are appropriately trained to provide information to customers about the programs, services, and activities available through partner programs.

▪ Review and Update

All parties agree to review and update this MOU, at minimum, every three years in order to ensure it contains updated information regarding funding, delivery of services, and changes in the signatory official of each party. In addition, all parties agree to review, and if necessary, renegotiate after Local Workforce Development Plans and Regional Workforce development Plans have been developed.

All parties agree that the Tulare County One-Stop system under WIOA is in the planning and development stage and that all parties agree to participate in the planning and development process through their participation on the Employment Connection Council and partner workgroups. The parties further agree to update this MOU to reflect any updated information regarding the delivery of services developed by the partners.

1. DURATION

The term of this agreement shall be July 1, 2016 to June 30, 2017, and shall be binding upon each party hereto upon execution by such party, and shall be automatically renewed thereafter on a year-to-year basis, unless any party gives notice of non-renewal at least thirty (30) days prior to an anniversary date or withdraws from this MOU as permitted in the following paragraph.

2. WITHDRAWAL FROM MOU

The parties understand that implementation of the Employment Connection system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention. This MOU shall remain in effect until terminated in accordance with this paragraph or the preceding Paragraph 5. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date and upon completion of any financial and operational commitments.

3. EVALUATION AND REVIEW

In order to provide a vehicle for on-going evaluation, review and discussion of operational issues, the WIB and the Employment Connection Partners agree to meet on a regular basis to discuss issues related to the implementation of this MOU.

4. GREIVANCE AND COMPLAINT RESOLUTION

The Parties hereto shall first attempt to resolve all grievance and complaints informally at the lowest level starting with the site supervisors and staff. If dispute resolution is not accomplished, any party may request a meeting with the One-Stop Operator as the facilitator, to formally discuss and resolve all

disputes. Should the parties fail to resolve the dispute, the dispute shall be referred by written appeal to the One-Stop Operator. Those issues not resolved by the One-Stop Operator may be appealed to the WIB, whose decision shall be final. The process for handling grievances and complaints is applicable to customers and partners.

5. MODIFICATION AND ASSIGNMENT

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

This is a federal program under the Workforce Innovation and Opportunity Act. Should the United States Department of Labor or the State of California prescribe rules or regulations, which are unknown at this time, that vary from the terms of this agreement the parties shall each have the right to withdraw from this agreement unless the changes are acceptable to both parties as documented by amendments to this MOU signed by both parties. Should either party be unable to agree with said requirements, they may withdraw in accordance with Paragraph 2 of this document, "WITHDRAWAL FROM MOU".

6. NO JOINT VENTURE

The parties expressly agree that it is not intended in any way that this MOU be interpreted as a legal partnership or legal joint venture between the parties. Neither party hereto will make representations to outside parties that a legal partnership exists or that either party is responsible for the debts or defaults of the other.

7. INDEMNIFICATION PROVISION

Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents and employees from any and all claims, actions and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement, in accordance with Government code Section 895.4. This provision shall survive the term of this agreement.

8. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that each Employment Connection Partner agency is subject to its own policies, procedures, regulations, statutes, and any applicable collective bargaining agreements.

The WIB's Employment Connection Council will work with all Employment Connection Partners in developing policies and procedures for the Tulare County Employment Connection system, in order to avoid inconsistencies with those of each Employment Connection Partner.

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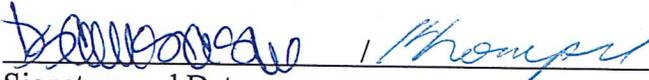
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FOR THE **California State University, Fresno Foundation (on behalf of SBDC)**
4910 N. Chestnut Ave., Fresno, CA 93726

Agreed:  6/29/16
Signature and Date

Deborah S. Adishian-Astone, Executive Director/
Keith Kompsi, Director, Foundation Financial Services
Print Name and Title

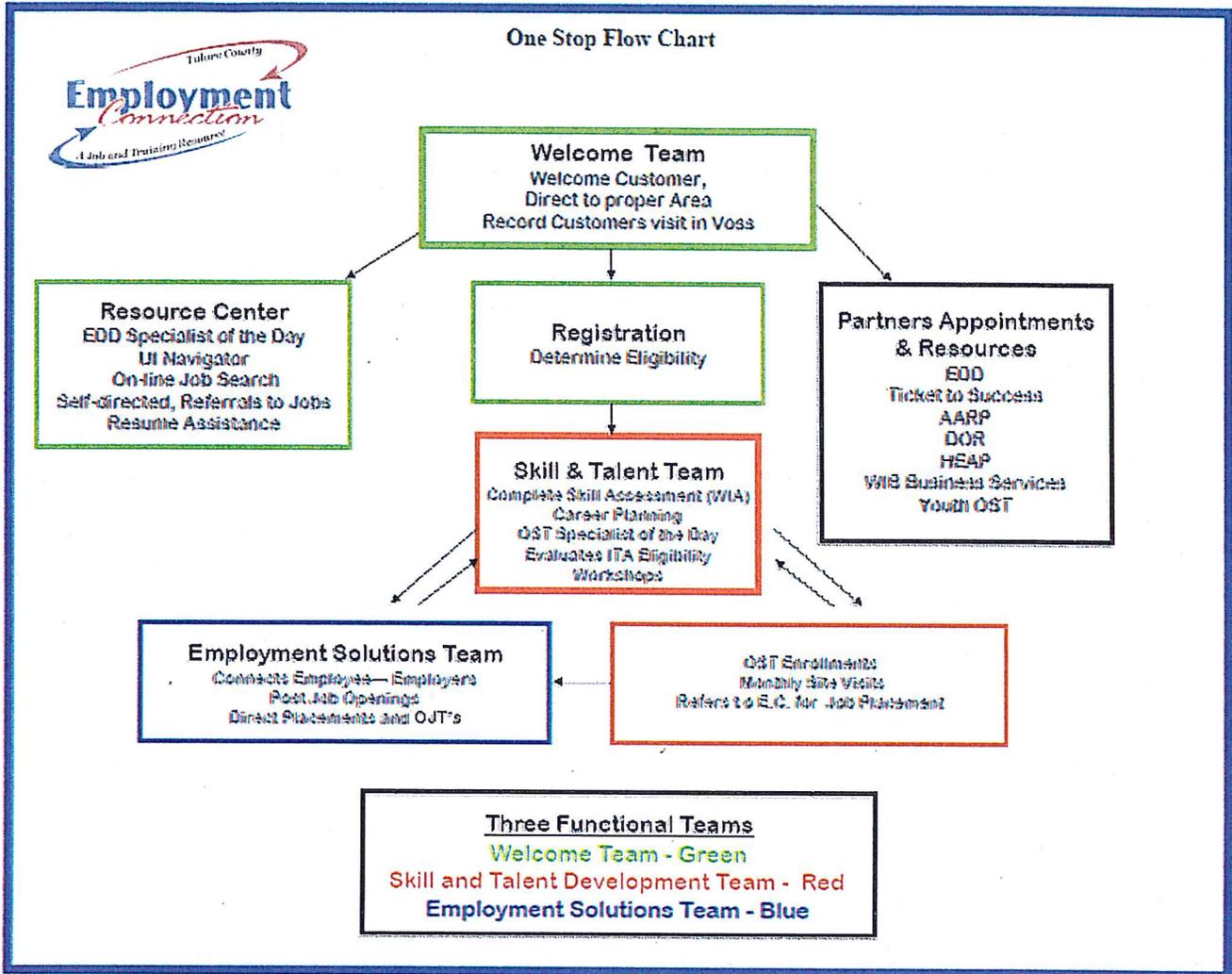
FOR THE **Workforce Investment Board of Tulare County**
309 W. Main St., Ste 120, Visalia, CA 93291

Recommended:  6/29/16
Signature and Date (WIB Executive Director)

Adam Peck, Executive Director
Print Name and Title

Agreed:  07/13/16
Signature and Date (Chair, WIB Board of Directors)

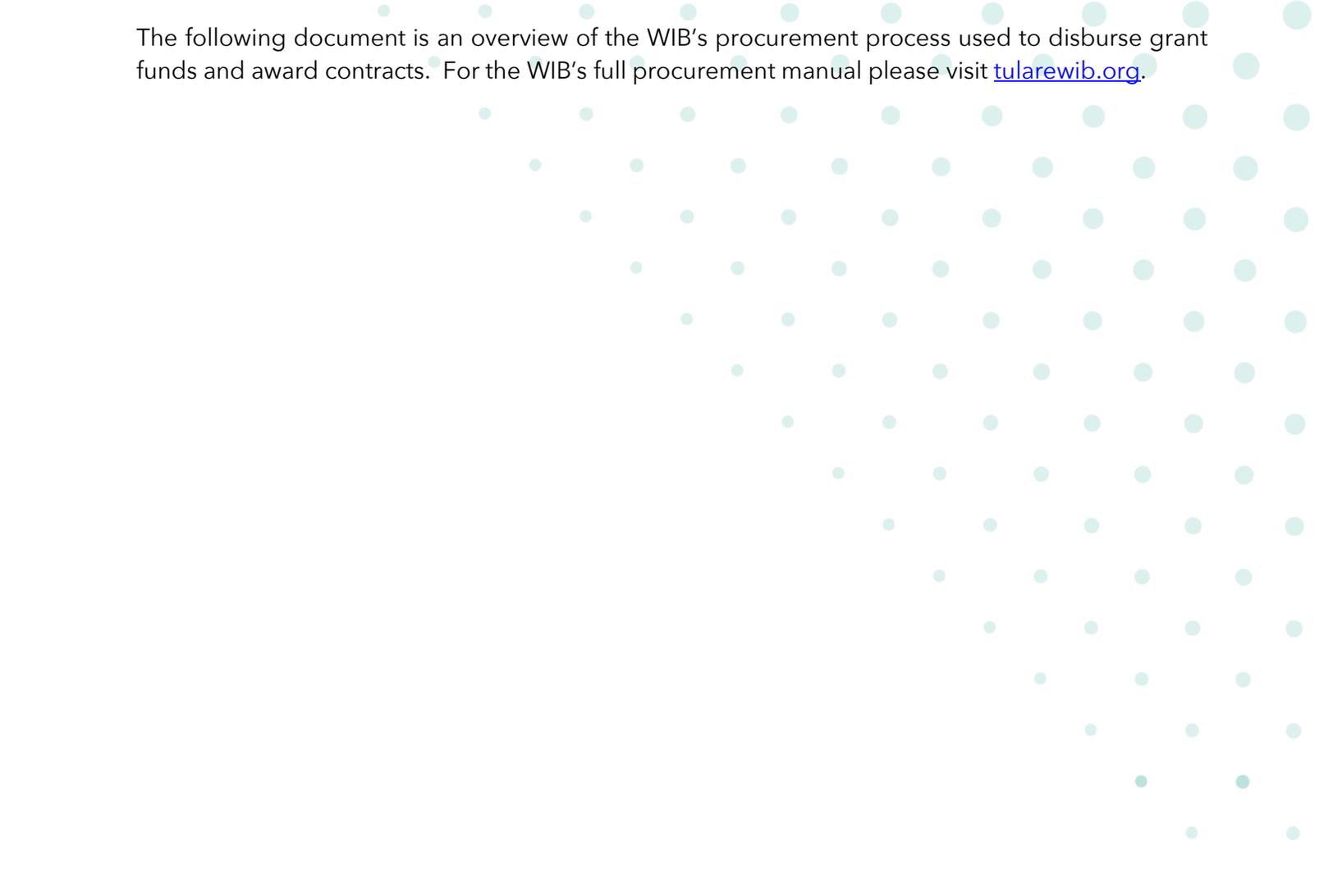
William DeLain, Chair, WIB Board of Directors
Print Name and Title





Appendix E WORKFORCE INVESTMENT BOARD OF TULARE COUNTY PROCUREMENT PROCESS

The following document is an overview of the WIB's procurement process used to disburse grant funds and award contracts. For the WIB's full procurement manual please visit tularewib.org.



Workforce Investment Board of Tulare County Procurement Process

All procurement transactions by the WIB, its service providers and subcontractors will be conducted in a manner providing full and open competition consistent with standards of the "Uniform Guidance at 2 CFR part 200. To the extent possible, bidders/proposers or offerors must have an equal chance to secure a contract. The requirements specified in the procurement must bear a relationship to the need being procured. The process for a competitive procurement includes the following:

Prepare a Request for Proposal/Quote (RFP/RFQ) including response timelines ensuring sufficient time for all phases of the procurement process to be carried out. Establish proposal evaluation procedures.

Issue a public notification of the procurement through an announcement in a local public medium (e.g., newspaper) or media that, minimally, covers the entire service area. Provide a copy of the RFP/RFQ to any party requesting it. Make notification through dissemination of RFP/RFQ to entities included on the current, applicable proposal list.

Make a record (e.g., log) of all inquiries received regarding the procurement and the submission requirements. Respond in writing to all inquiries, except those, which are clearly answered in the solicitation, and distribute copies of all inquiries and written responses on a timely basis to all parties to whom the solicitation has been distributed. Issue clarification updates on a weekly basis to ensure that timely and accurate information is distributed to all potential bidders.

Hold a proposers' conference after the distribution of the RFPs. When such a conference is held, all parties to whom the solicitations have been distributed will be notified of the date, time and place of the conference. This notification will be included in the RFP itself. Document in writing each question answered at the conference and provide this information as an addendum to the solicitation package to any subsequent requesters of the RFP.

The date and time proposals are received will be noted in order to ensure that only proposals received by the due date and time qualify for the evaluation process.

Competitive negotiation requires that at least two responsive proposals for the same scope of work and service area are received in response to the RFP. If only one responsive proposal is received, then there has been a failed competition and the WIB has the option to re-compete the procurement or proceed. The WIB's definition of a failed competition and their rights and options in the event of such a failure will be included in the RFP. The WIB will consider a competition to have failed when less than two responsive proposals have been received to a solicitation, i.e., Request for Proposal or Request for Quote.



Appendix F **INNOVATE TULARE KINGS 2015-16 ANNUAL REPORT**

The following document is the 2015-2016 INNOVATE Tulare Kings Annual Report. The report provides an overview of the groundbreaking work that is being done as part of the ITK initiative.





ANNUAL REPORT

2015 2016

INNOVATE Tulare-Kings' mission is to engage business partners in regional strategies that advance economic objectives, measure impact, and enhance education and workforce partnerships.

Thank you for your continued support!

In 2015-16, INNOVATE Tulare-Kings (ITK) was once again proud to support the Tulare-Kings Linked Learning Consortium (TKLLC) and local business partners. This regional high quality career pathways and academy system experienced a 29% growth in number of high school students served and more than doubled the number of individual work-based learning experiences. With more than 14,000 business and student interactions, Tulare-Kings is building a sustainable talent pipeline.

As a regional business intermediary, ITK is excited about the growth of these efforts and is committed to bringing new supports and resources to all of our partners. ITK and the TKLLC continued to work with national academy leader NAF in 2015. Since 1982, NAF has been partnering with high schools to enhance school systems by implementing NAF academies within high schools. ITK and the TKLLC further expanded the network of national partners through a new partnership with Jobs for the Future (JFF). JFF's expertise in building educational and economic opportunity through innovative career pathway systems will benefit all of our partners. Both NAF and JFF continue to help Tulare-Kings partners advance college and career success for pathway students.

As we enter 2016-17, ITK is focused on connecting even more students to an expanding network of business and community partners. ITK will enhance local and regional work-based learning projects and further align communication between business and education partners. ITK understands the benefit quality business partnerships provides in building a more skilled workforce, and we will continue to work with partners to develop **2,500 high-quality student internships by 2018**.

On behalf of the entire ITK team, we once again want to express our thanks to the Workforce Investment Board of Tulare County, the Tulare County Superintendent of Schools, and all of the education, business and community champions who are committed to building Linked Learning and high quality career pathways within Tulare and Kings County.

RANDY WALLACE
Executive Director
INNOVATE Tulare-Kings

GILBERT BARENG
Council Chair
Vice President, Mangini Associates, Inc.

LEADERSHIP COUNCIL MEMBERS:

Gilbert Bareng, Council Chair, Vice President and Principal Architect, Mangini Associates, Inc.

Scot Hillman, Chairman of the Board/Managing Partner, J.D. Heiskell & Co.

Kerry Hydash, CEO and President, Family HealthCare Network

Nancy Lockwood, Owner, The Lockwood Agency

Gurminder Sangha, Deputy Sector Navigator, Advanced Manufacturing, College of the Sequoias

John Snavelly, Retired Superintendent, Porterville Unified School District

Colby Wells, Public Affairs Manager, Sempra Energy

ITK STAFF MEMBERS:

Randy Wallace, Executive Director

Jayne O'Brien, Data and Evaluation Manager

Lindsey Lathrop-Ryan, Marketing Manager

Jennie Bautista, Assistant Director

Gabbie Alvidrez, Business Resource Specialist

Jason Hopper, Business Resource Specialist

How will we know we've been successful:

Employers will have access to a pipeline of young professionals with the skills and knowledge needed to contribute to and lead the regional workforce.

Linked Learning and other high quality career pathways meet this need by:

-  increasing skills and education that lead to employment and the ability to compete across the nation and world
-  increasing student connection to business partners and community leaders
-  creating work-based learning activities that provide unique opportunities to ensure college and career readiness
-  demonstrating success after graduating high school



“We want to create those **WOW moments...”**

“We want to create those WOW moments when students dig deep and realize their true talent and potential. We believe these investments will inspire higher number of students to seek higher education. They will have a better chance at higher wage jobs which drives economic growth. And, of course, this helps build a strong talent pipeline.”

- Bobby Ram, SunPower Corporation



CONVENE

Providing technical assistance to advisory boards and facilitating sector committees are just two pieces to ITK's convening work. This year we launched our **Champions Network**, a group of professionals who are our dedicated thought partners and advocates for college and career readiness.

In October, we hosted Peter Jackson of IDEO at our annual **INNOVATORS by DESIGN** event, learning how to use design thinking to tackle education and workforce challenges in Tulare-Kings.

CONNECT

Events and work-based learning don't happen on their own. It takes creativity, commitment, and connection.

The result? Seven valuable experiences that benefited hundreds of students, educators, business, and intermediary professionals.

INTERNNECT 2K16
Southern California Edison Student Entrepreneurship Challenge
WBL IN ACTION
SunPower Solar Academy
Growing Health Leaders Conference
Lindsay Learners WBL Expansion Project
INNOVATORS by DESIGN Student Ambassadors Project

CREATING A **SHARED** VISION

MEASURE

Answering the "WHY?" is vital to motivating and visualizing progress. This is why ITK continues to help our education and business partners track their time, investment, and contributions.

Using our **WBL IN ACTION Data Capture Tool**, we are able to report on the impact of our investments. Partnering with the Workforce Investment Board of Tulare County, we integrate the latest labor market information into the way we do business.

SUSTAIN

At ITK's annual **WBL IN ACTION** event, we launched our **WBL Center**, sharing vetted toolkits for work-based learning. School district partners also presented effective WBL practices. We've continued to grow our region's resources, including a major investment by the James Irvine Foundation.

ITK is known nationally for its work and sustains its connections to NAF, Jobs for the Future, ConnectEd, among other national networks.

OUR IMPACT



14,967

individual work-based learning interactions with business and/or community partners



3,042

unique employer interactions with

437

business partners



104

total students participated in **paid internships**

246

total students participated in **unpaid internships**

#

WBL

146

Guest Speakers

63

Worksite Tours

51

Job Shadows

48

Career Days

16

Mock Interviews

8

Informational Interviews



\$1.8M

in cash + in-kind support contributions



4288

students enrolled in **Linked Learning + high quality career pathways**



400+

business, educators, workforce, + intermediary partners attended our **3 signature regional events**



48

quality **Linked Learning Academies** are now established within **11 school districts**

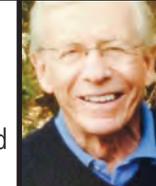
ITK Champion Network

ITK launched a Champion Network to further support professionals dedicated to creating a regional approach to ensure our region's next generation are prepared for college and career. We are excited to recognize our first cohort!

	GILBERT BARENG Mangini Associates, Inc.		RANDY BAERG Warren & Baerg Mfg., Inc.		JOHN CORKINS Research for Hire		BUD DARWIN Sequoia Riverlands Trust
---	---	---	---	---	--	---	---

	BILL DELAIN So. California Edison (retired)		VALERIE FISHER California Community Colleges		LORINDA FORREST California Community Colleges		VICKIE FOSTER Sierra View Medical Center
---	---	---	--	--	---	---	--

	CARRIE GROOVER Visalia Marriott at the Conference Ctr.		DON GROPPETTI Groppetti Automotive Group		SCOT HILLMAN J.D. Heiskell & Co.		KERRY HYDASH Family Health-Care Network
---	--	---	--	---	--	---	---

	RICK JOYNER Quad Knopf		KEN LAVINDER Carpenters Union 1109		NANCY LOCKWOOD The Lockwood Agency		DR. MYRON LORD Physician (Retired)
--	----------------------------------	--	--	---	--	--	--

	NATHAN MADSEN Groppetti Automotive Group		GARY MARSHBURN SunMaid (Retired)		ADAM PECK Workforce Investment Board of Tulare Co.		DRU QUESNOY Kaweah Delta Healthcare District
---	--	---	--	---	--	---	--

	BOBBY RAM SunPower Corporation		DANTE ROSH Visalia Chamber of Commerce		JASON SALAZAR Visalia Police Dept.		GURMINDER SANGHA College of the Sequoias
---	--	---	--	--	--	---	--

	MATT SEALS Seals and Biehle Contractors		TRICIA SEVER-BLATTLER Tulare Co. Farmers Bureau		LARRY SIMONETTI Lane Engineers		DR. JOHN SNAVELY Porterville Unified School District
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	JENNIFER SOLIS FAST Credit Union		RACHEL SOUZA Tulare Chamber of Commerce		DR. KULDIP THUSU Universal Biopharma-research Institute		COLBY WELLS Sempra Energy
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	NICOLA WISSLER Visalia Chamber of Commerce		GAIL ZUREK Visalia Chamber of Commerce
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"Supporting STEM opportunities for students will have a lasting effect on our regional economy. STEM education cultivates skills that are important to employers while providing students both the context and real-life application they need to be able to pursue meaningful careers that impact their communities."

- Adam Peck, Executive Director of The Workforce Investment Board of Tulare County

Investing in Regional STEM Internships



In partnership with Edison International, ITK is launching the Tulare-Kings STEM Internship Program, providing stipends to regional pathway students completing qualifying internships in STEM-related fields.

For more info: innovatetk.com/TKSTEM

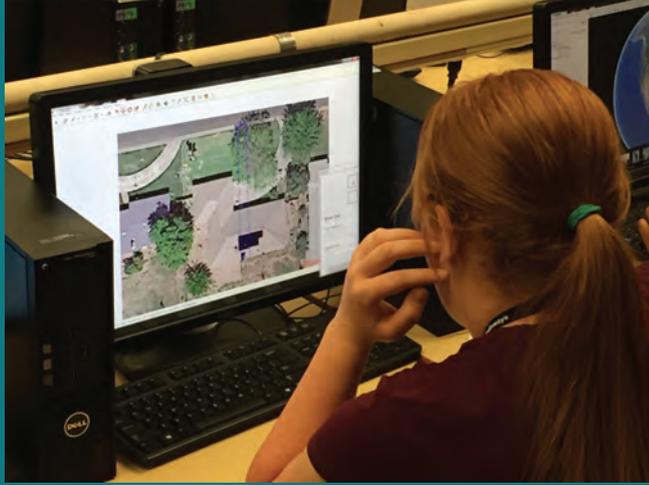
"The most important thing I gained from this opportunity is the knowledge and confidence to shape my future."

- INNOVATORS by DESIGN Student Ambassador



Building the Connection to a Strong Economic Future

INNOVATE Tulare-Kings' focus is on small, midsize and large businesses that can benefit from coordinated efforts to build a more skilled workforce.



TK Linked Learning Consortium

Our Education Partners:

Corcoran Unified School District
Cutler Orosi Joint Unified School District
Dinuba Unified School District
Exeter Unified School District
Hanford Unified School District
Lemoore Unified School District
Lindsay Unified School District
Porterville Unified School District
Tulare Joint Unified High School District
Visalia Unified School District
Woodlake Unified School District

California State University, Fresno
College of the Sequoias
Porterville College
West Hills Community College

Tulare County Office of Education
Kings County Office of Education

Entrepreneurism Within Career Pathways

Local organizations have built successful services for attracting new business and talent. ITK brings focus to foster existing businesses through work-based learning projects and partnership investments. ITK enhances local efforts for new business development by exposing and engage students in entrepreneurial education.

Sector Strategies for Impact

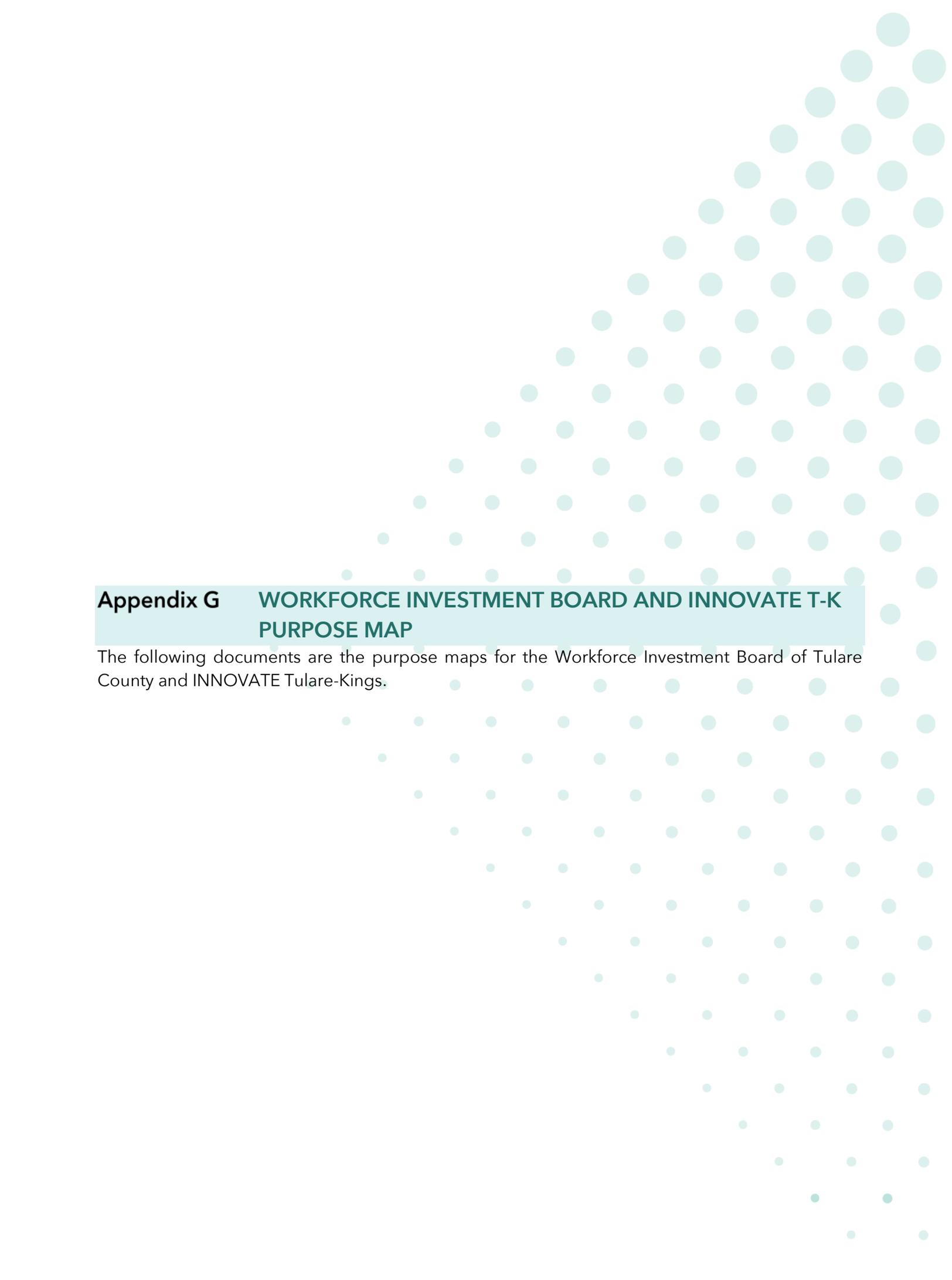
ITK supports sector strategies that are targeted for economic growth. These strategies are aligned to regional activity and supported by strong leadership within the business and education community. Sector strategies allow partners to organize in ways that allow them to produce actions that can change education and workforce programs and strategies.

High Quality Career Pathways

Businesses can expect a stronger labor pool as we align education strategy with workforce needs. ITK strengthens the talent pipeline by supporting career pathways and Linked Learning to connect students to higher education options and employment opportunities within demand occupations and industries in the region. High quality pathways use local advisory boards to help produce learning environments that focus on priority skills.



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Appendix G WORKFORCE INVESTMENT BOARD AND INNOVATE T-K PURPOSE MAP

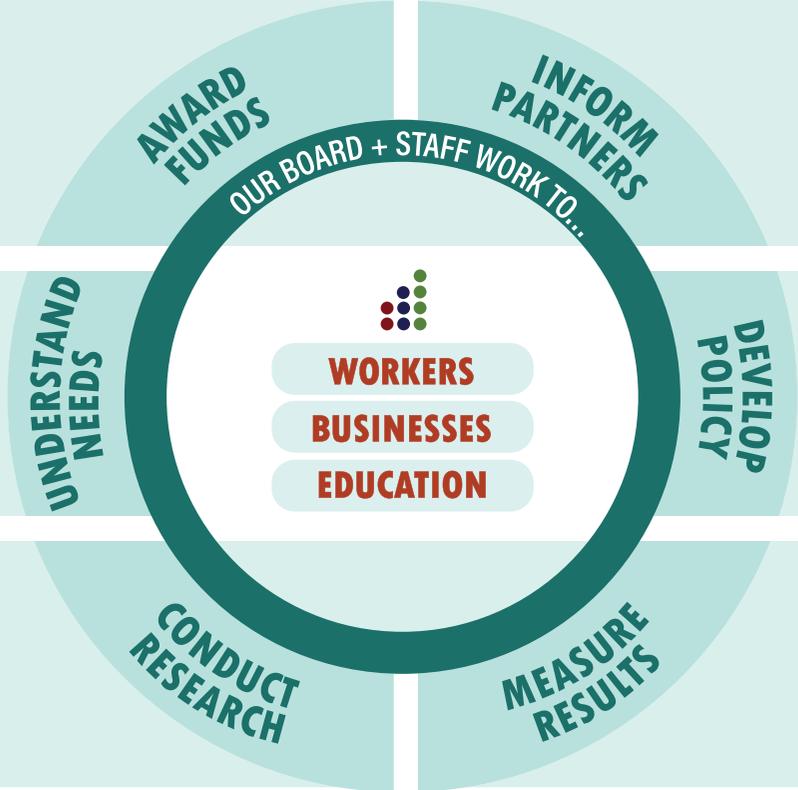
The following documents are the purpose maps for the Workforce Investment Board of Tulare County and INNOVATE Tulare-Kings.

HOW THE
WIB OF TULARE COUNTY
 CULTIVATES A THRIVING LOCAL ECONOMY

1 WE BRING MONEY TO THE REGION from federal, state, & local government; private business & philanthropy

2 WE CONVENE INDUSTRY through boards and sector partnerships

3 WE IDENTIFY LOCAL SKILLS GAPS to determine the skills businesses are looking for



4 WE BROKER SOLUTIONS with education & training partners based on community data & demographics, to expand employment & career advancement opportunities

5 WE DESIGN, FUND, DELIVER + MEASURE proven & promising strategies to increase opportunities for workers & solutions for businesses

856 YOUTH + 4,661 ADULTS
 SERVED DURING THE 2014-2015 FISCAL YEAR
 WAGES ADDED TO THE ECONOMY PER YEAR
 = **\$21.7M**



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 VISALIA, CA 93291
 T: 559.713.5202

STAY IN TOUCH
 Tweet Us @TULAREWIB | FACEBOOK.COM/TULAREWIB

HOW

INNOVATE TULARE-KINGS

ENGAGES REGIONAL BUSINESS PARTNERS

COMMUNICATION

OUR TEAM + LEADERSHIP COUNCIL WORK TO...

CONVENE

CONNECT

MEASURE

SUSTAIN



1 WE CONVENE INDUSTRY
to assess and understand the needs of employer-driven advisory boards and sector initiatives.

2 WE BROKER CONNECTIONS
with education and training partners, based on labor market intelligence, to develop the workforce pipeline.

3 WE DESIGN, DELIVER + MEASURE
effective and promising strategies to increase opportunities for businesses to engage and retain their workforce.

4 WE ADVOCATE FOR + LEVERAGE
resources to enhance effective workforce and education practices and partnerships.

6,283 STUDENT INTERACTIONS
with business and/or community partners
277 ENGAGED BUSINESSES + ORGANIZATIONS
\$1.7 MILLION IN IN-KIND SUPPORT + CONTRIBUTION

SOURCE: WBL IN ACTION DATA CAPTURE TOOL, LINKED LEARNING CONSORTIUM

CONVENE

COMING TO THE TABLE

HOW

We bring together regional partners in industry and education to support, enhance, and inform sector initiatives to create common goals and a shared vision.

FOR INSTANCE

- + Technical Assistance for Advisory Boards
- + Sector Committees
- + Innovators By Design
- + Champion Network

CONNECT

PLANNING WITH A PURPOSE

HOW

We facilitate conversations with partners that lead to strategic planning and action. Our team works to connect partners and resources to encourage creativity and avoid duplication.

FOR INSTANCE

- + Southern California Gas Company Challenge for Student Entrepreneurs
- + WBL IN ACTION!
- + SunPower Solar Academy
- + Growing Health Leaders Conference
- + INTERNNECT
- + Lindsay Learners Pilot (WBL Expansion)

MEASURE

DATA IN, RESULTS OUT

HOW

We help our education and business partners to record their time, investment, and contributions to measure and share results of effective practices.

FOR INSTANCE

- + WBL IN ACTION Data Capture
- + Industry Sector Profiles
- + Examining Labor Market Information and Trends

SUSTAIN

IT'S JUST THE WAY WE DO BUSINESS

HOW

We contribute to systems building through resource mapping and partnerships. Our team also helps in identifying private, national, state and local funding opportunities.

FOR INSTANCE

- + Resource Development
- + WBL Center
- + INNOVATETK.com
- + National Networks & Support Organizations:
 - + NAF
 - + Jobs For the Future (JFF)
 - + ConnectEd



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