



Executive Committee Meeting
Wednesday, September 23, 2015
2799 S. 4th Street
El Centro, Ca. 92243
11:00 a.m.

Supporting documentation is available for public review at the Workforce Development Board Office.

1. Call to Order
 - a. Conflict of Interest Forms
2. Discussion of Agenda
 - a. Items to be pulled from Agenda
 - b. Approval of Meeting Agenda
3. Approval of Minutes
 - a. June 17, 2015.....To be sent Monday September 21, 2015

ACTION AGENDA

4. Discussion/Action to approve revisions to WDB Bylaws.....p 2-17
5. Discussion/Action to approve Program Year 2015-2016 funding recommendations for WIOA Training Programs.....p 18
6. Discussion/Action to approve updates to WDB Policies (Revised December 2014-June 2015).....p 19-40

INFORMATIONAL AGENDA

7. Public Comment: *Only public comments related to an item on this agenda can be presented. When addressing the Board, state your name for the record prior to providing your comments. Individuals will be given three (3) minutes to address the board.*

8. Meeting adjournment



Next Regular Executive Committee Meeting: Wednesday, October 28, 2015 at 12:00 p.m.

**Imperial County Workforce Development Board
Executive Committee
Action Agenda Item 4**

MEETING DATE: September 23, 2015

ITEM: 4

SUBJECT: Discussion/Action to approve revisions to WDB Bylaws

FROM: Miguel Figueroa, ICWDO Director

RECOMMENDATION:

ICWDO Director recommends to approve revisions to WDB Bylaws as recommended by ad hoc committee.

BACKGROUND:

As a result of the August 26, 2015, Workforce Development Board (WDB) meeting, an ad hoc committee convened on September 1, 2015, to further review and revise the WDB Bylaws. At the meeting, the committee created an officer for WDB Treasurer and specified the role and responsibility of this new office. In addition to the changes that were recommended by staff, the committee revised language to the terms of office by extending the amount of consecutive years a member may serve as an Officer to which they were elected from two (2) consecutive years to three (3) consecutive years.

FISCAL IMPACT:

None



2799 S. 4th Street * El Centro, CA 92243
(760) 460-4793 * FAX 337-5005

BYLAWS
OF
IMPERIAL COUNTY WORKFORCE DEVELOPMENT BOARD
A Department of the County of Imperial, State of California
Approved By Workforce Development Board
~~August~~September 23, 201315

ARTICLE I
OFFICES

1.1 PRINCIPAL OFFICE. The principal office of the Workforce Development Board (“WDB”) for its transaction of business is located in the City of El Centro, County of Imperial, State of California.

1.2 CHANGE OF ADDRESS. The Board of Directors is hereby granted full power and authority to change the principal office of the WDB from one location to another in the County of Imperial, California. Any such change shall be noted by the Secretary in these Bylaws, but shall not be considered an amendment of these Bylaws.

ARTICLE II
STATUS OF THE WDB

2.1 CREATION OF THE WDB. On June 5, 2007, by order of the Imperial County Board of Supervisors (the “Supervisors”), the Private Industry Council of Imperial County, Inc., doing business as the Imperial County Workforce Investment Board, a California non-profit corporation, ceased operations. In its place, acting pursuant to the Workforce Investment Act of 1998, as amended (“The Act”), the Supervisors established the WDO as a department of the County of Imperial, reserving to themselves the full authority and responsibility for fulfilling the purposes of The Act and vesting in the WDB recommending authority with respect to such action. ~~On July 22, 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law, concluding the reauthorization of WIA. WIOA replaces WIA and will be in effect from 2015-2020.~~

2.2 PROSCRIBED ACTIVITIES. The WDB shall not separately engage in any activity, exercise any power, expend any funds or incur any obligations independent of its authority as a County Department, as prescribed by the Supervisors.

ARTICLE III PURPOSES

3.1 OBJECTIVE. The WDB shall assist the Supervisors in achieving their mission, as prescribed by the Act, by identifying and recommending actions and initiatives to enhance the provision of workforce development services, to increase involvement of the business community, including small and minority businesses, in workforce development activities, to increase private sector employment opportunities, and to ensure the economic health in and for the County of Imperial.

3.2 FUNCTIONAL RESPONSIBILITIES. It shall be the responsibility of the WDB to provide recommendations to the Supervisors, in discharging their task as the fiscal entity and grant recipient, regarding the use of available funding in ways that will most effectively satisfy the labor demand needs of the residents and business community of Imperial County, all as prescribed by the Act.

ARTICLE IV MEMBERS

4.1 APPOINTMENT. Members of the WDB shall be appointed by the Supervisors. ~~At least 15 percent of local board members shall be representatives of labor organizations unless the local labor federation fails to nominate enough members. If this occurs, then at least 10 percent of the local board members shall be representatives of labor organizations.~~

4.1.1 MEMBERSHIP. WDB membership shall be in accordance with WIOA Section 107(b).

4.1.42 BOARD MEMBERS NOT COUNTY EMPLOYEES. Although the WDO has been designated by the Supervisors as a County department, WDB appointed members shall not be deemed County employees by virtue of such appointment.

4.2 TERMS OF MEMBERS. Membership terms shall be three years, ~~to the end that, in order to ensure continuity, WDB membership terms shall be staggered. Commencement of all terms shall be retroactive to the commencement of the WDO Business Year, as defined below. Nothing herein shall preclude the Supervisors' reappointment of a WDB member to the Board following the expiration of his or her term.~~ **Commencement of all terms shall be retroactive to the commencement of the WDO Business Year, as defined below.**

4.2.1 INITIAL MEMBERS' TERMS ESTABLISHED BY LOT. EXPIRATION OF MEMBERS TERMS. ~~The members initially appointed by the Supervisors shall~~

~~establish their terms of membership on the WDB, by lot, as follows:~~ Upon completion of the three year appointment, a WDB member may be reappointed by the Supervisors.

~~4.2.1.1 — Each member shall draw a number, using a blind drawing with the number “2” written on slips representing 50% plus one of the total number of WDB members, and the number “3” written on slips representing the remaining number of WDB members.—~~

~~4.2.1.2 — The initial terms of those members drawing the number “2” will be two years and the initial terms of those members drawing the number “3” will be three years.~~

~~4.2.1.3 — For those members who are absent at the time of the drawing, the Chair, or in his or her absence the Vice Chair, shall draw from the remaining slips in the name of each absent member, and the term of that member shall be determined by the number drawn.~~

~~4.2.2 — RECORDING AND REPORTING RESULTS. — The Secretary shall record the results of the term selection process and shall report those results to the supervisors.~~

4.2.2 RESIGNATION OF MEMBERS. Any member may resign at any time by giving written or verbal notice to the WDB Chair or WDO Director.

ARTICLE V MEETINGS

5.1 MEETINGS OF WDB MEMBERS. Meetings of the Members shall be called and conducted in accordance with this Article V.

5.2 FREQUENCY OF MEETINGS.

5.2.1 REGULAR MONTHLY MEETINGS. The Imperial County Workforce Development Board shall meet on a monthly basis, unless there are no action items for the WDB to consider.

5.2.2 SPECIAL MEETINGS. Special meetings may be held by the Chair of the WDB or at the written request of a majority of the Members of the WDB. Special meetings shall be held on two (2) days' notice first-class mail, postage prepaid, or on twenty-four (24) hours' written notice delivered to Members personally, or by electronic means to the members.

5.3 PLACE OF MEETINGS. Meetings of the Members shall be held at the principal office of the WDB or at such location designated by the Chair and approved by vote of a majority of the Members.

5.4 CONDUCT OF MEETINGS. The Chair of the WDB shall preside at all WDB meetings. In the absence of the Chair, the Vice Chair shall preside; and in the absence

of both the Chair and Vice Chair, the Secretary shall preside. If the absence of all three named officers is anticipated, the Chair shall appoint a WDB member to preside at the meeting.

5.5 ADJOURNMENT FOR LACK OF QUORUM. A majority of the Members present at any meeting, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than forty eight (48) hours, notice of the adjournment to another time or place must be given, personally, by telephone or other electronic means, forty-eight (48) hours prior to the time of the adjourned meeting to the Members who were not present at the time of the adjournment.

5.6 CONDUCT OF MEETINGS TO CONFORM TO BROWN ACT. All meetings of the WDB shall be conducted in accordance with the requirements of the Ralph M. Brown Act (Government Code Section 54960, et seq., as amended).

ARTICLE VI TRANSACTION OF BUSINESS

6.1 VOTING. A quorum of the Members, present at any regular or special meeting of the membership shall be required to start the meeting of the WDB. Every act or decision done or made by a majority of the Members voting in the manner prescribed in this Article ~~7VI~~ and present at a meeting duly held at which a quorum is present is the act of the WDB.

6.2 DETERMINATION OF QUORUM. The presence of a quorum of the Board for any Board meeting shall be determined by the Secretary at the outset of each meeting, based on the following:

6.2.1 DEFINITION OF QUORUM The term "Quorum," as used in these ~~by-laws~~ **Bylaws**, shall be defined ~~by one or more policies, approved and adopted from time to time by the Board.~~ **as the minimum number of members who must be present at a meeting for the transaction of business (majority fifty-one percent).**

6.3 VOTING BY PROXY OR BY DESIGNATED REPRESENTATIVE PROHIBITED. No business of the WDB shall be conducted by use of proxies or by a representative of a voting member. All Members shall be present in order to effectively cast their votes.

ARTICLE VII VACANCIES

7.1 CIRCUMSTANCES. Vacancies on the WDB shall exist on the death, resignation, or removal of a Member.

7.2 MANNER OF FILLING VACANCIES. Vacancies on the WDB shall be filled by the Supervisors ~~in accordance with WIA Title 1, Chapter 2, Section 117.~~ **as prescribed in Section 4.1 in these Bylaws.**

7.3 TERM OF MEMBERS APPOINTED TO FILL VACANCIES. The term of persons appointed to fill vacancies shall be the remainder of the term of the member whose position has become vacant.

ARTICLE VIII
OFFICERS

8.1 NUMBER, QUALIFICATION AND TITLES. The Chair and Vice Chair of the WDB shall be WDB members from the private sector. The Secretary and all other officers may be elected or appointed from any membership category.

8.1.1 CHAIR. The Chair shall preside at all board meetings, and is vested with such other duties and responsibilities as prescribed in these by-laws, or as directed by majority vote of the Members of the WDB. The Chair shall be a member selected from the private sector, shall have served at least one year as an Executive Committee Member and shall have served for 2 years as a Board Member immediately preceding their election. The Chair by virtue of his or her position may attend any committee meeting and participate in committee discussions in an ex officio non-voting capacity.

8.1.2 VICE CHAIR. The Vice Chair shall perform the duties of the Chair in the Chair's absence and shall have served for 2 years as a Board Member immediately preceding his/her election.

8.1.3 SECRETARY. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Members may direct, a book of minutes of all meetings and actions of WDB. The Secretary shall give, or cause to be given notice of all meetings required by the Bylaws or by law to be given, and he or she, and shall have such other powers and perform such other duties as may be prescribed by the Chair, the WDB or by these Bylaws.

8.1.4 TREASURER. The Treasurer shall be appointed by the Chair from the private sector and will be responsible for working closely with WDO fiscal staff in order to develop, review, and provide monthly financial reports to the WDB and Executive Committee. The Treasurer shall have at least 5 years of experience working in financial management and shall have such other powers and perform such other duties as may be prescribed by the Chair, the WDB or by these Bylaws.

~~8.1.45 SUBORDINATE OFFICERS~~ **STANDING COMMITTEES.** Any subordinate officers appointed by the Board of Directors pursuant to of this Article VIII shall hold office for such other duties as prescribed in these by the Board. The WDB Chair, in collaboration with the WDB Director, shall appoint standing committee Chairs and memberships.

8.1.56 IMMEDIATE PAST CHAIR. The Immediate Past Chair shall serve as a voting member of the Executive Committee, and, if appointed, may serve on any other committee as a regular member. The outgoing Chair shall serve as Immediate Past Chair for a one year term or so long as the then current Chair is in office.

8.2
TERM OF OFFICE, ELECTION, AND RESIGNATION OF OFFICERS. Officers of the WDB may serve up to ~~two~~three successive one year terms in the office to which they were elected coinciding with the first and last days of the Business Year (as defined in Article XI, below) for which they are elected. Any subordinate officers appointed by the

WDB pursuant to this Article VIII shall hold office for such period, have such authority and perform such duties as may, from time to time, be determined by the Board. Nothing shall preclude a person otherwise qualified to be elected to additional terms so long as said terms are not more than ~~two~~**three** consecutive one year terms.

8.3 NOMINATION OF OFFICERS. Prior to the last WDB meeting of each Business Year, the incumbent officers shall develop a slate of nominees to fill the WDB offices for the succeeding Business Year.

8.4 ELECTION OF OFFICERS. At the last WDB meeting of each Business Year, the slate of nominees shall be presented to the Members. Any Member may present nominees from the floor. The Members shall then vote for one nominee for each office. The member with the highest number of votes shall be elected to the applicable office. In the event of a tie vote, the winner shall be determined by lot.

8.5 RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the WDB Chair **and/or WDB Director**.

8.6 REMOVAL. Any elected officer may be removed, at any time, either with or without cause, by a majority vote of the Members.

8.7 VACANCIES. All vacancies in any office because of death, resignation, removal, disqualification, or any other cause shall ~~forthwith~~ be filled in the manner prescribed in these Bylaws for regular election of officers. Persons elected to fill such vacancies shall serve for the remainder of the term of office of the departing officer.

ARTICLE IX COMMITTEES

9.1 EXECUTIVE COMMITTEE. The Executive Committee shall consist of the officers, and all standing committee chairs, the immediate past chair and the ad hoc committee chairs. Ad hoc committee chairs shall be ex-officio, non voting members of the Executive Committee whose membership shall terminate at such time as the Executive Committee has determined that the purpose for which the ad hoc committee was established has been achieved.

9.2 OTHER STANDING COMMITTEES. Standing Committees consist of the ~~Finance Committee~~, Business and Planning Committee, **One Stop Policy** and **Oversight Committee and the WDB Youth Committee** ~~Policy Committee~~. Upon recommendation by the Chair or a majority of the Executive Committee and approval by the WDB, additional standing committees may be established or eliminated. ~~All~~ **The Executive Committee and** Standing Committees ~~other than the Executive Committee~~ shall have a minimum of five (5) and a maximum of seven (7) members. ~~The Finance Committee shall consist of WDB members only. The members of the standing committees shall be selected by the Chair.~~ Standing committees ~~subsequently established as provided in this Section 9.2~~ may include non-WDB members provided that the majority of such committees shall consist

of WDB members, unless otherwise determined at the time of establishment of such committees.

9.3 AD HOC COMMITTEES. The Chair, **in collaboration with the WDB Director**, may appoint one or more ad hoc committees, whose membership shall consist of a minimum of three (3) members and a maximum of five (5) members. WDB members will serve as Chair and Vice-Chair. No action will be taken unless one WDB member is present. An Ad hoc committee's responsibility shall be limited to a specific task or activity. Ad hoc committees shall terminate at such time as the ad hoc committee has fulfilled its purposes, as determined by the Executive Committee.

9.4 COMMITTEE MEMBERS' TERMS. The term for Members serving on any standing committee other than the Executive Committee (whose committee seats are specific to their titles) shall terminate at the end of each Business Year. The terms of ad hoc committee members shall terminate upon termination of the committee by the Executive Committee. While this ~~Section 9.3~~ prescribes the terms for all standing committee members other than the Executive Committee, **nothing herein shall preclude reappointment of any committee members may be reappointed** to one or more successive terms.

9.5 REMOVAL OF **COMMITTEE MEMBERS OF COMMITTEES**. Any committee member whose WDB membership is terminated for any reason defined in these ~~By-Laws~~ **Bylaws** shall be automatically removed as a committee member and his or her term shall be completed by **an existing** WDB member ~~in good standing~~, appointed by the Chair.

ARTICLE X WDB COUNCILS

~~10.1 YOUTH COUNCIL. Council membership will be appointed and shall interact with the WDB Chair, in accordance with WIA Section 117 (h).~~

~~10.12~~ OTHER COUNCILS. Subsequent **C**ouncils shall be created as deemed necessary.

ARTICLE XI WDB BUSINESS YEAR

11.1 BUSINESS YEAR DEFINED. For all purposes, the time frame which shall apply to the twelve month period utilized by the WDB for transacting business ("Business Year") shall commence on July 1st and shall end on the following June 30th.

11.2 FIRST BUSINESS YEAR. The first Business Year of the WDB commenced on July 1, 2007.

ARTICLE XII AMENDMENTS

12.1 METHOD FOR AMENDING BYLAWS. These Bylaws may be amended by majority vote of the Members of the WDB, subject to final approval by the Board of Supervisors.

CERTIFICATION

I hereby certify that, upon motion duly made and seconded, ~~the foregoing revised BY-LAWS~~ **Bylaws** of the ~~Imperial County Workforce Development Board~~ were approved by a majority vote of **the Imperial County Workforce Development Board at its regular meeting held at 2799 S. 4th Street, El Centro, California on August 26, 2015,** ~~said Board at a Board meeting, held at the Board's regular meeting place in El Centro, California, on August 23, 2013~~ **and is** subject to final approval by the Imperial County Board of Supervisors.

Date: _____
_____ Secretary

Timothy E. Kelley, Chairman
Imperial County Workforce Development Board

Date

Miguel Figueora, Director
Imperial County Workforce Development Board

Date

Ryan E. Kelley, Chairman
Board of Supervisors

Date



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BYLAWS
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A Department of the County of Imperial, State of California
Approved By Workforce Development Board
September 23, 2015

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ARTICLE II
STATUS OF THE WDB

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3.1 OBJECTIVE. The WDB shall assist the Supervisors in achieving their mission, as prescribed by the Act, by identifying and recommending actions and initiatives to enhance the provision of workforce development services, to increase involvement of the business community, including small and minority businesses, in workforce development activities, to increase private sector employment opportunities, and to ensure the economic health in and for the County of Imperial.

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ARTICLE IV MEMBERS

4.1 APPOINTMENT. Members of the WDB shall be appointed by the Supervisors.

4.1.1 MEMBERSHIP. WDB membership shall be in accordance with WIOA Section 107(b).

4.1.2 BOARD MEMBERS NOT COUNTY EMPLOYEES. Although the WDO has been designated by the Supervisors as a County department, WDB appointed members shall not be deemed County employees by virtue of such appointment.

4.2 TERMS OF MEMBERS. Membership terms shall be three years. Commencement of all terms shall be retroactive to the commencement of the WDO Business Year, as defined below.

4.2.1 EXPIRATION OF MEMBERS TERMS. Upon completion of the three year appointment, a WDB member may be reappointed by the Supervisors

4.2.2 RESIGNATION OF MEMBERS. Any member may resign at any time by giving written or verbal notice to the WDB Chair or WDO Director.

ARTICLE V MEETINGS

5.1 MEETINGS OF WDB MEMBERS. Meetings of the Members shall be called and conducted in accordance with this Article V.

5.2 FREQUENCY OF MEETINGS.

5.2.1 REGULAR MONTHLY MEETINGS. The Imperial County Workforce Development Board shall meet on a monthly basis, unless there are no action items for the WDB to consider.

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5.6 CONDUCT OF MEETINGS TO CONFORM TO BROWN ACT. All meetings of the WDB shall be conducted in accordance with the requirements of the Ralph M. Brown Act (Government Code Section 54960, et seq., as amended).

ARTICLE VI TRANSACTION OF BUSINESS

6.1 VOTING. A quorum of the Members, present at any regular or special meeting of the membership shall be required to start the meeting of the WDB. Every act or decision done or made by a majority of the Members voting in the manner prescribed in this Article VI and present at a meeting duly held at which a quorum is present is the act of the WDB.

6.2 DETERMINATION OF QUORUM. The presence of a quorum of the Board for any Board meeting shall be determined by the Secretary at the outset of each meeting, based on the following:

6.2.1 DEFINITION OF QUORUM The term “Quorum,” as used in these Bylaws, shall be defined as the minimum number of members who must be present at a meeting for the transaction of business (majority fifty-one percent).

6.3 VOTING BY PROXY OR BY DESIGNATED REPRESENTATIVE PROHIBITED. No business of the WDB shall be conducted by use of proxies or by a representative of a voting member. All Members shall be present in order to effectively cast their votes.

ARTICLE VII VACANCIES

7.1 CIRCUMSTANCES. Vacancies on the WDB shall exist on the death, resignation, or removal of a Member.

7.2 MANNER OF FILLING VACANCIES. Vacancies on the WDB shall be filled by the Supervisors as prescribed in Section 4.1 in these Bylaws.

7.3 TERM OF MEMBERS APPOINTED TO FILL VACANCIES. The term of persons appointed to fill vacancies shall be the remainder of the term of the member whose position has become vacant.

ARTICLE VIII OFFICERS

8.1 NUMBER, QUALIFICATION AND TITLES. The Chair and Vice Chair of the WDB shall be WDB members from the private sector. The Secretary and all other officers may be elected or appointed from any membership category.

8.1.1 CHAIR. The Chair shall preside at all board meetings, and is vested with such other duties and responsibilities as prescribed in these by-laws, or as directed by majority vote of the Members of the WDB. The Chair shall be a member selected from the private sector, shall have served at least one year as an Executive Committee Member and shall have served for 2 years as a Board Member immediately preceding their election. The Chair by virtue of his or her position may attend any committee meeting and participate in committee discussions in an ex officio non-voting capacity.

8.1.2 VICE CHAIR. The Vice Chair shall perform the duties of the Chair in the Chair’s absence and shall have served for 2 years as a Board Member immediately preceding his/her election.

8.1.3 SECRETARY. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Members may direct, a book of minutes of all meetings and actions of WDB. The Secretary shall give, or cause to be given notice of all meetings required by the Bylaws or by law to be given, and he or she, and shall have such other powers and perform such other duties as may be prescribed by the Chair, the WDB or by these Bylaws.

8.1.4 TREASURER. The Treasurer shall be appointed by the Chair from the private sector and will be responsible for working closely with WDO fiscal staff in order to develop, review, and provide monthly financial reports to the WDB and Executive Committee. The Treasurer shall have at least 5 years of experience working in financial management and shall have such other powers and perform such other duties as may be prescribed by the Chair, the WDB or by these Bylaws.

8.1.5 STANDING COMMITTEES. The WDB Chair, in collaboration with the WDB Director, shall appoint standing committee Chairs and memberships.

8.1.6 IMMEDIATE PAST CHAIR. The Immediate Past Chair shall serve as a voting member of the Executive Committee, and, if appointed, may serve on any other committee as a regular member. The outgoing Chair shall serve as Immediate Past Chair for a one year term or so long as the then current Chair is in office.

8.2

TERM OF OFFICE, ELECTION, AND RESIGNATION OF OFFICERS. Officers of the WDB may serve up to three successive one year terms in the office to which they were elected coinciding with the first and last days of the Business Year (as defined in Article XI, below) for which they are elected. Any subordinate officers appointed by the WDB pursuant to this Article VIII shall hold office for such period, have such authority and perform such duties as may, from time to time, be determined by the Board. Nothing shall preclude a person otherwise qualified to be elected to additional terms so long as said terms are not more than three consecutive one year terms.

8.3 NOMINATION OF OFFICERS. Prior to the last WDB meeting of each Business Year, the incumbent officers shall develop a slate of nominees to fill the WDB offices for the succeeding Business Year.

8.4 ELECTION OF OFFICERS. At the last WDB meeting of each Business Year, the slate of nominees shall be presented to the Members. Any Member may present nominees from the floor. The Members shall then vote for one nominee for each office. The member with the highest number of votes shall be elected to the applicable office. In the event of a tie vote, the winner shall be determined by lot.

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ARTICLE IX COMMITTEES

9.1 EXECUTIVE COMMITTEE. The Executive Committee shall consist of the officers, and all standing committee chairs, the immediate past chair and the ad hoc committee chairs. Ad hoc committee chairs shall be ex-officio, non voting members of the Executive Committee whose membership shall terminate at such time as the Executive Committee has determined that the purpose for which the ad hoc committee was established has been achieved.

9.2 OTHER STANDING COMMITTEES. Standing Committees consist of the Business and Planning Committee, One Stop Policy and Oversight Committee and the WDB Youth Committee. Upon recommendation by the Chair or a majority of the Executive Committee and approval by the WDB, additional standing committees may be established or eliminated. The Executive Committee and Standing Committees shall have a minimum of five (5) and a maximum of seven (7) members. Standing committees may include non-WDB members provided that the majority of such committees shall consist of WDB members, unless otherwise determined at the time of establishment of such committees.

9.3 AD HOC COMMITTEES. The Chair, in collaboration with the WDB Director, may appoint one or more ad hoc committees, whose membership shall consist of a minimum of three (3) members and a maximum of five (5) members. WDB members will serve as Chair and Vice-Chair. No action will be taken unless one WDB member is present. An Ad hoc committee's responsibility shall be limited to a specific task or activity. Ad hoc committees shall terminate at such time as the ad hoc committee has fulfilled its purposes, as determined by the Executive Committee.

9.4 COMMITTEE MEMBERS' TERMS. The term for Members serving on any standing committee other than the Executive Committee (whose committee seats are specific to their titles) shall terminate at the end of each Business Year. The terms of ad hoc committee members shall terminate upon termination of the committee by the Executive Committee. While this section prescribes the terms for all standing committee members other than the Executive Committee, committee members may be reappointed to one or more successive terms.

9.5 REMOVAL OF COMMITTEE MEMBERS. Any committee member whose WDB membership is terminated for any reason defined in these Bylaws shall be automatically removed as a committee member and his or her term shall be completed by an existing WDB member, appointed by the Chair.

ARTICLE X WDB COUNCILS

10.1 COUNCILS. Councils shall be created as deemed necessary.

ARTICLE XI
WDB BUSINESS YEAR

11.1 BUSINESS YEAR DEFINED. For all purposes, the time frame which shall apply to the twelve month period utilized by the WDB for transacting business (“Business Year”) shall commence on July 1st and shall end on the following June 30th.

11.2 FIRST BUSINESS YEAR. The first Business Year of the WDB commenced on July 1, 2007.

ARTICLE XII
AMENDMENTS

12.1 METHOD FOR AMENDING BYLAWS. These Bylaws may be amended by majority vote of the Members of the WDB, subject to final approval by the Board of Supervisors.

CERTIFICATION

The foregoing revised Bylaws were approved by a majority vote of the Imperial County Workforce Development Board at its regular meeting held at 2799 S. 4th Street, El Centro, California on September 23, 2015, and is subject to final approval by the Imperial County Board of Supervisors.

Timothy E. Kelley, Chairman
Imperial County Workforce Development Board

Date

Miguel Figueroa, Director
Imperial County Workforce Development Board

Date

Ryan E. Kelley, Chairman
Board of Supervisors

Date

Imperial County Workforce Development Board Executive Committee Action Agenda Item 5

MEETING DATE: September 23, 2015

ITEM: 5

SUBJECT: Discussion/Action to approve PY 2015-2016 funding recommendations for WIOA Training Programs

FROM: Miguel Figueroa, ICWDO Director

RECOMMENDATION:

ICWDO Director recommends to approve the following WIOA ITA Training Programs for a total amount not to exceed \$118,742.00:

Program	Cost/Student	# Students	Total Cost/Program	Industry/Certification
Automotive Brakes and Suspension	\$1,738	15-20	\$34,760	ASE – A5 Brakes
Business Office Academy	\$3,261	15-20	\$48,917	MOS – Word MOS – Excel MOS – PowerPoint
Shield Arc Welding	\$1,846	15-20	\$35,065	Shield Arc Welding Certification (AWS)

BACKGROUND:

The proposed ITA trainings would be provided by Imperial Valley College during the winter session (January 4 – February 11, 2016) and/or summer session (June 13 – August 11, 2016) only. All of these trainings provide industry recognized certifications. WIOA mandates that local boards collaborate with education providers and community colleges in the local area to develop and implement career pathways by aligning the employment, training, education and supportive services that are needed by adults. Imperial County Workforce Development Office staff will be tasked with the intensive case management and placement duties for all WIOA participants completing these trainings.

FISCAL IMPACT:

\$118,742.00

**Imperial County Workforce Development Board
Executive Committee
Action Agenda Item 6**

MEETING DATE: September 23, 2015

ITEM: 6

SUBJECT: Discussion/Action to approve updates to WDB Policies
(Revised December 2014-June 2015)

FROM: Miguel Figueroa, ICWDO Director

RECOMMENDATION:

ICWDO Director recommends to approve revisions made to four WDB policies.

BACKGROUND:

The Workforce Innovation and Opportunity Act (WIOA) document references main sections and subsections numerically differently than the Workforce Investment Act (WIA) document. To ensure proper alignment of WIOA references, and that relevant corresponding sections and numbering are accurately cited in WDB policies, four most recently WDB approved policies were analyzed and updated to include the correct WIOA references.

FISCAL IMPACT: None



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POLICY	ORIGINAL DATE	LAST REVISION
Individual Training Account (ITA) Policy	FISCAL YEAR 2012-2013	September 23, 2015

POLICY OVERVIEW:

The purpose of this policy is to provide guidelines for implementing Individual Training Accounts (ITAs) that are flexible and maximizes informed customer choice in selecting an eligible training provider. This policy sets the training limit amount and duration of ITAs developed for eligible individuals funded under the Workforce Innovation and Opportunity Act (WIOA) in Imperial County. WIOA training is only provided for the high demand/high growth industries identified by the Imperial County Workforce Development Board (WDB). In addition, this policy identifies eligibility requirements for approved ITA training providers.

REFERENCE:

WIOA Section 122(c)(1) Application procedures
 WIOA Section 134(c)(3)(G), Use of Individual Training Accounts
 WIOA Section 194(12), General Program Requirements
 WIA Final Rule Section 663.310, Determining the Need for Training
 WIA Final Rule Section 663.320, Training Services
 WIA Final Rule Section 663.400-440, Individual Training Accounts
 WIA Final Rule Section 663.508, Definition of a Program of Training Services
 EDD WIAD06-21, Workforce Training Act (SB 293) Implementation Guidance
 EDD WSD13-10 Workforce Investment Act Eligible Training Provider List Policy and Procedures

POLICY:

Training services may be made available to employed and unemployed WIOA Title I eligible adults and dislocated workers:

- Who have met the eligibility requirements for training services. (*Reference WIA Eligibility Technical Assistance Guide, dated September 2014, WDB Policy 05- General Eligibility Criteria and Priority of Service for Adult WIA Services and WDB Policy 10- Eligibility Criteria for Dislocated Worker Services*);
- Who have received at least one Intensive Service and have been determined to be unable to obtain or retain employment through Intensive Services; are in need of training services and have the skills and qualifications to successfully complete the training program; and are unable to attain grant assistance from other sources such as Pell Grants, Trade Adjustment Act, or require WIOA assistance in addition to other sources of grant assistance;



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- Who select a program of training services that is directly linked to employment opportunities in occupations that have been determined by the WDB to be in demand in the local area, or in other area to which an adult or dislocated worker receiving such services is willing to relocate; and
- Who select a program that may only be purchased through training providers that are registered and WIOA eligible on the State's Eligible Training Provider List (ETPL) through CalJOBS.

Training services are provided through Individual Training Accounts (ITAs) that allow adults and dislocated workers to receive training. Training services are intended to be provided in a manner that maximizes informed customer choice and may only be purchased through training providers registered and WIOA eligible on the State's ETPL through CalJOBS, located online at: www.caljobs.ca.gov. The courses listed on the ETPL through CalJOBS are continuously updated by training providers with the most current information on training programs in order to provide individuals a variety of training programs and occupational choices.

ITAs may also be funded through Dislocated Worker Additional Assistance Project and National Emergency Grant funding when applicable, and participants qualify for training services.

TRAINING SERVICES FOR ITAs:

Pursuant to 20 CFR 663.508, "a program of training services can consist of one or more courses or a training regimen, and that either of these can lead to a formal credential (such as a degree or certificate) or to the acquisition of skills and competencies recognized by employers for a specific job or occupation, as well as general skills and competencies necessary for a broad range of occupations, or job readiness. The skills and competencies should be recognized by employers and identified in advance. Such competencies may include literacy or English language abilities."

TRAINING PROVIDER ELIGIBILITY:

Training providers are eligible to receive Individual Training Accounts (ITA) through WIOA funds when they are approved for listing on the State Eligible Training Provider List (ETPL). In order to be listed on the ETPL and receive WIOA funds for providing training services to adults and dislocated workers in Imperial County, a training provider will need to establish an account by registering in CalJOBS, located at www.caljobs.ca.gov, and submit an Application For Local Certification (which includes an ITA Service Provider Agreement) to the WDB. The WDB will review these submissions and verify information by following the ETPL statewide policy and local procedures. Once approved, Eligible Training Providers (ETPs) will be able to add and maintain its training programs and required reporting documents and related information through CalJOBS.



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The initial listing of qualified training providers may be valid for up to 24 months. An annual determination of subsequent eligibility will be made by the WDB beyond that point (20 CFR 663.530). **Subsequent eligibility to remain on the Local ETPL is based on the performance outcomes achieved by the entire cohort of participants in that program. All ETPs are required to submit information on performance outcomes to determine eligibility for listing and to facilitate informed customer choice**

ITA SERVICE PROVIDER AGREEMENT MINIMUM REQUIREMENTS:

All ETPs must enter into services agreements specifying the terms and conditions for payment of participants accepted for training. A training provider class may not consist of any more than 25% of WIOA participants at any given time, unless special trainings need to be provided.

At a minimum, an ITA Service Provider Agreement must comply with the requirements of WIOA rules and regulations including identifying the occupation, skills and competencies to be learned, the length of time the training will be provided, program performance information and cost information. ETPs will be required to develop a pre-requisite assessment for each course of training.

An ITA Service Provider Agreement is considered to be a legally binding agreement between the ETP and the WDO. At least two original signed ITA contracts are required; an original for the WDO and one for the ETP.

ITA SERVICE PROVIDER AGREEMENT MODIFICATION:

In order to avoid any potential delays in the ITA contracting process, the WDO Director will have the discretion to amend the allowable amount, duration, and/or any extraordinary amendments required for the successful implementation of an ITA Service Provider Agreement, pending approval of the WDB.

PERFORMANCE:

ITA service providers must adhere to performance guidelines according to the WDB's yearly negotiated local area performance measures and the performance criteria specified in the WIA Eligible Training Provider List Policy and Procedures (WSD13-10). **On an annual basis, all approved ETPs are required to enter performance data into CalJOBS for each program to be listed and provide written evidence to the WDB on a quarterly basis that they have met the minimum performance criteria required.**

ITA service providers' facilities, curriculum, classroom instruction, class schedule, financial records and attendance records may be reviewed prior to and during the period of performance on any ITA by the State, Federal and/or local monitors, WDO staff, or auditors to ensure compliance with funding requirements.



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In the event that a contracted ETP is determined to have an unfavorable review pertaining to participant training, services, performance outcomes, and/or other criteria specified in the ITA Service Provider Agreement, a WDO staff member will schedule and facilitate a performance remediation meeting to discuss possible technical assistance and procedures as outlined in the WDB Performance Remediation Policy.

CASE MANAGEMENT AND PLACEMENT:

In recognition of the importance of case management in assisting participants as cited in 20 CFR 663.410, all WIOA participants receiving training provided through ITAs will also receive case management, job placement and follow up services provided by training providers, and/or assigned WDO staff, as stipulated in the ITA Service Provider Agreement. In ITA Service Provider Agreements for training only, WDO staff will provide the required participant case management, job placement and follow up services.

LIMITS ON FUNDING AMOUNT AND DURATION:

The training requirements listed below apply to all Imperial County WIOA Title I Service Providers:

- ITAs for WIOA Title I eligible adults and dislocated workers may not exceed five thousand (\$5,000) dollars, per enrolled individual;
- Maximum training time will be twelve (12) months;
- Individual funding awards will be based on the cost of training and financial need, including availability of other training grants;
- Funds may be used for tuition and educational supplies (such as books, fees, uniforms, tools, license fees upon completion of training, tutoring, testing fees and interpreters);
- Multiple awards may be made to the same job seeker, up to the amount of the lifetime cap (\$5,000);
- ITA funds may not be used to pay for failed classes or failed attempts for testing, unless significant barriers are identified which prevented the participant from obtaining their goal; and
- **Imperial County WIOA funded service providers must request, in writing, and receive written authorization from the WDO Director pending approval of the WDB, to exceed the cap amount of \$5,000 and/or exceed the duration cap of 12 months.** The request must include the entire participant case file with succinct notes, supporting documents, and data to include: a completed objective assessment that indicates the rationale for requesting the training at a higher level than the training limit; the reason the program was selected and how it is directly linked to employment opportunities in the local area based on the WDB identified in demand occupations; and finally, the reason why the participant is unable to obtain funding assistance from other sources to pay for the additional training costs.



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INVOICING/PAYMENT METHODS:

Eligible Training Provider (ETPs) may submit invoices to the Imperial County Workforce Development Office (WDO) at the following times during the course of training: **Enrollment, Midpoint, Completion and Placement**. All invoices must be properly prepared and submitted with required documentation in order for the WDO to process payments according to established procedures. **For ITAs providing training only, final payment may be made at the completion phase of training**. Invoices must be submitted within 30 days after the completion of each phase. Documentation of hours completed and grade received, transcript of study completed, and a copy of certificate(s) received must also be provided to the WDO when submitting the final invoice for each participant.

OPTION A:

- **Enrollment** – 20% of the total payment will be paid for each participant at the time of enrollment.
- **Midpoint** – 20% of the total payment may be invoiced at the midpoint of training. Midpoint is defined as the completion of a minimum of 50% of the total training hours and 50% completion of the program competencies with satisfactory performance as determined by the training provider.
- **Completion of the training** – 30% of the total payment may be invoiced upon satisfactory completion of training. Completion is defined as 100% of the total program competencies with a minimum score of 80% and completion of 100% of the total training hours, or completion of all training requirements as specified in the ITA Service Provider Agreement, and the attainment of an Industry Recognized Certificate, Credential or License.
- **Placement** – The remaining 30% of the total payment will be paid when a participant is placed in an *unsubsidized training related employment position* within 180 days of the program completion date and the position must be a minimum of 32 hours per week.
***Note** - 15% of the total placement payment will be paid when a participant is placed in a *non-training related employment position* within 180 days of the program completion date, and the position must be a minimum of 32 hours per week.

OPTION B: Available only to agencies that are Bureau for Private Postsecondary Education (BPPE), California Department of Education (CDE), Chancellor's Office of the California Community Colleges (COCCC), Certified Community Colleges or Universities. **For ITAs providing training only, final payment may be made at the completion phase of training**. Invoices must be billed within 30 days after the completion of each phase.



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- **Enrollment** – 50% of the total payment will be paid for each participant at the time of enrollment.
- **Midpoint** – 25% of the total payment may be invoiced at the midpoint of training. Midpoint is defined as the completion of a minimum of 50% of the total training hours and 50% completion of the program competencies with satisfactory performance as determined by the training provider. .
- **Completion** - 15% of the total payment may be invoiced upon satisfactory completion of the training. Completion is defined as 100% of the total program competencies with a minimum score of 80% and completion of 100% of the total training hours, and the attainment of an Industry Recognized Certificate, Credential or License.
- **Placement** – The remaining 10% of the total payment will be paid when a participant is placed in *an unsubsidized training related employment position* within 180 days of the program completion date, and the position must be a minimum of 32 hours per week.
***Note** - 5% of the total placement payment will be paid when a participant is placed in a *non-training related employment position* within 180 days of the program completion date, and the position must be a minimum of 32 hours per week.

OVERSIGHT AND COMPLIANCE:

To ensure validity and correctness of the reimbursement amounts claimed, and that the training for which the ITA Service Provider Agreement is written is actually delivered, monitoring at the local level will include WDO and WDB staff oversight of the participant training. The on-site monitoring of the training will include documenting information received directly from the participants and the ITA training provider's perspective about how the training is progressing.

The ETP will maintain all financial, attendance, and miscellaneous records relating to the ITA Service Provider Agreement and will preserve the same for a period of not less than two years from the date of the final contract payment.

Such records may be required to be retained beyond said period if an audit has begun but is not completed, or if the audit findings have not been resolved at the end of the required retention period. In such cases, the records shall be retained until resolution of the audit findings.

ADA COMPLIANCE:

In accordance with the Americans with Disabilities Act (1990), all publicly funded agencies are prohibited from discriminating against persons with disabilities in all services, programs and activities provided. All privately operated public accommodations, commercial facilities and private entities offering examinations or training must make their goods and services accessible to persons with disabilities. Training providers must comply with all WIOA and WDB policies when applicable.



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APPEALS:

All ETPs shall have the right to appeal the WDB or State of California denial for listing on ETPL or de-listing from ETPL using procedures adopted by the State of California for CalJOBS. (Reference EDD Directive WSD13-10, "Eligible Training Provider List Policy and Procedures", located online at: http://www.edd.ca.gov/Jobs_and_Training/pubs/wsd13-10.pdf) In addition, a copy of the IMPERIAL COUNTY WORKFORCE DEVELOPMENT OFFICE WIOA GRIEVANCE AND COMPLAINT PROCEDURE may be obtained online at: www.ivworkforce.org, or by contacting the Imperial County Workforce Development Office Equal Employment Opportunity Officer located at 2799 S. 4th Street, El Centro, California 92243.



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POLICY	ORIGINAL DATE	LAST REVISION
On-the-Job Training Policy	FISCAL YEAR 2014-2015	September 23, 2015

POLICY OVERVIEW:

The purpose of this policy is to provide guidance and criteria used in the development of and the administration of On-the-Job Training (OJT) contracts. OJT contracts are contingent upon the availability of Workforce Innovation and Opportunity Act (WIOA) funds.

REFERENCE:

WIOA Section 3 (44), Definition of On-the-Job Training
 WIOA Section 194 (4) General Program Requirements
 WIA Final Rule, 20 CFR: Part 652, 663.240 through 663.720

POLICY:

1. Overview of OJT

OJT is one strategy for individuals to receive training funded through the Workforce Innovation and Opportunity Act. Under WIOA Section 3 (44) the term “on-the-job training” means training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job;
- Provides reimbursement to the employer for the costs associated with training the OJT trainee, which are usually calculated at half the pay rate for the agreed-upon training period; and
- Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participants, as appropriate.

2. Length of Training

An OJT contract must be limited to the period of time required for a participant to become proficient in the job for which the training is designed. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the job, the academic and occupational skill level of the participant, prior work experience, and the participant’s Individual Employment Plan (IEP). The IEP must describe a timeline for completion of the training.

3. Employer Payments

The maximum reimbursement to an employer is 50% of the wage rate for up to 12 weeks, (in the event of illness, an additional two weeks may be allowed) which is considered payment for extraordinary costs to the employer associated with training a new employee. OJT trainee wages are not reimbursable on days when the trainee is absent from work



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(whether paid or unpaid, approved or not approved – e.g. holidays, vacation, illness, instructor absence, company downtime) or other events in which no work occurred.

Overtime hours, bonuses and/or commissions will not be reimbursed. The employer is responsible for ensuring that the Imperial County Workforce Development Office (WDO) is not invoiced on such occasions.

The WDO requires that a participant be contracted to work on a full-time basis in order to process the OJT contract. This encourages the hiring of long-term unemployed workers and helps offset the cost of training.

4. Outreach Strategies

Outreach can be done directly or indirectly to both employers and job seekers. Outreach includes, but is not limited to: face-to-face contacts, electronic communication such as email and WDO website, direct mailers, press releases, involvement with Economic Development Corporations, networking with other agencies, and speaking to civic organizations.

5. Employer Pre-Screening and Eligibility Requirements for OJT

OJT is provided under an agreement with an employer in the public, private non-profit, or private sector. Prior to entering into an OJT agreement, a pre-screening will be conducted to ensure that the employer meets the minimum standards and can provide both training and long-term employment to an OJT trainee. Employers must ensure:

- Company verifies WIOA funds will not be used to relocate operations in whole or in part;
- Company has operated at current location for at least 120 days. If less than 120 days and the business relocated from another area in the U.S. and individual(s), employees were not laid off at the previous location as a result of the relocation;
- Company commits to retaining OJT trainees for a period of no less than one year;
- If the company has a collective bargaining agreement, the OJT contract does not impair existing contracts for services or collective bargaining agreements. If, as a program authorized under Title 1 of WIOA, the OJT would be inconsistent with a collective bargaining agreement, the program obtains written concurrence from the appropriate labor organization and employer before the OJT activity begins;
- OJT funds will not be used to directly or indirectly assist, promote or deter union organizing;
- The OJT will not result in the full or partial displacement of employed workers;
- The OJT trainee is employed under a payroll system that includes documentation of attendance, dates worked and number of hours worked per date, computation of gross wages, deductions, and net pay, and a maintenance system for cancelled checks;



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- Employer agrees that wage and labor standards will be adhered to and to pay the OJT trainee no less than the State minimum wage and at the same rates, including increases, as trainees or employees who are situated in similar jobs;
- Trainees will be provided the same workers' compensation, health insurance, unemployment insurance, retirement benefits, etc. as regular, non-OJT employees; and
- The employer will comply with all applicable Federal, State, and local laws and regulations, including those dealing with employment, discrimination, safety, health, the Fair Labor Standards Acts, WIOA and its regulations.

6. Employer Past Performance

The local program must not contract with an employer who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work. Such employers may be provided another opportunity to participate in training if they make a formal request for reconsideration to the WDB explaining in what manner the circumstances attributed to the failure have changed. The WDB will determine final eligibility.

7. OJT Trainee Requirements

Training services may be made available to employed and unemployed adults and dislocated workers who: (a) Have met the eligibility requirements for intensive services, received at least one intensive service under 20 CFR 663.240, and been determined to be unable to obtain or retain employment through such services; (b) After an interview, evaluation, or assessment, and case management, have been determined by the designated OJT coordinator to be in need of training services, and to have the skills and qualifications to successfully complete the selected training program.

An individual referred to a America's Job Center (formally known as One Stop Center) by an employer may be considered for OJT with that employer only after the individual has met intensive services eligibility requirements for the identified funding stream, received an assessment, and for whom an IEP has been developed which indicates an OJT is appropriate based upon the skill requirements of the occupation; the academic and occupational skill level of the participant; the participant's prior work history and experience; and the participant's level of commitment to program services and likeliness to succeed. The IEP documentation of a participant's appropriateness for OJT is required prior to the employer selecting an OJT trainee.



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A variety of assessment instruments are available to assist in the determination of participant/trainee suitability. The selection of appropriate assessment instruments is based upon the individual needs of the participant and training employer.

8. Required Documents

To encourage the use of OJT by employers and job seekers, it is critical that the OJT providers keep paperwork to a minimum. However, there are several documents required to effectively implement an OJT including OJT contracts, training plans (IEPs), invoicing and monitoring documentation. An OJT is considered a program cost under WIOA and should be reported as such on financial reports. Time sheets and evaluations will be provided to employers by the OJT coordinator.

A. OJT Contract Minimum Requirements

Contracts are the terms and conditions that the employer and OJT provider agree to provide for an OJT experience. At a minimum, an OJT contract must comply with the requirements of WIOA rules and regulations including identifying the occupation, skills and competencies to be learned, and the length of time the training will be provided. Contracts should also include requirements specific to the state and local areas and the requirements specific to OJTs funded through other federal programs. An OJT contract is considered to be a legally binding agreement between the employer and OJT provider. At least two original signed OJT agreements are required; an original for the WDO and one for the Employer.

B. Employer Orientation

The OJT coordinator will conduct an employer orientation with each employer and/or employer representative to discuss the contract provisions and training plans. The contract process sets the ground-rules for OJT with an employer and ensures there is a legally binding agreement between the employer and the WDO. OJT employers must be aware of the following:

- OJT participants must receive wages and fringe benefits equal to those similarly employed by the employer;
- The reimbursement mechanisms of an OJT are not a wage subsidy;
- It is expected that the participant will continue working after the payments to the employer end; and
- It is expected that participants who complete an OJT will continue to receive compensation and benefits commensurate with the job performance for a period of no less than one year.



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C. Training Plans

After determination of the occupation in which the participant will be trained, an OJT training plan must be developed to allow for the monitoring of agreed upon contract provisions and the progression of the established training program. The training plan should serve as a guide when delivering training. This plan will be a formal and written program of the structured job training that will provide participants with an orderly combination of instruction in work maturity skills, general employment competencies and occupationally specific skills that will enable the participant to work toward self-sufficiency. OJT providers can use O*NET and/or a company job description as a basis to begin listing skills or tasks. Skill descriptions should be concise and comprehensive and ensure that individual tasks are both measurable and observable. All OJT Training Plans must include:

1. Trainee information – name and contact information of participant and Social Security #;
2. Employer information – name and contact information;
3. OJT information – start and end dates, wage rate, and reimbursement rates;
4. Occupational information – job title and description, O*NET code, and number of hours per week. O*NET should not be relied upon exclusively at the risk of overlooking the needs, skills, and abilities of the participant and the specific needs of the employer;
5. Job skills – skills necessary to perform the job and the trainee’s skill level for each;
6. Training information – list of specific skills or tasks the employer agrees to provide to the participant, estimated training hours for each skill, and acknowledgement of skill obtained;
7. Signatures – of trainee and date, of employer and date, and of OJT provider and date; and
8. Employer proof of worker’s compensation and unemployment insurance coverage and any other documents that may be required from the employer in order to commence OJT.

D. Invoicing

Payments to employers for OJT shall be in compliance with WIOA program guidelines. Payments to employers are in compensation for the “extraordinary costs” associated with training participants. Employers are not required to document these extraordinary costs associated with training of participants, which may include more intense supervision; abnormal wear on tools; down time; and lower rates of production.

Payment to employers should be managed by an invoice system that clearly documents the number of hours worked each day by the participant and rate of pay for the time period. Invoices should be submitted to the WDO on a bi-weekly or monthly basis and must be signed by the participant, the employer and employee’s supervisor(s), along with an approved WDO invoice form that identifies total hours worked during the invoice period and payment method (e.g. check stub). The employer can invoice only for hours worked within the OJT contract period. Also, payments to employers must be based on scheduled raises and regular pay increases, if they occur.



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The employer will maintain all financial, attendance, and miscellaneous records relating to the OJT contract and will preserve the same for a period of not less than two years from the date of the final contract payment.

Such records may be required to be retained beyond said period if an audit has begun but is not completed, or if the audit findings have not been resolved at the end of the required retention period. In such cases, the records shall be retained until resolution of the audit findings.

I. OJT Funding Limitation

The maximum OJT amount authorized per trainee is \$5,000. However, a waiver to the limit may be allowed and approved by the WDO Director or the Administrator who signs the OJT contract pending final approval of the WDB. Consideration and approval of such payments will be based upon, but limited to: the occupation of training, the participant's work history, labor market conditions, hourly wage, fringe benefits, promotional opportunities, and the WDO's overall training budget.

II. Partial Payment

A partial payment may be made for incomplete contracts when the employee voluntarily leaves employment or when the employer must terminate the individual prior to contract completion. It is the responsibility of the employer to notify the WDO in the event of any action that may affect the successful completion of the OJT contract.

E. OJT Agreement Modification

In order to avoid any potential delays in the OJT contracting process, the WDO Director will have the discretion to amend the allowable amount, duration, and/or any extraordinary amendments required for the successful implementation of an OJT.

F. Monitoring

Monitoring is the responsibility of both the state and the WDO. To ensure validity and correctness of the reimbursement amounts claimed, and that the training for which the contract is written is actually delivered, monitoring at the local level will include WDO staff oversight of the participant training and corresponding employer payroll records. The on-site monitoring of the OJT will include documenting information received directly from the trainees, the trainee supervisor's perspective about how the training is progressing, and a review of the employer payroll records.

In addition to the on-site visit(s), regular contact with the participant and the employer is expected and should be recorded in the participant's file. At a minimum, this type of contact will occur monthly by telephone or email.



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POLICY	ORIGINAL DATE	LAST REVISION
Eligibility Criteria for WIOA Youth Services	FISCAL YEAR 2012-2013	May 13, 2015

POLICY OVERVIEW:

The purpose of this policy is to provide guidelines and criteria to be used by the Imperial County Workforce Development Board (WDB) and the Imperial County Workforce Development Office (WDO) in the application of youth eligibility criteria under the Workforce Innovation and Opportunity Act (WIOA).

WIOA replaces the Workforce Investment Act (WIA) and includes key changes such as; the focus of the youth formula-funded program has changed to focus more on out-of-school youth (from a minimum of 30 percent to a minimum of 75 percent of funding for out-of-school youth), in expanding the age of eligibility for out-of-school services to age 16-24, at least 20 percent of local youth formula funds must be used for work experience, eligibility for all youth services will consider individuals with disabilities, and expanding the required program elements to fourteen (14). Notably, WIOA shifts the primary program focus of Title I youth formula programs to support the educational and career success of out-of-school youth.

REFERENCE:

- WIOA Section 3 (18), Definition of Eligible Youth
- WIOA Section 3 (27) Definition of In-School Youth
- WIOA Section 3 (36) Definition of Low-Income Individual
- WIOA Section 3 (46) Definition of Out-of-School Youth
- WIOA Section 129 (a) (1) (B), Use of Funds for Youth Workforce Investment Activities
- WIOA Section 129 (a) (1) Youth Participant Eligibility
- WIOA Section 129 (a) (2) Eligibility Special Rule
- WIOA Section 129 (a) (3) (A) (ii) Exceptions for Persons who are not low-income individuals

POLICY:

Eligibility criteria for the WIOA youth program is defined in WIOA Section 129 (a) (1). To be eligible to participate in the WIOA youth program, an individual must be an out-of-school youth or an in-school-youth.

The eligibility criteria of out-of-school youth services are:

- A. Age 16 to 24 and not attending school
- B. Fall within one or more of the following categories:
 1. An individual with a disability
 2. School dropout
 3. Not attended school for at least the most recent complete school year calendar quarter.



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4. A high school graduate who is: basic skills deficient; or an English language learner.
5. Offender
6. Homeless, runaway, or foster child
7. Pregnant or parenting
8. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment
 - a. The term "low-income" used with respect to an individual, also includes a youth living in a high-poverty area. Youth in high poverty areas and youth receiving or eligible to receive a free or reduced price school lunch are considered low-income.

The eligibility criteria for in-school youth services are:

- A. Age 14 to 21 and attending school; (young people with disabilities can be under 14)
- B. Low-income individual
- C. Fall within one or more of the following categories:
 1. Individual with a disability
 2. Basic schools deficient
 3. English language learner
 4. Offender
 5. Homeless, runaway, or foster child
 6. Pregnant or parenting
 7. An individual who requires additional complete an educational program or to secure or hold employment

Exception - Up to 5 percent of participants served by the WIOA Youth program may be individuals who do not meet the minimum income criteria to be considered eligible youth if such individuals meet one or more of the barriers listed above. Sec. 129 (a)(3) (A)(ii)

OVERSIGHT AND COMPLIANCE

To ensure validity and correctness of eligibility criteria for youth, monitoring at the local level will include WDO and WDB staff oversight.



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POLICY	ORIGINAL DATE	LAST REVISION
WIOA Supportive Service Policy	FISCAL YEAR 2014-2015	September 23, 2015

POLICY OVERVIEW:

The purpose of this policy is to provide guidelines and criteria to be used by the Imperial County Workforce Development Board (WDB) and the Imperial County Workforce Development Office (WDO) in the administration of supportive services for current Workforce Innovation Opportunity Act (WIOA eligible Title I adult, dislocated worker and youth participants residing in Imperial County. In addition, this policy incorporates more detailed supportive service requirements including the development and retention of appropriate documentation of the need for, and provision of, supportive services.

REFERENCE:

WIOA Section 3 (59), Definition of Supportive Services
 WIOA Section 134 (c) (2), Required Local Employment and Training Activities
 WIOA Section 134 (d) (2) and (3), Permissible Local Employment & Training Activities
 20 CFR: Part 663 Subpart H for Adults and Dislocated Workers
 20 CFR: Part 664 Subpart D for Youth
 WIOA Section 129 (a) (c), Use of Funds for Youth Workforce Investment Activities

POLICY:

Supportive services for adults, dislocated workers and youth are defined in WIOA Section 103(59) and 134 (c) (2) and (3). Supportive services are intended to address a participant's needs or barriers as identified during the assessment process, and may include services such as transportation, childcare, dependent care, housing, and needs-related payments that are necessary to enable an individual to participate in activities authorized under WIOA Title I.

The availability of and referral to supportive services is one of the services that must be made available to adults and dislocated workers through America's Job Center (formally known as One Stop Center), and is a required Youth Program element to be made available based upon demonstrated need. All efforts to secure supportive services from other sources must first be exhausted by the participant and documented in the participant's case file before expending WIOA funds.

WIOA Title I supportive services are only to be provided when they are determined necessary, reasonable and allowable. The need for supportive services must be based on an objective assessment and described and justified when developing an Individual Employment Plan (IEP) for adults and an Individual Development Plan (IDP) for youth. Therefore, a thorough



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understanding of the resources and services available from other agencies is essential in providing services with WIOA funds. *Under no circumstances should a participant be denied supportive services without the documented concurrence of an America's Job Center Site Supervisor.*

INDIVIDUAL SUPPORTIVE SERVICE LIMITS:

Supportive services are only available to WIOA Participants, based on funding availability. Eligible WIOA Participants are entitled to receive a **\$500 yearly limit** and a **lifetime maximum limit of \$1,000.00** (cumulative for all supportive services categories).

ELIGIBILITY FOR SUPPORTIVE SERVICES:

Eligibility to receive supportive services will coincide with the eligibility criteria established in the Annual Poverty Guidelines published by the U.S. Department of Health and Human Services (HHS) and any local criteria established by WDB.

In order to be considered to receive supportive services, a Supportive Services Request Form (see ATTACHMENT 1) must be properly completed by the participant and a service provider case manager, or a WDO Client Service Specialist (CSS).

The General Policy for Supportive Service Payments include the following requirements:

- All requested expenditures must be supported by an itemized invoice for the approved supportive services. All such documentation will be retained both at the service provider level and the WDO Fiscal Department;
- Determination of needed supportive services on behalf of a participant must include documentation regarding how reasonableness of the specific supportive service and its associated costs was determined;
- WDO Client Service Specialist (CSS) staff must coordinate with the participant regarding receipt of the approved supportive service and associated reimbursement for the supportive service;
- CSS staff must assure that the WDB approved supportive service limit of **\$1,000** for all WIOA Title I eligible adult, dislocated worker and youth enrolled participants is not exceeded;
- Supportive services payment for mileage will not exceed the current Internal Revenue Service authorized per mile rate;
- Supportive services payments made on behalf of or directly to a participant must have written approval by supervisory and management staff. The written approval must denote the specific service to be provided and the amount to be expended;
- Supporting documentation must be retained in each participant's file; and



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- Service providers must implement a supportive services tracking log to ensure adequate safeguards are in place, prior to the payment of all supportive services.

ADULT AND DISLOCATED WORKERS:

Usual supportive service categories for WIOA eligible adults and dislocated workers are outlined in the Allowable Supportive Services List (see ATTACHMENT 2) and include the following:

1. Transportation

Expenses may be provided to enrolled adults and dislocated workers when transportation assistance is needed to allow participants in WIOA activities, including employment activities such as OJT and Customized Training. Transportation expenses for eligible WIA participants, including expenses to and from a childcare provider, are authorized but limited to usual and customary public/community transportation, such as bus line, or on a mileage reimbursement basis.

Bus tokens should be made available to participants in order to engage in core, intensive, and training WIOA activities. It is the responsibility of the America's Job Center (formally known as One Stop Center) to determine if a participant is in need of transportation assistance to enable access to an America's Job Center or training site. This supportive service is made available in order to assist all participants, including youth participating in Youth Programs or services, in accessing the America's Job Center or training facilities.

Usually gasoline/mileage assistance is provided to any participant who uses a vehicle registered to the participant or immediate family (spouse, parent, child, brother, sister, in-law, uncle, aunt, nephew, niece, first cousin, step-parent, step-child) member. If a privately owned vehicle is used, the participant must provide a valid driver's license, proof of vehicle registration, and proof of financial responsibility (insurance).

Supportive services for transportation may continue to assist a participant retain employment no longer than the point of exit from the program. Continued documentation must demonstrate an ongoing need for services.

2. Housing

Only under extraordinary circumstances may supportive services be used to pay for housing. Extraordinary circumstances may include a WIOA participant who has been confronted with an eviction preceding either by virtue of a property owner's/landlord's notice of eviction or by a complaint filed in the appropriate jurisdiction of a local court of law. Funds may only be used



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to pay monthly rental costs and not for the purpose of being applied toward the purchase of a residence owned by the WIA participant.

3. Ancillary Expenses

Ancillary expenses shall be limited to costs necessary to attend WIA activities which include, but are not limited to, books, tools, clothing, background checks, testing fees, application fees, drug tests and other costs necessary to attend and/or participate in a training activity that is not otherwise included in the total cost of the program. An ancillary expense may also include those costs directly related to obtaining employment, including expenses related to a condition of employment and/or expenses for the purpose of interviewing for an employment position (i.e. hygiene, clothing, employment related physical or eye exam, tests for communicable diseases, safety or eye glasses, etc.).

YOUTH:

Supportive services is one of the fourteen WIOA services elements that must be made available to eligible youth based on each participant's assessment and Individual Development Plan (IDP). Commencing July 1, 2015, in accordance with the Workforce Innovation and Opportunity Act (WIOA), supportive services will now be one of a total of 14 program elements to be provided to youth. The standard to authorize supportive services for youth shall not vary from those for adults and dislocated workers. These supportive services also include, but are not limited to the following:

- a. Linkages to community services;
- b. Assistance with transportation;
- c. Assistance with housing;
- d. Referrals to medical services; including eye glasses;
- e. Assistance with uniforms and protective gear; and
- f. Other appropriate WIA activities.

All youth participants must receive some form of follow up services for a minimum duration of 12 months after program exit. Follow up services include supportive services and continued documentation must be maintained and demonstrate an ongoing need for services.

In the event that an eligible youth is co-enrolled in an adult program, supportive services may be provided under the WIOA adult program.

OVERSIGHT AND COMPLIANCE:

To ensure validity and correctness of funds expended for supportive services from WIOA Title 1 funds, monitoring at the local level will include routine WDO and WDB staff oversight.

ATTACHMENT 1

SUPPORTIVE SERVICE REQUEST FORM

Date: _____

NAME _____

SOCIAL SECURITY # _____

Agency: _____

Initial Enrollment Date _____

Current Enrollment Activity(s)

Start/End Dates

Supportive Service Request

Item(s) Amount

Purpose/Need of Supportive Service Request: _____

Resources Used (Supportive Service Only)

Outcome

Income Guidelines (Required for Supportive Service Requests Only)

List Family Members

List Income Amount

Total Family Members _____

Total Family Income \$ _____

Required Documents (Please Check)

- Documented Supportive Service Need in CalJOBS and IDP Attached
- Supportive Service Enrollment with Receipts or Quotes Attached

I have reviewed and certify that all of the above information is true and complete. I understand that the above information, if misrepresented may be grounds for immediate termination and/or penalties as specified by law.

Client Signature _____

Date _____

Client Service Specialist/Case Manager
Signature _____

Date _____

One Stop Supervisor
Signature _____

Date _____

Program Compliance Signature _____

Date _____

ICWDO Director Signature _____

Date _____

APPROVED DENIED (COMPLETED BY ICWDO STAFF)

ATTACHMENT 2

ALLOWABLE SUPPORTIVE SERVICES LIST

- Bus tokens or Bus pass
- Mileage
- Auto Repair
- Housing
- Clothing/Uniforms
- Testing Costs
- Licensing
- Utilities assistance
- DMV printout
- DMV Registration Tags
- Driver's License
- Fingerprinting and Background Check
- Tattoo Removal
- Books, Tools, Supplies
- Relocation