



A G E N D A

Orange County Workforce Development Board

April 30, 2025

10:00 A.M.

Location:

Huntington Beach Adult School
17231 Gothard Street, Room C116
Huntington Beach, CA 92647

The Orange County Workforce Development Board shall not hold a meeting unless the number of members participating constitutes a quorum of the Board.

This agenda contains a brief description of each item to be considered. Except as provided by law, no action shall be taken on any item not appearing in the agenda. Members of the public who wish to speak on an item(s) may complete a Speaker Request Form(s) identifying the items prior to the beginning of the meeting. To speak on a matter not appearing on the agenda, but under the jurisdiction of this Advisory Board, you may do so during Public Comments. Speaker request forms must be completed prior to the beginning of the meeting, the reading of the individual agenda items and/or the beginning of Public Comments. When addressing the Board, it is requested that you state your name for the record. Address the Board as a whole through the Chair. Comments to individual Members or staff are not permitted. Speakers are limited to three (3) minutes.

Materials/handouts are available 72 hours in advance of the meeting at <https://workforce.ocgov.com/oc-workforce-development-board>.

This WIOA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. TDD/TTY users, please call the California Relay Service (800) 735-2922 or 711. If you need special assistance to participate in this meeting, please contact info@ocworkforcesolutions.com at least 72 hours prior to the event to allow reasonable arrangements.

1. CALL TO ORDER: Anna Lisa Lukes, Chair
2. PLEDGE OF ALLEGIANCE
3. BOARD MEMBER ROLL CALL: OC Community Services Representative
4. PUBLIC COMMENT:
At this time, members of the public may address the Board regarding any items within the subject jurisdiction, provided that no action is taken on off-agenda items unless authorized by law. *(Comments shall be limited to three (3) minutes, unless the Chair pre-identifies a different time at the start of meeting for all public speakers).*

PRESENTATION:

5. ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS AND MOU OVERVIEW
Bob Lanter, Consultant, Workforce Development

ACTION ITEM:

6. MOU BETWEEN THE OCWDB AND BOS
Recommendation: Approve the updated MOU between the OCWDB and BOS, and authorize staff to make any non-substantive changes and submit to the BOS for final approval.
7. ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS
Recommendation: Approve the updated OCWDB Bylaws and authorize staff to make non-substantive changes and submit to the Board of Supervisors for final approval.
8. ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)
Recommendation: Approve the One-Stop MOU and authorize staff to make non-substantive changes and submit to the BOS for final approval.
9. POLICY UPDATES
 - A. Adult and Dislocated Worker Program Eligibility Policy
 - B. WIOA Assessments and Individual Employment Plan (IEP) Policy
 - C. WIOA Youth Incentives and Stipends Policy*Recommendation: Approve OCWDB Policies A, B, and C and authorize staff to make any non-substantive changes, including any references in related policies and forms, so long as the original intent of each policy is not altered.*

INFORMATIONAL ITEM(S):

10. CHAIR REPORT: Anna Lisa Lukes, Chair
 - A. UPCOMING EVENTS
11. DIRECTOR'S REPORT: Nancy Cook, Director
 - A. ADULT/ DW, YOUTH, & ONE-STOP OPERATOR CONTRACT RENEWALS

B. PROGRAM PERFORMANCE

C. PROGRAM UPDATES

BOARD COMMENTS:

12. OPEN DISCUSSION

At this time, members of Board may comment on agenda or non-agenda matters provided that NO action may be taken on off-agenda items unless authorized by law.

ADJOURNMENT

NEXT MEETINGS:

OCWDB Full Board – August 27, 2025

Location - TBD

DISCLAIMER: No member of the Orange County Workforce Development Board (OCWDB) shall sign a letter or make a statement purported to represent the position of OCWDB as a body. Letters or verbal statements of support or opposition on any issue shall only be made or signed by the Chair of OCWDB and shall be submitted to the Advisory Board for pre-approval. The policy of the Board of Supervisors does not allow OCWDB or its Chair to sign a letter of position on any matters pertaining to legislation. OCWDB members may write personal letters or speak as individuals stating personal positions but may not do so as representing the position or opinion of OCWDB and/or the County of Orange.

Item #6 – ACTION

Memorandum of Understanding (MOU) between the Orange County Workforce Development Board (OCWDB) and the Orange County Board of Supervisors (BOS)

Recommendation Summary

April 30, 2025

BACKGROUND:

- **MOU:** A formal agreement defining the roles and responsibilities of the Chief Local Elected Official (the County of Orange's Board of Supervisors, BOS) and the Local Workforce Development Board (the Orange County Workforce Development Board, OCWDB) regarding workforce development program administration.
- **Purpose:**
 - Establishes oversight responsibilities of the Board of Supervisors for workforce funds and governance of the OCWDB.
 - Defines how the Board of Supervisors and OCWDB collaborate to ensure compliance with federal and state regulations.
 - Clarifies administrative, operational, and fiscal responsibilities for workforce programs.
- **Focus:** Accountability, governance, and the operational relationship between the Board of Supervisors and OCWDB. Periodic updates address policy changes, improve operations, and align workforce strategies with local and federal goals.

The proposed revisions clarify governance processes and reinforce the partnership between the OCWDB and Board of Supervisors. The current MOU was last updated in 2002.

RECOMMENDATION(S):

Approve the revised MOU between the OCWDB and Board of Supervisors, and authorize staff to make any non-substantive updates as needed, for submission to the BOS for final approval and adoption.

ATTACHMENT(S):

1. Redline & Clean draft of MOU

Item #7 – ACTION

Orange County Workforce Development Board Bylaws
Recommendation Summary
April 30, 2025

BACKGROUND:

- **Bylaws:** The governance document outlining the internal operational framework, roles, and responsibilities of the local workforce board.
- **Purpose:** Ensures compliance with federal and state legislation while defining how the board functions, including decision-making processes, member responsibilities, and operational guidelines.
- **Focus:** Internal governance of the board and its alignment with legislative requirements.

Periodic revisions are necessary to reflect legislative updates, streamline governance practices, and address emerging priorities.

The proposed updates clarify processes, ensure compliance with federal and state workforce legislation, establishes member roles and expectations, decision-making processes, and procedures to support local economic and workforce development initiatives.

RECOMMENDATION(S):

Approve the revised OCWDB Bylaws and authorize staff to make any non-substantive updates as needed, and/or recommended by County Counsel and County Leadership to align with County Commission and Advisory Board Standards, and for submission to the Board of Supervisors for final approval.

ATTACHMENT(S):

1. Redline & Clean draft of Bylaws

Item #8 – ACTION

One- Stop Memorandum of Understanding (MOU)
Recommendation Summary
April 30, 2025

BACKGROUND:

Under WIOA Section 121(c)(1), an MOU must be developed between the Local Workforce Development Board (the Orange County Workforce Development Board, OCWDB), the Chief Elected Official (the County of Orange's Board of Supervisors, BOS), and the American Job Center of California (AJCC) One-Stop System Partners. This agreement establishes shared operations, services, and cost responsibilities for the local one-stop delivery system and must be reviewed and updated at least once every three years.

The current MOU will expire on June 30, 2025. A newly updated MOU has been prepared to take effect from July 1, 2025, to June 30, 2028. This updated agreement reflects changes to partners, incorporates the finalized infrastructure funding agreement, and streamlines the document to ensure clarity and effective collaboration among all parties.

RECOMMENDATION(S):

Approve the One-Stop MOU, and authorize staff to make any non-substantive updates as needed, for submission to the BOS for final approval.

ATTACHMENT(S):

1. 2025 One-Stop MOU

Item #9– ACTION

Policy Updates

Recommendation Summary

April 30, 2025**BACKGROUND:****A. Adult and Dislocated Worker Program Eligibility Policy**

Subrecipients of WIOA funds are required to determine participant eligibility for Title I programs. This policy provides guidance regarding the participant eligibility requirements of the Workforce Innovation and Opportunity Act (WIOA) for the Adult and Dislocated Worker Programs.

- *The policy revisions include updates to priority of service, acceptable documentation, strengthening documentation and record-keeping procedures and aligning the policy with the latest Workforce Services Directives.*

B. WIOA Assessments & Individual Employment (IEP) Policy

Subrecipients of WIOA funds are required to complete an assessment with each participant to determine an individualized service plan and connect them with individualized career and training services. This policy provides guidance regarding the assessment process and development of an IEP.

- *The policy revisions include updates to the assessment process, timeline, documentation requirements and clarification on when an academic assessment is required.*

C. WIOA Youth Incentives and Stipends Policy

Subrecipients of WIOA funds may provide incentives and stipends to participants enrolled in the WIOA Youth Program to encourage participation and achieve successful outcomes.

- *The policy revisions include updated guidance for providing stipends and incentive payments to eligible youth participants, strengthening documentation and record keeping procedures, and aligning the policy with the Workforce Services Directive.*

RECOMMENDATION(S)

Approve OCWDB Policies A, B, and C and authorize staff to make any non-substantive changes, including any references in related policies and forms, so long as the original intent of each policy is not altered.

ATTACHMENT(S): Redline & Clean Drafts for each policy

1. Adult and Dislocated Worker Program Eligibility Policy
2. WIOA Assessments and Individual Employment Plan (IEP) Policy
3. WIOA Youth Incentives and Stipends Policy



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 OC Community Services

 **WORKFORCE**
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Informational Item #11A

Adult and Dislocated Worker, Youth, & One-Stop Operator
Contract Renewal Summary
April 30, 2025

Adult and Dislocated Worker Contract Renewal:

Final contract term with Career TEAM, LLC to continue delivering WIOA-funded career services from July 1, 2025, to June 30, 2026, in an amount not to exceed \$3,875,000.

Background:

Career TEAM, LLC serves as the WIOA One-Stop Operator and Service Provider for the OCWDB, delivering comprehensive employment and training services to Adult and Dislocated Worker populations across Orange County (excluding Santa Ana and Anaheim). Services include career counseling, skills assessments, job placement assistance, training opportunities, supportive services, and retention support. These services are delivered at multiple locations, including OC Workforce Solution Centers in Brea and Laguna Niguel, emergency shelters, correctional facilities, and through a mobile unit.

Concerns:

No concerns for performance. Career TEAM is currently meeting or exceeding all contract performance metrics.

Performance Measures	FY 2024-25 Goal (Current)	FY 2024-25 Year-to-Date Performance (as of 3/31/2025)	Status	FY 2025-26 Goal (Proposed)
Total Adult/Dislocated Worker Population Served	1,231	1,154	On track to meet	1,246
Placement in Employment (2nd Quarter After Exit)	71.5%	65.4%	On track to meet	71.5%
Placement in Employment (4th Quarter After Exit)	71%	60.4%	On track to meet	71%
Median Earnings	\$9,850	\$10,270.66	Exceeded	\$9,850
Credential Rate	75.5%	76.8%	Exceeded	75.5%
Measurable Skills Gain	65%	73.6%	Exceeded	65%

Youth Contract Renewal:

Second amendment to the WIOA Youth Program Services contract with the City of La Habra for the period July 1, 2025, through June 30, 2026, in an amount not to exceed \$3,105,000.

Background:

The City of La Habra serves as the WIOA Youth Services Provider for the OCWDB and operates the Orange County (Ready SET OC) program. The program serves In-School Youth (ISY) and Out-of-School Youth (OSY), ages 14 to 24, who face barriers to education and employment. Services are provided at multiple locations across Orange County (excluding Anaheim and Santa Ana), including OC Workforce Solutions Centers, justice-involved youth facilities, and through a mobile unit. Ready SET OC offers all 14 WIOA-mandated program elements, including tutoring, occupational skills training, work experience, leadership development, mentoring, and supportive services. The program aims to serve at least 560 youth (140 ISY and 420 OSY) during the contract year.

Concerns:

No concerns for performance. City of La Habra is currently meeting or exceeding all contract performance metrics.

Performance Measures	FY 2024-25 Goal (Current)	FY 2024-25 Year-to-Date Performance (as of 3/31/2025)	Status	FY 2025-26 Goal (Proposed)
Total In School and Out of School Youth Served	560	659	Exceeded	580
Employment Rate 2nd Quarter After Exit	69%	62%	On Track to Meet	69%
Employment Rate 4th Quarter After Exit	69%	64%	On Track to Meet	69%
Median Earnings 2nd Quarter After Exit	\$4,725	\$5,332	Exceeded	\$4,725
Credential Attainment within 4 Quarters	55%	37%	On Track to Meet	55%
Measurable Skills Gain	58%	51%	On Track to Meet	58%

One-Stop Operator Contract Renewal

Renewal of the One-Stop Operator Services contract with America Works of California, Inc. for the term July 1, 2025 – June 30, 2026, in an amount not to exceed \$2.38 million.

Background:

As the current One-Stop Operator for the Orange County Workforce Development Board (OCWDB), America Works is responsible for the oversight and coordination of the One-Stop system partners, management of infrastructure costs, and general operations of the OC Workforce Solutions Centers in Brea and Laguna Niguel. The Operator ensures residents have access to education, training, assessments, and referrals, while managing system-wide collaboration across various service providers and mandated WIOA partners. Additional access to services is provided through a countywide mobile unit and a network of affiliate locations serving diverse populations including justice-involved individuals, those experiencing homelessness, and youth. This contract supports compliance with WIOA and ensures continued delivery of coordinated career services to job seekers and employers throughout Orange County.

Concerns:

No concerns for performance. One-Stop Operator is currently exceeding or on track to meet all contract performance metrics.

Performance Measures	FY 2024-25 Goal (Current)	FY 2024-25 Year-to-Date Performance (7/1/24 -2/28/25)	Status	FY 2025-26 Goal (Proposed)
Participant Satisfaction Rate	90%	92%	On track to meet	90%
One-Stop Co-located Partner Satisfaction Rate	90%	90%	On track to meet	90%
One-Stop Non-Co-located Partner Satisfaction Rate	90%	73%*	Strategizing to meet	90%
Workshop Satisfaction Rate	90%	96%	On track to meet	90%
Workshops Offered Per Month in Brea	80	101	Exceeding	84
Workshops Offered Per Month in Laguna Niguel	80	96	Exceeding	84

**The feedback on the One-Stop non-co-located partner satisfaction addressed the entire system rather than solely the Operator. To address this, the process is being refined to ensure future feedback specifically targets the Operator for more accurate performance assessment.*



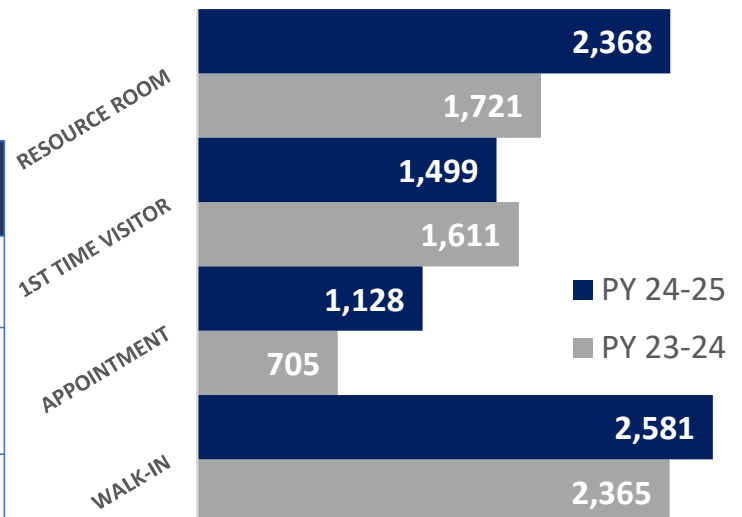
Connecting job seekers and businesses to no-cost services.

PERFORMANCE DASHBOARD FOR PY 24-25 Q3

CENTER STATS

6,294 VISITORS TO CENTERS

CENTER	Q3 PY 23-24	Q3 PY 24-25
BREA VISITORS	3,186	4,237
LAGUNA NIGUEL VISITORS	1,291	2,057
CENTER CALLS	1,351	2,504



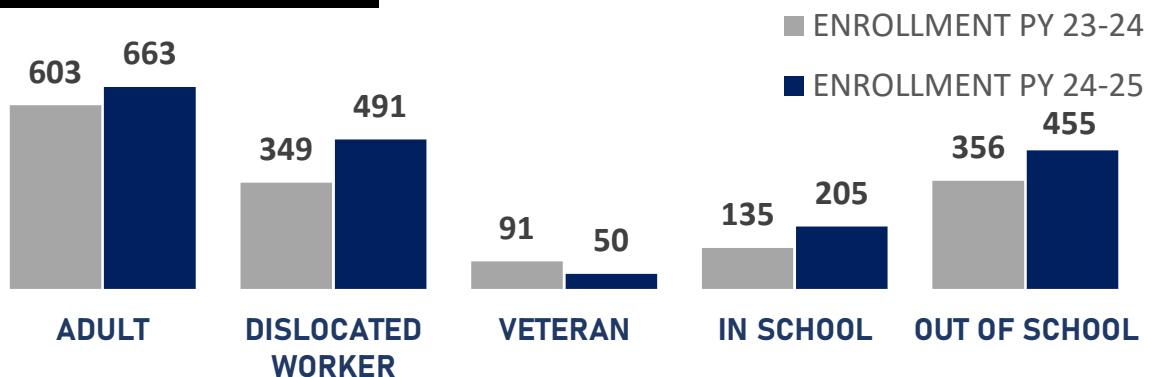
BUSINESS SERVICES

Q3 PY 23-24

Q3 PY 24-25

Events	Employers	Jobseekers	# of Events/Services	Employers	Jobseekers	# of Events/Services
Hiring Events	31	295	10	50	453	15
Career Fair	75	193	1	129	999	2
WARN Notices	25	2,737	9	20	1,299	15
WEX Sites	7	22	8	7	33	37
OJT	0	0	0	3	7	2
IWT	0	0	0	2	2	3
TOTAL	138	3,247	28	211	2,793	74

PROGRAM ENROLLMENTS



Agreement~~GREEMENT~~

between the Orange County Workforce Development Board

and the Orange County Board of Supervisors

This ~~Agreement~~GREEMENT is made and entered into, as of the date last signed below, with an effective date of July 1, 2025 (the "Effective Date"), by and between the Orange County Workforce Development Board ("OCWDB"), a duly appointed and certified local workforce development board under applicable state and federal laws (~~OCWDB~~), and the Orange County Board of Supervisors ("BOS")~~the County~~, ~~a political subdivision of the State of California (the County)~~. The OCWDB is tasked with providing policy guidance and oversight for workforce development activities within the County, ensuring compliance with the Workforce Innovation and Opportunity Act ("WIOA") and fostering collaboration between employers, educational institutions, and job seekers. WIOA identifies the Chief Local-Elected Official ("CLEO") as the authority responsible for workforce activities in each Local Area; for the County of Orange ("County")-County, the Orange County Board of Supervisors (BOS) serves as the designated CLEO. Hereafter, references to the CLEO will refer to the BOS. OCWDB and the County~~BOS~~ are sometimes collectively referred to as the "Parties" and singularly by their individual names or as a "Party." ~~Hereafter, references to the CLEO will refer to the BOS.~~

RECITALS:

WHEREAS the Federal Workforce Investment Act of 1998 (Public Law 105-220, 29 U.S.C. 2801, et seq.) (~~as amended (the "WIA");~~"WIA") funded local governments within locally determined workforce investment areas that assumed responsibilities for job training, employer services, community services, and other purposes through an integrated delivery system;

WHEREAS, the Federal Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128, 29 U.S.C. 3101, et seq.) (~~the "WIOA")~~WIOA") amended and superseded the WIOA ~~in order to~~ strengthen the United States workforce development system through innovation~~in, and~~ alignment, and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth,~~and for other purposes;~~

WHEREAS, the County has been designated by the Governor of California as the Local Workforce Development Area ("Local Area")~~in the local areas~~, and, pursuant to ~~the~~ WIOA, the ~~Orange County Board of Supervisors~~BOS is the designated ~~Chief-Elected-Official~~CLEO of this Local Area;

WHEREAS, ~~The~~ WIOA requires the establishment of a ~~Local~~ ~~W~~workforce ~~D~~development ~~B~~board (~~"OCWDB"~~) to provide policy guidance and oversight with respect to a ~~local~~ ~~Local~~ ~~w~~Workforce ~~p~~Plan (~~"Local Plan"~~) developed by the OCWDB in partnership with the BOS and submitted to the Governor; the OCWDB is responsible for, in partnership with the BOS, the strategic planning and implementation of workforce development initiatives that align with regional labor market needs, ensuring that job seekers and employers have access to comprehensive services through the one-stop delivery system;

WHEREAS, ~~T~~the OCWDB also fosters collaboration among key stakeholders, including businesses, educational institutions, and community organizations, to create a responsive and efficient workforce system;

WHEREAS, ~~T~~the ~~County~~ BOS and OCWDB ~~now~~ desire to enter into this Agreement in order to comply with ~~the~~ WIOA, ~~to further~~ clarify their ~~Parties~~ respective roles and responsibilities ~~under~~ WIOA, and ~~to~~ supplement OCWDB's ~~existing~~ Bylaws (~~"OCWDB Bylaws"~~) (attached hereto as "Exhibit 1" and ~~hereby~~ incorporated ~~into this Agreement herein~~) which may be duly amended from time to time;

WHEREAS, it is the Parties' intent to ~~maximize~~ enhance local decision-making ~~efficiency~~ authority over ~~individual~~ employment and training programs while ~~using~~ leveraging each Party's ~~s~~ expertise and infrastructure ~~where appropriate~~ for the effective administration of WIOA's ~~s~~ funded programs, including, ~~but not limited to~~, evaluating training needs ~~of the for~~ public and private sector employers and job seekers, and providing program oversight; and

WHEREAS, all activities, appointments, and responsibilities outlined in this Agreement shall be guided by the priorities and mandates set forth in WIOA, its subsequent reauthorizations, or any prevailing federal or state workforce development legislation, thereby ensuring consistency and compliance without redundant specifications in subsequent sections.

~~Now, therefore~~ NOW, THEREFORE, THE PARTIES AGREE ~~THAT~~ AS FOLLOWS:

- I. Responsibilities of ~~T~~the ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD {OCWDB}, supported by ~~County~~ staff, shall ~~be responsible for~~ include the following:

—

- A. Provideing policy recommendations to the County BOS on matters pertaining to the provision of services under ~~the Act~~ WIOA or current prevailing workforce development legislation.

1. —

—

- Assist in the development and submission of a 4-year Local/Regional Plan for the Local/Regional Area in alignment with WIOA Section 108, collaborating with

other local workforce areas as directed by the State of California, while engaging local workforce development system stakeholders to inform plan development and leveraging non-Federal expertise and resources to enhance workforce development activities. Develop and submit a 4-year local plan for the local area, consistent with WIOA sec 108.

B.

—

C. ~~Develop and submit a regional plan in collaboration with other local workforce areas as directed by the State of California.~~

—

1. ~~Subject to the approval of the Board of Supervisors, the Workforce Development Board will select recommend~~ America's Job Center of California (AJCC) operators, youth service providers, training providers, and career service providers.

—

C.

~~Designate~~ Make recommendations regarding the procurement and selection of for the one-stop operator(s) and providers for programs, subject to the approval of the BOS ~~county~~ County.

D.

—OCWDB may ~~appoint~~ establish standing committees to advise and help manage work, including

~~E~~ establishing membership of subcommittee memberships as required by WIOA.

E.

—

H. ~~Provide p~~Program Oversight ~~oversight and guidance, in partnership with the BOS, including monitoring performance metrics, ensuring program alignment with local labor market demands, and advising on the continuous improvement of workforce services.~~

F.

G. Define sector partnerships and develop career pathways between industries and sectors to enhance workforce opportunities and economic growth.

- H. Review and support workforce staff in conducting workforce research and regional labor market analysis, including: (a) Reviewing and supporting the analysis and regular updates of economic conditions, needed knowledge and skills, workforce trends, and workforce development activities; (b) Assessing the strengths and weaknesses of services to address the education and skill needs of the workforce and the hiring needs of employers; and (c) Supporting the development of the statewide workforce and labor market information system under the Wagner-Peyser Act for the region.
- I. ~~Convene local workforce development system stakeholders to assist in the development of the local plan and in identifying non-Federal expertise and resources to leverage support for workforce development activities. Such stakeholders may assist the Local Board and standing committees in carrying out convening, brokering, and leveraging functions at the direction of the Local Board.~~
- I. Facilitate employer linkages by coordinating workforce investment activities with economic development strategies.
- J. ~~Ensuring~~ Ensure the effective provision of convening, brokering, and leveraging activities.
- K. In the implementation of Workforce Development Plans, ~~the Workforce Development Board shall~~ seek involvement ~~from~~ of local businesses, ~~local~~ school districts, community colleges, regional occupational centers, ~~and programs, EDD's Job Service, public assistance agencies, Department of Rehabilitation, labor unions, community-based organizations, and economic development agencies.~~ The involvement of these agencies is to identify services and resources available under WIOA and to develop linkages among service providers.
- L. OCWDB may provide periodic reports to the CountyBOS as directed by the County Administrator (i.e. OC Community Resources).
- M. Collaborate with regional stakeholders to support the development and implementation of the Comprehensive Economic Development Strategy ("CEDS") in alignment with the U.S. Economic Development Administration ("EDA") guidelines, ensuring workforce development initiatives contribute to broader regional economic growth and resilience.
- N. Perform the OCWDB's responsibilities as described in the OCWDB Bylaws, including any amendments thereto.
- II. Responsibilities of the CountyBOS shall include the following:

- A. Serve as the Grant Recipient in accordance with Section 107 of WIOA and be financially responsible to the U.S. Department of Labor ("DOL") and the State of California for the administration of WIOA funds.
- B. Hereby ~~D~~confirmsesignate Orange County Community Resources ("OCCR") is as the WIOA administrative entity and local fiscal agent, providing staff support to the OCWDB, and OCCR shall bear the duties, obligations, and liabilities arising from its roles as administrative entity, fiscal agent, and Grant Recipient under WIOA.
- C. Approve the OCWDB budget and workforce development plan, ensuring alignment with local priorities and fiscal accountability.
- D. Appoint members to the OCWDB in accordance with WIOA criteria, ~~and~~ state policy, and the OCWDB Bylaws, including the residency and voter registration requirements set forth therein, and ensureing representation from various sectors as required, with consideration of County staff and OCWDB nominations and recommendations.
- E. Collaborate with the OCWDB to conduct oversight of youth workforce investment activities, adult and dislocated worker employment and training activities, and the entire one-stop delivery system.
- F. Negotiate and reach agreement on local performance measures with the Governor, ensuring that the Local Area meets its performance goals, with input from OCWDB as appropriate.
- ~~L. The County shall be financially responsible to the U.S. Department of Labor and the State of California, for the administration of funds received pursuant to the requirements of the Act.~~
- ~~M. The County has designated the ORANGE COUNTY OFFICE OF COMMUNITY RESOURCES (OCCR) to act as the WIOA administrative entity and the local fiscal agent under Section 107 of the Workforce Innovation and Opportunity Act.~~
- ~~N. OCCR will act as staff to the Workforce Development board in accordance with Section 107 of the Workforce Innovation and Opportunity Act.~~
- G. Maintain, in partnership with the OCWDB, the OCWDB Bylaws and this Agreement ~~Memorandum of Understanding (MOU)~~ with the BOS, including necessary modifications.
- H. Per DOL guidance staff shall administer programs as described in WIOA ensuring compliance with federal, state, and local regulations. This includes: (a) Receipt and disbursement of program funds;- (b) Management of administrative and

programmatic costs in accordance with federal limits;- (c) Collection and reporting of program data;- (d) Monitoring and evaluating program operations;- (e) Contracting with service providers;- (f) Determining and verifying participant eligibility;- (g) Procuring and maintaining assets, ~~and~~ supplies, and services;- (h) Supporting staff's efforts in recruiting and nominating OCWDB members; and (i) appointing or reappointing members to the OCWDB according the OCWDB membership requirements and process described in the then current OCWDB Bylaws. (i) ~~Appointing or reappointing the OCWDB Chairperson.~~

- I. Procure and/or provide for audits of funds as required under WIOA and shall address any questions arising from said audits.
- J. ~~Develop and Manage,~~ with the assistance of County staff, a system to hear and resolve grievances brought by participants, vendors, and other interested parties, as required under WIOA.

III. Mutual Agreement:

- A. Both Parties agree to communicate openly and transparently, sharing all pertinent information related to the planning, administration, and oversight of WIOA-funded programs.
- B. ~~The OCWDB and the County~~Both Parties will work collaboratively to ensure that the local workforce development system is customer-focused, high-quality, and aligned with the needs of the local economy.
- C. Both Parties commit to adhering to all applicable federal, state, and local laws, regulations, and policies governing the implementation and administration of WIOA programs.
- D. The OCWDB, in partnership with the BOS, will help develop the Local Plan and submit the Local Plan to the Governor.
- E. The Recitals of this Agreement are incorporated and shall constitute part of this Agreement and both Parties will work in partnership to perform their respective responsibilities set forth in the Recitals. -

IV. Administrative Procedures:

OCWDB shall comply with the County ordinances and administrative procedures, including contract execution by the BOS or County Purchasing Agent unless otherwise required by law. The CountyBOS and OCCR will ensure that administrative and programmatic activities are conducted within the caps and guidelines established by WIOA regulations. In instances where federal or state funding is insufficient, the County will, to the extent possible and within budget, and if duly approved by the BOS, support and seek to address any funding shortfalls to maintain essential workforce development services.

V. Conflict of Interest:

No individual in a decision-making capacity or policy advisory role, including but not limited to OCWDB members, shall engage in any activities where a conflict of interest, real or apparent, exists. This includes financial interests in firms considered for or awarded WIOA-supported contracts or other contracts with the County. OCWDB Members shall not participate in financial matters pertaining to organizations they represent. OCWDB members shall not solicit or accept gratuities, factors, of anything of monetary value from contractors, potential contractors, or subcontractors.

VI. Term:

This Agreement shall commence on July 1, 2025, for an initial term of one year, automatically renewing annually unless terminated by either Party with ninety (90) days' written notice prior to renewal.

VII. Non-Allocation of Funds:

~~No individual in a decision-making capacity, including the OCWDB members shall engage in any activity, including participation in the selection, award, or administration of a subgrant or contract supported by WIOA funds if a conflict of interest, real or apparent, would be involved. If sufficient funds are not allocated by the applicable government agencies, services may be modified, or this Agreement terminated by the CountyBOS with thirty (30) days' advance written notice.~~

~~Such conflict would arise when the individual, and member of the individual's immediate family, the individual's partner or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm or organization selected for award. The officers, employees, or agents of the agency making the award will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. OCWDB members shall not participate in financial matters before the Workforce Development Board that pertain to organizations that they represent.~~

~~7.——Negotiate and reach agreement on local performance measures with Board of Supervisors and the Governor~~

~~8.——Conduct workforce research and regional labor market analysis to include:~~

~~a.——Analysis and regular updates of economic conditions, needed knowledge and skills, workforce, and workforce development (including education and training) activities to include an analysis of the strengths and weaknesses (including capacity to provide) of such services to address the identified education and skill needs of the workforce and the employment needs of employers.~~

~~b.——Assistance to the Governor in developing the statewide workforce and labor market information system under the Wagner Peyser Act for the region; other research, data collection, and analysis related to the workforce needs of the regional economy as the board, after receiving input from a wide array of stakeholders, determines to be necessary to carry out its functions.~~

~~9.——Convene local workforce development system stakeholders to assist in the development of the local plan and in identifying non-Federal expertise and resources to leverage support for workforce development activities. Such stakeholders may assist the Local Board and standing committees in carrying out convening, brokering, and leveraging functions at the direction of the Local Board.~~

~~10.——Employer linkages coordinating workforce investment activities with economic development strategies.~~

~~11.——Ensuring the effective provision of convening, brokering, and leveraging activities.~~

~~12. In the implementation of Workforce Development Plans, the Workforce Development Board shall seek involvement of local businesses, local school districts, community colleges, regional occupational centers and programs, EDD's Job Service, public assistance agencies, Department of Rehabilitation, labor unions, community-based organizations, and economic development agencies. The involvement of these agencies is to identify services and resources available under WIOA and develop linkages among service providers.~~

~~13. The Workforce Development Board shall provide periodic reports to the County at the direction of the County Administrator.~~

~~**The COUNTY shall be responsible for:**~~

~~1. The County shall act as the Grant Recipient in accordance with Section 107 of the Workforce Innovation and Opportunity Act.~~

~~2. The County shall be financially responsible to the U.S. Department of Labor and the State of California, for the administration of funds received pursuant to the requirements of the Act.~~

~~3. The County has designated the **ORANGE COUNTY OFFICE OF COMMUNITY RESOURCES (OCCR)** to act as the WIOA administrative entity and the local fiscal agent under Section 107 of the Workforce Innovation and Opportunity Act.~~

~~4. OCCR will act as staff to the Workforce Development board in accordance with Section 107 of the Workforce Innovation and Opportunity Act.~~

~~5. The County shall administer programs as described in the Workforce Development Plan and consistent with the Act and the Rules and Regulations promulgated to carry out the Act, as well as other Federal, State and local laws, rules and regulations administrative responsibility and authorities, which shall include:~~

~~a. Receipt and disbursement of all funds related to program operations, including collection and disposition of program income generated by program activities pursuant to federal regulation.~~

~~b. Collection of program data necessary for management evaluation and the preparation of required and desired reports.~~

~~c. Monitoring and evaluation of program operations, pursuant to the Act.~~

- ~~d. Contracting with vendors and agencies for services described in the Workforce Development Plan.~~
 - ~~e. Determination and verification of participant eligibility as described in the Act.~~
 - ~~f. Procurement and maintenance of fixed assets and expendable supplies for necessary program operation.~~
 - ~~g. Selection and hiring of all staff.~~
 - ~~h. Other administrative duties and responsibilities as required by the Act of the Grant Recipient and Administrator.~~
 - ~~i. Recruitment and appointment of members to fill vacancies on the Workforce Development Board, in accordance with this Agreement, Workforce Development Board Bylaws, and WIOA.~~
 - ~~j. Appointment or reappointment of the WDB Chairperson by affirming, the Chairperson selected by the Workforce Development Board membership or appointing another private sector representative on the Workforce Development Board to serve as Chairperson.~~
- ~~6. The County shall procure audits of funds as required under the Act and shall address any questions arising from said audits.~~
- ~~7. The County shall develop and manage a system to hear and resolve grievances brought by participants, vendors, and other interested parties, as required by the Act.~~
- ~~8. The County will maintain a consolidated office support and staff structure.~~
- ~~9. The Executive Director of the Workforce Development Board shall be the managing officer of the OCWDB and shall direct the staff and office support of the Workforce Development Board.~~

Administrative Procedures:

- ~~1. In addition to the State and federal requirements for Workforce Development Boards, OCWDB shall comply with the County's ordinances and administrative procedures.~~
- ~~2. Unless otherwise required by law or approved by the County Board of Supervisors, the County Board of Supervisors of the County Purchasing Agent shall execute all contracts for the OCWDB.~~

Conflict of Interest:

- ~~1. No individual in a decision-making capacity, including the OCWDB members shall engage in any activity, including participation in the selection, award, or administration of a subgrant or contract supported by WIOA funds if a conflict of interest, real or apparent, would be involved. Such conflict would arise when the individual, and member of the individual's immediate family, the individual's partner or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm or organization selected for award. The officers, employees, or agents of the agency making the award will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. OCWDB members shall not participate in financial matters before the Workforce Development Board that pertain to organizations that they represent.~~
- ~~2. Neither membership of the Workforce Development Board, nor the receipt of WIOA funds to provide training and related services shall be construed, by themselves, to violate the provisions of this section.~~

Term:

- ~~1. The initial term of this Agreement shall be for one year, thereafter, renewing itself for terms of (1) year unless either party gives the other party ninety (90) days written notice of termination prior to the beginning of a new term.~~
- ~~2. This agreement may otherwise be terminated by mutual agreement of the OCWDB and County or by written notice of one Party to the other Party not less than three (3) months prior to the effective date of termination.~~

Non-Allocation of Funds:

- ~~1. The terms of this Agreement and the services to be provided hereunder are contingent on the approval of the funds by certain government agencies. Should sufficient funds not be allocated, the services provided may be modified, or this agreement terminated by the County by giving OCWDB thirty (30) days advance written notice.~~

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

Orange County Workforce Development
Board, a duly appointed and certified
workforce development board

Orange County Board of Supervisors

Orange County Workforce Development
Board Chair

Chairperson, Orange County Board of
Supervisors

Date:

Date:

"OCWDB"

"County"

~~Orange County Workforce Development
Board, a duly appointed and certified
workforce development board.~~

By

~~Its Workforce Development Board Chair~~

~~Date:~~

APPROVED AS TO FORM:

Office of the County Counsel

Deputy

~~STANISLAUS Orange County, a local
workforce development area.~~

By

~~Its Chairperson, Board of Supervisors~~

~~Date:~~

Agreement

between the Orange County Workforce Development Board and the Orange County Board of Supervisors

This Agreement is made and entered into, as of the date last signed below, with an effective date of July 1, 2025 (the “Effective Date”), by and between the Orange County Workforce Development Board (“OCWDB”), a duly appointed and certified local workforce development board under applicable state and federal laws, and the Orange County Board of Supervisors (“BOS”). The OCWDB is tasked with providing policy guidance and oversight for workforce development activities within the County, ensuring compliance with the Workforce Innovation and Opportunity Act (“WIOA”) and fostering collaboration between employers, educational institutions, and job seekers. WIOA identifies the Chief Elected Official (“CEO”) as the authority responsible for workforce activities in each Local Area; for the County of Orange (“County”), the BOS serves as the designated CEO. OCWDB and the BOS are sometimes collectively referred to as the “Parties” and singularly by their individual names or as a “Party.”

RECITALS

WHEREAS the Federal Workforce Investment Act of 1998 (Public Law 105-220, 29 U.S.C. 2801, et seq.) (“WIA”) funded local governments within locally determined workforce investment areas that assumed responsibilities for job training, employer services, community services, and other purposes through an integrated delivery system;

WHEREAS, the Federal Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128, 29 U.S.C. 3101, et seq.) (“WIOA”) amended and superseded the WIA to strengthen the United States workforce development system through innovation, alignment, and improvement of employment, training, and education programs in the United States, and to promote individual and national economic growth;

WHEREAS, the County has been designated by the Governor of California as the Local Workforce Development Area (“Local Area”), and, pursuant to WIOA, the BOS is the designated CEO of this Local Area;

WHEREAS, WIOA requires the establishment of a local workforce development board to provide policy guidance and oversight with respect to a Local Workforce Plan (“Local Plan”) developed by the OCWDB in partnership with the BOS and submitted to the Governor; the OCWDB is responsible for, in partnership with the BOS, the strategic planning and implementation of

workforce development initiatives that align with regional labor market needs, ensuring that job seekers and employers have access to comprehensive services through the one-stop delivery system;

WHEREAS, the OCWDB also fosters collaboration among key stakeholders, including businesses, educational institutions, and community organizations, to create a responsive and efficient workforce system;

WHEREAS, the BOS and OCWDB desire to enter into this Agreement in order to comply with WIOA, clarify their respective roles and responsibilities, and supplement OCWDB's Bylaws ("OCWDB Bylaws")(attached hereto as "Exhibit 1" and incorporated herein) which may be duly amended from time to time;

WHEREAS, it is the Parties' intent to enhance local decision-making efficiency over employment and training programs while leveraging each Party's expertise and infrastructure for the effective administration of WIOA-funded programs, including evaluating training needs for employers and job seekers and providing program oversight; and

WHEREAS, all activities, appointments, and responsibilities outlined in this Agreement shall be guided by the priorities and mandates set forth in WIOA, its subsequent reauthorizations, or any prevailing federal or state workforce development legislation, thereby ensuring consistency and compliance without redundant specifications in subsequent sections.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- I. Responsibilities of the OCWDB, supported by County staff, shall include the following:
 - A. Provide policy recommendations to the BOS on matters pertaining to the provision of services under WIOA or current prevailing workforce development legislation.
 - B. Assist in the development and submission of a 4-year Local/Regional Plan for the Local/Regional Area in alignment with WIOA Section 108, collaborating with other local workforce areas as directed by the State of California, while engaging local workforce development system stakeholders to inform plan development and leveraging non-Federal expertise and resources to enhance workforce development activities.
 - C. Subject to the approval of the BOS, recommend America's Job Center of California operators, youth service providers, training providers, and career service providers.
 - D. Make recommendations regarding the procurement and selection of one-stop operator(s) and providers for programs, subject to the approval of the BOS.

- E. OCWDB may establish standing committees to advise and help manage work, including establishing subcommittee membership as required by WIOA.
 - F. Provide program oversight and guidance, in partnership with the BOS, including monitoring performance metrics, ensuring program alignment with local labor market demands, and advising on the continuous improvement of workforce services.
 - G. Define sector partnerships and develop career pathways between industries and sectors to enhance workforce opportunities and economic growth.
 - H. Review and support workforce staff in conducting workforce research and regional labor market analysis, including: (a) Reviewing and supporting the analysis and regular updates of economic conditions, needed knowledge and skills, workforce trends, and workforce development activities; (b) Assessing the strengths and weaknesses of services to address the education and skill needs of the workforce and the hiring needs of employers; and (c) Supporting the development of the statewide workforce and labor market information system under the Wagner-Peyser Act for the region.
 - I. Facilitate employer linkages by coordinating workforce investment activities with economic development strategies.
 - J. Ensure the effective provision of convening, brokering, and leveraging activities.
 - K. In the implementation of Workforce Development Plans, seek involvement from local businesses, school districts, community colleges, regional occupational centers, public assistance agencies, labor unions, community-based organizations, and economic development agencies to develop linkages among service providers.
 - L. OCWDB may provide periodic reports to the BOS as directed by the County Administrator (i.e. OC Community Resources).
 - M. Collaborate with regional stakeholders to support the development and implementation of the Comprehensive Economic Development Strategy (“CEDS”) in alignment with the U.S. Economic Development Administration (“EDA”) guidelines, ensuring workforce development initiatives contribute to broader regional economic growth and resilience.
 - N. Perform the OCWDB’s responsibilities as described in the OCWDB Bylaws, including any amendments thereto.
- II. Responsibilities of the BOS shall include the following:

- A. Serve as the Grant Recipient in accordance with Section 107 of WIOA and be financially responsible to the U.S. Department of Labor (“DOL”) and the State of California for the administration of WIOA funds.
- B. Hereby confirms Orange County Community Resources (“OCCR”) is the WIOA administrative entity and local fiscal agent, providing staff support to the OCWDB, and OCCR shall bear the duties, obligations, and liabilities arising from its roles as administrative entity, fiscal agent, and Grant Recipient under WIOA.
- C. Approve the OCWDB budget and workforce development plan, ensuring alignment with local priorities and fiscal accountability.
- D. Appoint members to the OCWDB in accordance with WIOA criteria, state policy, and the OCWDB Bylaws, including the residency and voter registration requirements set forth therein, and ensure representation from various sectors as required, with consideration of County staff and OCWDB nominations and recommendations.
- E. Collaborate with the OCWDB to conduct oversight of youth workforce investment activities, adult and dislocated worker employment and training activities, and the entire one-stop delivery system.
- F. Negotiate and reach agreement on local performance measures with the Governor, ensuring that the Local Area meets its performance goals, with input from OCWDB as appropriate.
- G. Maintain, in partnership with the OCWDB, the OCWDB Bylaws and this Agreement, including necessary modifications.
- H. Per DOL guidance staff shall administer programs as described in WIOA ensuring compliance with federal, state, and local regulations. This includes: (a) Receipt and disbursement of program funds; (b) Management of administrative and programmatic costs in accordance with federal limits; (c) Collection and reporting of program data; (d) Monitoring and evaluating program operations; (e) Contracting with service providers; (f) Determining and verifying participant eligibility; (g) Procuring and maintaining assets, supplies, and services; (h) Supporting staff’s efforts in recruiting and nominating OCWDB members; and (i) appointing or reappointing members to the OCWDB according the OCWDB membership requirements and process described in the then current OCWDB Bylaws.
- I. Procure and/or provide for audits of funds as required under WIOA and address any questions arising from said audits.

- J. Manage, with the assistance of County staff, a system to hear and resolve grievances brought by participants, vendors, and other interested parties, as required under WIOA.
- III. Mutual Agreement:
- A. Both Parties agree to communicate openly and transparently, sharing all pertinent information related to the planning, administration, and oversight of WIOA-funded programs.
 - B. Both Parties will work collaboratively to ensure that the local workforce development system is customer-focused, high-quality, and aligned with the needs of the local economy.
 - C. Both Parties commit to adhering to all applicable federal, state, and local laws, regulations, and policies governing the implementation and administration of WIOA programs.
 - D. The OCWDB, in partnership with the BOS, will help develop the Local Plan and submit the Local Plan to the Governor.
 - E. The Recitals of this Agreement are incorporated and shall constitute part of this Agreement and both Parties will work in partnership to perform their respective responsibilities set forth in the Recitals.
- IV. Administrative Procedures:
- OCWDB shall comply with the County ordinances and administrative procedures, including contract execution by the BOS or County Purchasing Agent unless otherwise required by law. The BOS and OCCR will ensure that administrative and programmatic activities are conducted within the caps and guidelines established by WIOA regulations. In instances where federal or state funding is insufficient, the County will, to the extent possible and within budget, and if duly approved by the BOS, support and seek to address any funding shortfalls to maintain essential workforce development services.
- V. Conflict of Interest:
- No individual in a decision-making capacity or policy advisory role, including but not limited to OCWDB members, shall engage in any activities where a conflict of interest, real or apparent, exists. This includes financial interests in firms considered for or awarded WIOA-supported contracts or other contracts with the County. OCWDB Members shall not participate in financial matters pertaining to organizations they represent. OCWDB members shall not solicit or accept gratuities, factors, of anything of monetary value from contractors, potential contractors, or subcontractors.
- VI. Term:

This Agreement shall commence on July 1, 2025, for an initial term of one year, automatically renewing annually unless terminated by either Party with ninety (90) days' written notice prior to renewal.

VII. Non-Allocation of Funds:

If sufficient funds are not allocated by the applicable government agencies, services may be modified, or this Agreement terminated by the BOS with thirty (30) days' advance written notice.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

Orange County Workforce Development
Board, a duly appointed and certified
workforce development board

Orange County Board of Supervisors

Orange County Workforce Development
Board Chair

Chairperson, Orange County Board of
Supervisors

Date:

Date:

APPROVED AS TO FORM:

Office of the County Counsel

Deputy

**BYLAWS OF
THE ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD**

I. ARTICLE I. Name of Organization

- A. The name of this organization shall be the Orange County Workforce Development Board, hereinafter referred to as "OCWDB".
- B. The official location and mailing address of the OCWDB shall be:
1300 S. Grand Ave., Building B
Santa Ana, CA 92705

II. ARTICLE II. Establishment of OCWDB

The Governor of the State of California, pursuant to the Workforce Innovation and Opportunity Act of 2014, hereinafter called "WIOA", Public Law H.R. 803, has designated the County of Orange, hereinafter known as the County, as a local Workforce Development Area for the operation of comprehensive workforce development system activities, and provides funding thereto the Orange County.

The members of the OCWDB are appointed by the Orange County Board of Supervisors (BOS), which serves as the County's Chief Elected Official (CEO), pursuant to WIOA. Pursuant to section 106 of WIOA, the BOS is designated as the entity responsible for setting policy, developing and monitoring the Workforce and Economic Development Division (WEDD) budget and WIOA funding, as the designated grant recipient, acting as the fiscal authority/agent, responsible for the procurement and contracting with providers, responsible for program/fiscal integrity, and for the operation of comprehensive workforce development system activities, the direction and oversight of employment and training programs at the local level and for providing funding, in partnership with the OCWDB, through Orange County Community Resources (OCCR). OCCR bears the duties, obligations, and liabilities arising from its roles as administrative entity, fiscal agent, and Grant Recipient under WIOA.

The OCWDB was originally formed by the BOS under WIOA's predecessor statute, the Federal Workforce Investment Act of 1998 (Public Law 105-220, 29 U.S.C. 2801, et seq.) (WIA) in February 2000.

III. ARTICLE III. Purpose and Functions of OCWDB

The purpose of the OCWDB is to ~~serve as an advisory board to the BOS through OCCR~~work with the County to:

- A. It is the principal responsibility of the OCWDB to perform the functions set forth in WIOA and to provide policy guidance for strategic planning activities, as well as to monitor, review, and direct activities toward achieving the Board'OCWDB's goals and objectives. –The BoardOCWDB will carry out its responsibilities in partnership with agencies and organizations in the workforce development area. –In achieving this requirement, the BoardOCWDB shall align its workforce development resources to the regional economy to ensure coordinated and efficient services to both job seekers and businesses.
- B. The purpose of the OCWDB shall include planning and general oversight for the comprehensive workforce development programs throughout the local Workforce Development Area. The OCWDB shall support the involvement of stakeholders such as: business, industry, education, labor organizations,

community-based organizations, economic development agencies and one-stop delivery system partners in workforce development activities.

~~C. The OCWDB shall perform other functions and duties as required by WIOA or the State of California in implementing legislation and/or Executive Orders and shall act in accordance with WIOA. OCWDB shall perform other functions and duties as required by WIOA or the State of California and shall act in accordance with WIOA.~~

- ~~C.~~
- D. ~~D.~~ OCWDB is the County appointed committee, and principal facilitator of the Comprehensive Economic Development Strategy (CEDS) development and updating process.— The CEDS encompasses all cities within the county and meets the statutory requirement outlined in 13 CFR, Chapter III, Part 304 to designate the County as an Economic Development District. The OCWDB shall:
- ~~1. The purpose of the OCWDB shall also be to oversee a local cooperative relationship with the County that will most effectively satisfy the labor demand/needs of the business community and enhance the economic well-being of individuals in need of workforce development service, as defined in DOL guidance, as applicable to OCWDB structure.~~
 1. WDB Strategic Functions
 - a. Strategic Planning and Collaboration
 - b. Support Regional and Local Plan development and implementation
 - c. Research and Analysis of Labor Market Data
 - d. Stakeholder and Employer/Business Engagement
 - e. Sector/Industry Partnerships
 - f. Career Pathways, Education, and Industry Alignment
 - g. Innovation and Best practices
 - h. Oversight of Local Workforce Systems
 - i. Support staff with alignment of policies with regional partners and programs, as applicable
 2. WDB Operational Functions
 - a. Accessibility and Certification: ADA and One-Stop certification process
 - b. Coordinate a MOU with an infrastructure cost-sharing agreement with partners
 - c. Support staff with procurement and selection of service providers
 - d. Support investments in programs, job training, and service delivery that are demand driven
 1. ~~Support staff's development and use of data collection and information management~~ Update the CEDS at least every five years to qualify for assistance from the U.S. Economic Development Administration (EDA) under its Public Works and Economic Adjustment Assistance programs.
 2. Fulfill requirement that a CEDS Strategy Committee represents the main economic interests of the region (e.g., private sector, public officials, community leaders, workforce development boards, etc.) In accordance with applicable resolutions, statutes, federal, and state regulations, all functions of the OCWDB shall be performed in partnership with the BOS, through OCCR.

IV. ARTICLE IV. Appointment and Membership

- A. Membership of the OCWDB shall be appointed by the BOS and composed as follows:
1. There shall be no less than nineteen (19) members and no more than twenty-one five (21~~25~~) members that comprise the OCWDB.
 - a. Ten (10) OCWDB members shall be appointed by the BOS with each Supervisor nominating two (2) OCWDB members from inside or outside of the District that the Supervisor represents. A Supervisor may nominate a person from outside of the District

that the Supervisor represents only with concurrence, in writing, of the Supervisor who represents the District in which the proposed nominee resides. ~~Board-Supervisor~~ appointments must comply with the qualifications outlined in WIOA Section 107(b)(2)(A) and below in Article IV(B) Qualification for OCWDB Membership, and shall be solely representative the categories of organizations described in WIOA Section 107(b)(2)(A) described therein.

a.b. ~~Members of the OCWDB other than those appointed as District Representatives as described in the foregoing section The other at-large members of the OCWDB shall be aAt-Large members and will be nominated to and appointed by the BOS according to the BOS's rules of procedure. When applicable, -Organizations qualified to nominate individual at-large members may , when applicable, be from organizations that represent the categories of board members below including:including chamber of commerce, merchant associations, employee associations, labor organizations, central labor council, education, state and local government.~~

a.c. ~~Business and Employer Representation:~~

i. ~~Over 50% Business Members: The OCWDB must have over 50% representation from the business and employer community.~~

ii. ~~These business members must hold positions such as owners, CEOs, COOs, or be individuals with significant policymaking or hiring authority and satisfy the other criteria for membership as stated in WIOA Section 107(b)(2)(A)(i) through (iii).~~

i.

ii. ~~These business members must hold positions such as owners, CEO's, COOs, or individuals with significant policymaking or hiring authority and satisfy the other criteria for membership as stated in WIOA Section 107(b)(2)(A)(i) through (iii).These business members should hold positions such as owners, CEOs, COOs, or individuals with significant policymaking or hiring authority.~~

b.d. ~~Labor/ Workforce Representation:~~

i. ~~At least 20% of the Local Workforce Development Board (LWDB) OCWDB members must represent the local workforce.~~

ii. ~~This includes at least one member representing labor organizations.~~

iii. ~~May include representatives of community-based organizations with demonstrated experience and expertise in addressing employment needs of individuals with barriers to employment.~~

ii.iv. ~~These labor/workforce representatives must satisfy the other criteria for membership as stated in WIOA Section 107(b)(2)(B).~~

e.e. ~~Education and Adult Education Representation:~~

i. ~~At least one member representing higher education institutions.~~

ii. ~~At least one member representing the local adult education system.~~

ii.iii. ~~These education and training representatives must satisfy the other criteria for membership as stated in WIOA Section 107(b)(2)(C).~~

d. ~~Economic and Community Development:~~

f.

i. ~~Representative from the Employment Development Department.~~

ii. ~~Representative from the Department of Rehabilitation.~~

ii.

At least one representative of a local or regional economic or community development entity (e.g., city or county economic development agency, chamber of commerce, or regional planning commission).

- iii. _____
- iv. _____ These economic and community development representatives must satisfy the other criteria for membership as stated in WIOA Section 107(b)(2)(D).

B. Qualifications for OCWDB Membership

1. OCWDB members shall be broadly representative of different racial, ethnic, religious, socio-economic, disability, age, genders, sexual orientation, or marital status groups in the County. In addition to meeting the categorical membership composition requirements outlined in WIOA Section 107(b)....., the following criteria will be used for all membership appointments:
 - a. Demonstrate an understanding of workforce and economic development.
 - i. Business representatives must be owners, chief executives, operating officers, or individuals with optimum policymaking or hiring authority from businesses that provide employment opportunities in in-demand industry sectors or occupations.
 - ii. Workforce representatives must be from labor organizations, apprenticeship programs, or community-based organizations with demonstrated expertise in addressing employment needs of individuals with barriers to employment.
 - iii. Education and training representatives must be from entities administering adult education and literacy activities under Title II, or from institutions of higher education providing workforce training.
 - a-iv. Government, economic, and community development representatives must be from entities such as economic development agencies, the Employment Development Department (EDD), or the Department of Rehabilitation (DOR), as required by WIOA.
 - b. Residency and Voting Requirements: Except where the BOS finds it is in the best interest of the County to waive district and/or county voter and/or residency requirements, placing priority to Workforce Innovation and Opportunity Act (WIOA) WIOA board composition mandates and priorities, all members of the OCWDB shall be:
 - a-i. Registered voters in the County; and
 - b-ii. Reside in the district of the nominating member of the BOS, of Supervisors unless the Supervisor representing the district where the nominee resides provides written documented consent for the nomination.; and
 - c. Satisfy all federal, state, local or any other qualifications for the OCWDB members.
 - d. When possible, represent local and regional priority industry sectors, defined as industries prioritized through analysis of employment growth rates, wage potential, and job openings.

C. Length of OCWDB Membership

1. All OCWDB member appointments shall be for a term concurrent with the term of office of the nominating member of the BOS.
2. All OCWDB appointments deemed to be "at large" appointments, as described in these Bylaws Article IV(A)(1)(b)(1-b.), shall be for two-year terms.
3. Appointments made to fill a vacancy left by a member before the expiration of the term of that member shall be for the remaining term of that member.
4. Pursuant to Government Code section 1302, a member whose term has expired may continue serving as a member until reappointed or replaced.
5. In the event of a vacancy, OCCR is responsible for providing notice to the Clerk of the Board. A vacancy may not necessarily be filled if the required composition of the OCWDB can be

maintained without filling the vacancy.

V. ARTICLE V. OCWDB Officers

A. The OCWDB officers shall consist of:

~~1. A Chairperson and Vice-Chairperson.~~

~~2.1. Positions and method of selecting: The OCWDB shall conduct an election during the last meeting of the calendar year. Each officer shall be elected by a majority vote of the Board's members present at the Board meeting when the election is held.~~

~~a. Chairperson- The Chairperson and Vice-Chairperson shall be elected annually for a one-year term; said term shall be effective from January July 1st through December June 31st. The OCWDB shall conduct an election during the last meeting of the calendar year. Each officer shall be elected by a majority vote of the Board's members present at the Board meeting when the election is held.~~

~~a. The Chairperson shall only be elected from among the BoardOCWDB members who are part of the "Business in the Local Area" category set forth in WIOA Section 107(b)(2)(A).~~

~~i. The Chairperson shall preside over all regular full board meetings, call special meetings, create ad hoc committees, decide points of order, announce all business, entertain motions, put motions to vote, announce vote results, appoint and may remove committee Chairpersons, represent the OCWDB at or designate a representative to attend public functions, act as an ex officio member on all committees, and coordinate the appointment of OCWDB members and to Standing Committees,~~

~~— Vice-Chairperson- The Vice-Chairperson shall act on behalf of the Chairperson during the Chairperson's absence. In the event the Chairperson resigns from the board during their term of office, the Vice Chairperson shall serve the remaining term of the office.~~

~~b. The Vice-Chairperson shall be elected from among any of the appointed BoardOCWDB Members.~~

~~2. Duties of each position:~~

~~a. The Chairperson shall preside over all regular full board meetings, call special meetings, create ad-hoc committees, decide points of order, announce all business, entertain motions, put motions to vote, announce vote results, appoint and may remove committee Chairpersons, represent the OCWDB at or designate a representative to attend public functions, act as an ex officio member on all committees, and coordinate the appointment of OCWDB members and to Standing Committees.~~

~~b. The Vice-Chairperson shall perform the duties of the Chairperson in his or her absence. In the event the Chairperson resigns from the Board during their term of office, the Vice-Chairperson shall serve the remaining term of the office.~~

~~3. The Chairperson and Vice-Chairperson shall be elected annually for a one-year term; said term shall be effective from January 1st through December 31st.~~

~~3.4. No person, except a member of BOS, may serve as Chairperson of the OCWDB for more than two (2) consecutive terms.~~

~~5. No person, except a member of BOS, may serve simultaneously as Chairperson for two or more Boards, Commissions, or Committees.~~

**Do we want more detail here around how elections are to be held, filling vacancies, removal from office?

B. ~~Nominations~~Election Procedures and Nominations

- a. 1. Nominations will be taken from the floor (and members can self-nominate).
2. For Elections of officers shall be held annually, during the last OCWDB full board meeting of each calendar year, by majority vote, a quorum being present.
3. eElections involving two candidates running for the same position, in the case of a tie, a second vote will be taken.
- b. 4. For elections involving more than two candidates running for the same position, in the case of a tie involving the two candidates with the highest votes, a runoff election shall be held between the candidates with the two highest votes. If a tie remains, it shall be broken by coin toss, as described above. In the case of a three- way tie, a runoff election shall be held for all three candidates. If a tie remains, all three candidates shall have one representative coin toss, conducted by the County. The winning candidate is the candidate whose coin differentiates itself from the other two.

~~G.~~

VI. ARTICLE VI. Duties of Members

A. Members shall attend meetings of the OCWDB and of committees to which they are appointed. Additionally, BoardOCWDB members shall:

1. Members shall serve as a member on at least one Standing Committee of the OCWDB.;
2. Comply with these Bbylaws.;
3. Make a positive contribution to the region's economy by helping shape a workforce development system that meets the demand of businesses and job seekers;
4. Devote a portion of their time and talent to working with other BoardOCWDB members, staff, businesses, public officials, and public and private sector partners to improve the quality of the local workforce development area;
5. Regularly attend BoardOCWDB and Standing Committee meetings;
6. Join and participate actively in at least one Sstanding Board-Committee;
7. Be prepared for BoardOCWDB meetings by reviewing materials sent in advance of meetings;
8. Act and vote on the strategic interest of the OCWDB and Orange County as a whole, rather than the interest of a single constituency;
- a. Review and support workforce staff in conducting workforce research and regional labor market analysisObserve and understand staff functions, and
- 9.
10. Serve as an ambassador of OCWDB within the community and among business and industry leaders;
- b.

B. Serve as an ambassador of OCWDB within the community and among business and industry leaders;

B. Attendance: Members shall attend meetings of the OCWDB and committees to which they are appointed. The Executive Committee shall routinely review member attendance at board and committee meetings. An excused absence shall be recorded in the minutes when a member or designee notifies staff of the OCWDB of his/herMembers shall notify the Chairperson and Executive Director of the OCWDB of any expected -intended-absence for a meeting by 5 p.m. of the day before the -scheduled BoardOCWDB or Committee meeting, indicating good and sufficient reasons -for the absence.,-except that if the absence is due to illness occurring during the twenty-four (24) hour period, the absence shall

~~be deemed excused if staff is notified of the illness prior to the roll call for the meeting. Excessive absences may lead to removal, as addressed in Article X(A)(4). Members of the board must not miss more than three (3) consecutive committee and full meetings of the OCWDB unless the absences are excused, or more than five (5) consecutive committee and full meetings even if some or all of those absences are excused, except that the board may grant the member a leave of absence upon prior request.~~

- ~~C. It is the responsibility of each OCWDB Member to keep track of his/her attendance at meetings. If time and scheduling permits, a notice may be sent to members who have missed two (2) meetings, notifying the person that absence from a third meeting within the calendar year will subject the member to removal, as referenced in Section X.~~
- ~~D. Members shall notify OCWDB support staff of any expected absence for a meeting promptly upon learning of the expected absence.~~

E.C. In the performance of its responsibilities, the OCWDB shall not engage in nor employ any unlawfully discriminatory practices in the provision of services or benefits, assignment of accommodations, treatment, employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable County, state, or federal laws.

D. Members of the OCWDB shall comply with the County Equal Employment Opportunity and Anti-Harassment Policy and Procedures and Code of Ethics.

F.

G.E. Members of the OCWDB shall operate strictly within designated purposes of the OCWDB.

VII. ARTICLE VII. Standing Committees

All ~~standing~~ Standing committees ~~Committees~~ are governed by the Brown Act. Chairs of the OCWDB ~~s~~ Standing e ~~Committees~~, in consultation with ~~OCGSOCCR~~, shall prepare the agenda for meetings.

A. There shall be an Executive Committee comprised of the Current Chairperson, the Previous Past Chairperson, the Vice-Chairperson, and the Chair of each Standing Committee. The Executive Committee shall hold meetings at the request of the Chairperson and the Executive Director. The Board's OCWDB's Chairperson shall serve as the Chairperson of the Executive Committee.

1. The purpose of the Executive Committee shall be to:
 - a. Provide recommendations regarding regular agenda items of the OCWDB as deemed ~~necessary~~ necessary.
 - b. Discuss policy recommendations concerning the workforce development system's ~~operation~~ operation.
 - ~~c.~~ c. Maintain the Bylaws and MOU with the BOS, including development and submission of any necessary modifications to the OCWDB for approval
 - ~~d.c.~~ d.c. Promote and support implementation of activities contained in the OCWDB Local Plan and Orange Regional Plan.
 - ~~e.d.~~ e.d. Whenever appropriate, due to time constraints or other factors, the Executive

Committee shall have decision-making authority on behalf of the OCWDB, as defined in Article XI- Authority.

B. **Standing Committees:** The OCWDB may establish and maintain up to four (4) Standing Committees, with the ability to adjust, consolidate, add, or remove committees as required by current or updated regulations and/or with the concurrence of the full Board.

1. Any OCWDB Standing Committee must be chaired by a member of the OCWDB, as appointed by the OCWDB Chairperson. The term of the Chairperson of any Standing Committee shall be for two (2) calendar years, concurrent with the term of the OCWDB Chair. Terms of OCWDB member appointment to Standing Committees shall be for one (1) calendar year. If the required membership is not met for any committee, the OCWDB Chairperson will appoint members accordingly.

a. Each Standing Committee may designate a Vice Chair to support the Chairperson in fulfilling committee responsibilities. The Vice Chair must be a current OCWDB member and shall be elected by the committee membership. The Vice Chair may facilitate meetings in the absence of the Chair but shall not assume the official duties or title of Chairperson unless formally appointed.

b. Alternate Representation for Standing Committee Chairs: In the event a Standing Committee Chairperson and/or Committee Vice Chair is unable to attend a scheduled committee meeting, they may designate an alternate to attend and participate on their behalf for that meeting only. The designated alternate must be a current OCWDB member, in good standing, who also serves on the same Standing Committee. The alternate may facilitate the meeting but shall not assume the duties or title of Chairperson. The designation must be submitted in writing (including email) to the OCWDB Chairperson and Executive Director at least 24 hours in advance of the scheduled meeting. Alternate designations are intended for limited use and shall not exceed three (3) meetings per calendar year unless otherwise approved by the OCWDB Chairperson.

f. ~~The OCWDB may have establish and maintain up to four (4) sStanding cCommittees, with the ability to adjust, and consolidate, add or remove committees as required per current and/or updated regulations, and/or determined by the Executive Committee. Any OCWDB sStanding Ccommittee must be chaired by a member of the OCWDB, as appointed by the OCWDB Chairperson. The term of the Chairperson of any sStanding coCommittee shall be for two (2) calendar years. Terms of OCWDB member appointment to stStanding cCommittees shall be for one calendar year. If the required membership is not met for the committees, the OCWDB Chairperson will appoint members accordingly. Standing Committees are permitted under WIOA Section 107(b)(4), which authorizes local boards to establish committees to support the Board's functions. There is no federal requirement for a minimum number or specific types of standing committees. However, the OCWDB may designate the following areas of purview for standing committees, based on local need and strategic priorities: Standing Ccommittees are established and governed pursuant to WIOA Section 107(b)(4). At a m the OCWDB may designate each of the following~~

2.

a. Youth Services

Oversight of planning, operations, and delivery of youth workforce services. This area includes input from community-based organizations with a demonstrated record of

serving eligible youth.

b. Business Engagement and Employer Services

Focused on employer engagement, workforce trends, sector partnerships, and aligning training and services to labor market demand.

c. One-Stop Operations and Accessibility

Oversight of the one-stop delivery system, including partner coordination, service integration, and accessibility. This includes compliance with WIOA Section 188 and the ADA, as well as support for staff training and inclusive service delivery.

d. Performance and Accountability

Responsible for reviewing local area performance outcomes, monitoring WIOA metrics, supporting continuous improvement efforts, and making data-informed recommendations to strengthen system effectiveness.

~~g. — A Standing Committee to provide information and assist with operational and other issues related to the one-stop delivery system. Membership may include representatives of one stop partners. The committee also supports efforts to improve access and services for individuals with disabilities, ensuring compliance with Section 188 of WIOA and the Americans with Disabilities Act (ADA), and guiding staff training, physical and programmatic accessibility, and employment opportunities for individuals with disabilities.~~
~~A Standing Committee to provide information and assist with operational and other issues relating to the one-stop delivery system, which may include as members representatives of the one-stop partners provide information and to assist with operational and other issues relating to the provision of services to individuals with disabilities, including issues relating to compliance with section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding providing programmatic and physical access to the services, programs, and activities of the one-stop delivery system, as well as appropriate training for staff on providing supports for or accommodations to, and finding employment opportunities for, individuals with disabilities.~~

~~2. — A Standing Committee to provide information and to assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth.~~

~~A Standing Committee to provide information and to assist with operational and other issues relating to the provision of services to individuals with disabilities, including issues relating to compliance with section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding providing programmatic and physical access to the services, programs, and activities of the one-stop delivery system, as well as appropriate training for staff on providing supports for or accommodations to, and finding employment opportunities for, individuals with disabilities.~~

~~B. —~~

NOTE: Are there no standing committees — If so they should be described.

- C. Ad Hoc Committees: The Chairperson may establish ad hoc committees of less than a quorum of the OCWDB membership to accomplish time-limited tasks that support the goals of the OCWDB. When an ad hoc committee is created, the Chairperson shall identify the committee's membership, the scope of work, work product, and date of dissolution. Terms of appointment for an ad hoc committee shall be for the period of time required to fulfill the ad hoc committee's purpose. OCWDB members will volunteer to be on the committee and will be recommended by the OCWDB Chairperson. If the required membership for an ad hoc committee is not met, the OCWDB Chairperson will appoint members accordingly.
1. When appropriate, ad-hoc committees may call on other knowledgeable individuals who are not OCWDB members to act as subject matter experts to the committees. Said individuals shall be subject to the conflict-of-interest statutes, regulations, and ordinances.

VIII. ARTICLE VIII. Meetings and Actions

- A. The OCWDB shall, at its last meeting of each calendar year, adopt a schedule of regular meetings and any ~~s~~Standing ~~e~~Committee meetings (no meetings in July or December) and transmit that schedule in writing to members of the OCWDB, and the public at large.
- B. All OCWDB regular and standing meetings (~~i.e. not, except for ad hoc committee meetings~~), shall be open, public and noticed in conformance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 et seq., as amended and during regular business hours, held at a location within Orange County, California that satisfies the access requirements of the Americans with Disabilities Act.
1. At a minimum the OCWDB shall hold no less than four regular meetings per calendar year.
- C. Special meetings of the OCWDB may be called either by the Chairperson or at the request of a majority of OCWDB members. Notice of special meetings shall:
1. ~~Be delivered to members personally, by mail or electronically, and must be received no later than 24 hours in advance of the meeting.~~
 - 1.2. ~~State the business to be considered, and whether alternative technological means may be used such as telephone or video conferencing, as technological resource availability permits and as permissible by the Ralph M. Brown Act. delivered to members personally, by mail or electronically, and must be received no later than 24 hours in advance of the meeting.~~
- D. Quorum Requirements
1. Quorum requirements are as follows:
 - a. General OCWDB Meetings: Quorum shall be no less than 50%+1 of the membership. However, if there are unfilled vacancies in the membership of the OCWDB, then the quorum requirement will be proportionately reduced.
 - ~~b. Executive & Standing~~ Committee: Quorum shall be no less than 50%+1 of the ~~Committee~~ membership. However, if there are unfilled vacancies in the membership of the ~~Executive~~ Committee, then the quorum requirement will be proportionately reduced.
 - c. ~~Standing Committees~~: Quorum shall be no less than 50%+1 of the ~~Committee~~ membership. Quorum shall be the members present, but no less than a majority of the ~~Standing Committee's~~ members three (3).

- d. If a quorum is not established, for any meeting, within 15 minutes of the scheduled start time, the meeting shall may be adjournedcancelled for lack of quorum pursuant to the Ralph M. Brown Act, Government Code 54955.
- e. If at any time during the meeting quorum is lost, the meeting must immediately adjourn. No official business may be conducted without a quorum pursuant to the Ralph M. Brown Act, Government Code section 54952.6.

E. Voting Majority: Actions–Decisions and acts taken by majority vote of the members at any duly constituted meeting shall be regarded as acts of the OCWDB, except as otherwise provided by these Bylaws.

- 1. Members choosing to abstain from voting on specific actions will not affect majority requirements. Abstentions are considered a “non-vote” – neither a vote in the affirmative nor in the negative. However, in order for an action to be passed, a majority of the quorum casting votes must vote in the affirmative.
 - a. For example: If, at a ~~s~~Standing ~~e~~Committee meeting, six (6) voting members of the committee are present to vote, and on a particular motion, three (3) votes in the affirmative, two (2) votes in the negative, and one (1) member abstains, the motion passes.

F. Meetings and Administrative Support: OCCR shall provide general clerical support (OCCR Support) to the OCWDB. OCCR Support shall include, but not be limited, to the following:

- 1. Action Minutes and Attendance at Meetings: A representative designated by the OCCR, shall attend each meeting, and maintain a record of proceedings (attendance, action minutes and recording) and directives of the OCWDB.
- 2. Preparation and Distribution of Agenda: OCCR Support will prepare, publicly post and distribute all agendas of the OCWDB meetings.
- 3. The regular OCWDB meeting agenda will be distributed and made available to the public at least 72 hours prior to the meeting, pursuant to the Ralph M. Brown Act, Government Code section 54950 et seq.
- 4. OCCR staff will audiotape meetings, and the audio recording will act as ~~the~~as the official meeting record.
- ~~— The Executive Director is an employee of the County who shall assist with carrying out the functions of the OCWDB. The Executive Director shall have the authority to sign documents on behalf of the OCWDB, provided, as applicable, the OCWDB and/or BOS have duly approved the execution of all such documents.~~
- 5. Executive Director of Workforce and Economic Development shall provide support to the OCWDB and serve in the capacity of OCWDB Executive Director (“Executive Director”). The Executive Director is an employee of the County who shall assist with carrying out the functions of the OCWDB. The Executive Director shall have the authority to sign documents on behalf of the OCWDB, provided, as applicable, the OCWDB and/or BOS have duly approved the execution of all such documentsdocuments.
- 6. The OCWDB establishment and operation shall be at no cost to the County, except for general clerical administrative support provided by the County.

IX. ARTICLE IX. Compensation and Reimbursement

- A. Members shall receive no compensation for serving on the OCWDB. The County may authorize reimbursement for actual expenses incurred while performing within the scope of their duties, if pre-approved by the County, to the extent permitted by applicable County policy. All requests for reimbursement shall be submitted in accordance with the policies and procedures adopted by the County on a form approved by the County Auditor-Controller.

X. ARTICLE X. Removal and Resignation of Members

A. Removal:

1. BOS may, at any time with or without cause, remove any OCWDB member from office prior to the expiration of their term of office by majority vote of BOS.
2. The Chairperson may present to the OCWDB general membership a recommendation to take forward a request to the BOS for removal consideration of any member(s) based on cause or absenteeism. ~~Recommendation for removal of a member shall require a majority vote of the OCWDB, a quorum being present.~~
3. ~~Removal for Cause:~~ Cause shall be defined as the member is unable effectively to represent the categorical seat to which ~~he/she is~~ they appointed due to change of employment or status or other reasons that substantially alters the member's qualifications which were present and considered in making the initial appointment or interfere with the individual's ability to properly function as a member of the OCWDB.
4. Removal for Absenteeism: Any member of the OCWDB who fails to attend a total of -three (3) consecutive-regular OCWDB and/or committee meetings (in total per calendar year), or half of the regular OCWDB meetings in a calendar year- shall automatically vacate their position upon the third absence.
5. ~~Recommendation for removal of a member shall require a majority vote of the Council OCWDB, a quorum being present, and shall be submitted to the BOS for final review and approval.-~~

~~B. Resignation:~~ Resignation of OCWDB members shall be ~~effected~~ affected by a written letter of resignation

~~B. submitted to the OCWDB Chair~~ and OCWDB Executive Director.

~~C. The Chairperson OCWDB Chair or Executive Director shall notify the Clerk of the Board in writing of any vacancies within 10 days of learning the existence of any such vacancy.~~

XI. ARTICLE XI. Authority

- A. Parliamentary Authority: The Chairperson shall preside and manage OCWDB meetings using parliamentary procedure consistent with these bylaws, and any applicable County, state, and federal law.

- B. ~~Whenever appropriate, due to time constraints or when other~~ circumstances demand that action be taken before the next scheduled OCWDB meeting, the OCWDB may authorize and grants its full decision-making authority to the Executive Committee to act on its behalf. Such actions taken by the Executive Committee shall be ratified by the OCWDB at its next regularly scheduled meeting. Such actions shall be noticed to all OCWDB members either in writing or electronically within seven (7) days. In the event an OCWDB member takes exception to said action of the Executive Committee, the Chairperson shall convene a special meeting of the OCWDB to resolve the issue.

XII. ARTICLE XII. Conflict of Interest

- A. Members of the OCWDB and any of its ~~s~~standing ~~e~~committees shall abstain from voting on any issue in which they may be personally interested to avoid a conflict of interest in accordance with County, state, and federal laws and shall refrain from engaging in any behavior that conflicts with the best interest of the County.
- B. Members of the OCWDB shall not vote nor attempt to influence any other OCWDB member on a matter under consideration by the OCWDB or any of its committees:
1. Regarding the provision of services by such member (or by an entity that such member represents); or
 2. That would provide direct financial benefit to such member or the immediate family of such member; or
 3. Engage in any other activity constituting a conflict of interest under County, state, or federal law.
- C. If a question arises as to whether a conflict exists that may prevent a member from voting, the Chairperson or designee may consult with designated County staff to assist them in making that determination.
- D. In order to avoid a conflict of interest or the appearance of such conflict, all nominees to become members of the OCWDB shall disclose on forms provided by the County information regarding their private economic interests that may be implicated by their service on the OCWDB.
- E. OCWDB members shall timely file Statements of Economic Interests (Form 700) and other financial disclosures as required by law.
- F. OCWDB members shall complete ethics training as required by County policy and Assembly Bill 1234 (Government Code sections 53234 through 53235.2).
- ~~G.~~ Neither OCWDB nor any of its members shall promote, directly or indirectly, a political party, political candidate, or political activity using the name, emblem, or any other identifier of OCWDB.
- ~~G.~~
- ~~H.~~
- ~~H.~~
- I. The OCWDB shall have no authority to accept gifts or donations on behalf of the County.
- J. Disclosure: When a Board OCWDB member has a conflict of interest, then the OCWDB Board member shall.;
1. Prior to discussion, vote, or decision by the OCWDB Board, publicly disclose the nature of the conflict of interest in the action item under consideration;

2. Answer any questions regarding the conflict of interest, which may be asked if the OCWDB Board Chairperson or Committee Chairperson determines that questions regarding the OCWDB Board member's disclosure are needed for the OCWDB Board to properly consider the matter;
 3. Not speak to or initiate any discussion of the action item to which the conflict of interest pertains;
and
 4. Not request funds or proposals that compete with the action item to which the conflict of interest pertains, and pertains and abstain from voting on the matter to which the conflict of interest pertains.-
- K. An OCWDB Board member who violates any conflict-of-interest requirements set forth herein may be removed from the OCWDB Board by a simple majority recommendation of the OCWDB Board and ratification from the BOSK _____.
- ~~I. A Board member who violates any conflict of interest requirements set forth herein may be removed from the Board by a simple majority recommendation of the Board and ratification from the BOS.~~

XIII. ARTICLE XIII. Adoption and Amendment of Bylaws

- A. Adoption:- An affirmative vote of at least 50%+1 of those voting, a quorum being present, shall be required to recommend these Bylaws for Board approval. These Bylaws become effective upon approval by the Board.
- A.B. Amendments:
1. Any member of the OCWDB or the County may propose amendments to these Bylaws.
 2. Proposed amendments shall be submitted in writing and made available to each member of the OCWDB no less than five days prior to consideration before a vote can be taken.
 3. An affirmative vote of at least 50%+1 of those voting, a quorum being present, shall be required to recommend Bylaws amendments for Board approval. Any amendments to the Bylaws become effective upon approval by the Board.

~~3.~~

XIV. ARTICLE XIV. Severability

Should any part term, portion or provision of these Bylaws be determined to be in conflict with any law or otherwise unenforceable or ineffectual, the remaining parts, terms, portions or provisions shall be deemed severable, and their validity shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the provisions that the members intended to enact in the first instance.-

~~XV. ARTICLE XV. Staffing Support~~

~~Executive Director of Workforce and Economic Development shall provide support to the OCWDB and serve in the capacity of OCWDB Executive Director ("Executive Director"). The Executive Director is an employee of the County who shall assist with carrying out the functions of the OCWDB. The Executive Director shall have the authority to sign documents on behalf of the OCWDB, provided, as applicable, the OCWDB and/or BOS have duly approved the execution of all such documents.~~

- ~~A. The OCWDB establishment and operation shall be at no cost to the County, except for general clerical administrative support provided by the County.~~

~~XVI.~~XV. **ARTICLE XVI. Advocacy**

All OCWDB communications shall be preapproved by OCCR and be on ~~OCCR-created~~ OCWDB letterhead. OCWDB's recommendations on legislation must be approved by the majority vote of a quorum of the OCWDB and submitted to the County Executive Office of Legislative Affairs for recommendation to the County through OCCR. The OCWDB shall not take positions on legislation without the pre-approval of the County.

- A. The OCWDB website shall be hosted on the OCCR domain and managed by OCCR.
- B. The County must preapprove all OCWDB correspondence, statements, press releases, and reports prior to release.

~~[insert: I recommend listing prior versions and revision dates at the end; these details come in handy when doing research]~~

BYLAWS OF
THE ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

I. ARTICLE I. Name of Organization

- A. The name of this organization shall be the Orange County Workforce Development Board, hereinafter referred to as "OCWDB".
- B. The official location and mailing address of the OCWDB shall be:
1300 S. Grand Ave., Building B
Santa Ana, CA 92705

II. ARTICLE II. Establishment of OCWDB

The Governor of the State of California, pursuant to the Workforce Innovation and Opportunity Act of 2014, hereinafter called "WIOA", Public Law H.R. 803, has designated the County of Orange, hereinafter known as the County, as a local Workforce Development Area for the operation of comprehensive workforce development system activities, and provides funding thereto the Orange County.

The members of the OCWDB are appointed by the Orange County Board of Supervisors (BOS), which serves as the County's Chief Elected Official (CEO), pursuant to WIOA. Pursuant to section 106 of WIOA, the BOS is designated as the entity responsible for setting policy, developing and monitoring the Workforce and Economic Development Division (WEDD) budget and WIOA funding, as the designated grant recipient, acting as the fiscal authority/agent, responsible for the procurement and contracting with providers, responsible for program/fiscal integrity, and for the operation of comprehensive workforce development system activities, the direction and oversight of employment and training programs at the local level and for providing funding, in partnership with the OCWDB, through Orange County Community Resources (OCCR). OCCR bears the duties, obligations, and liabilities arising from its roles as administrative entity, fiscal agent, and Grant Recipient under WIOA.

The OCWDB was originally formed by the BOS under WIOA's predecessor statute, the Federal Workforce Investment Act of 1998 (Public Law 105-220, 29 U.S.C. 2801, et seq.) (WIA) in February 2000.

III. ARTICLE III. Purpose and Functions of OCWDB

The purpose of the OCWDB is to work with the County to:

- A. It is the principal responsibility of the OCWDB to perform the functions set forth in WIOA and to provide policy guidance for strategic planning activities, as well as to monitor, review, and direct activities toward achieving the OCWDB's goals and objectives. The OCWDB will carry out its responsibilities in partnership with agencies and organizations in the workforce development area. In achieving this requirement, the OCWDB shall align its workforce development resources to the regional economy to ensure coordinated and efficient services to both job seekers and businesses.
- B. The purpose of the OCWDB shall include planning and general oversight for the comprehensive workforce development programs throughout the local Workforce Development Area. The OCWDB shall support the involvement of stakeholders such as: business, industry, education, labor organizations, community-based organizations, economic development agencies and one-stop delivery system

partners in workforce development activities.

- C. The OCWDB shall perform other functions and duties as required by WIOA or the State of California in implementing legislation and/or Executive Orders and shall act in accordance with WIOA.
- D. OCWDB is the County appointed committee, and principal facilitator of the Comprehensive Economic Development Strategy (CEDS) development and updating process. The CEDS encompasses all cities within the county and meets the statutory requirement outlined in 13 CFR, Chapter III, Part 304 to designate the County as an Economic Development District. The OCWDB shall:
 - 1. Update the CEDS at least every five years to qualify for assistance from the U.S. Economic Development Administration (EDA) under its Public Works and Economic Adjustment Assistance programs.
 - 2. Fulfill requirement that a CEDS Strategy Committee represents the main economic interests of the region (e.g., private sector, public officials, community leaders, workforce development boards, etc.) In accordance with applicable resolutions, statutes, federal, and state regulations, all functions of the OCWDB shall be performed in partnership with the BOS, through OCCR.

IV. **ARTICLE IV. Appointment and Membership**

- A. Membership of the OCWDB shall be appointed by the BOS and composed as follows:
 - 1. There shall be no less than nineteen (19) members and no more than twenty-five (25) members that comprise the OCWDB.
 - a. Ten (10) OCWDB members shall be appointed by the BOS with each Supervisor nominating two (2) OCWDB members from inside or outside of the District that the Supervisor represents. A Supervisor may nominate a person from outside of the District that the Supervisor represents only with concurrence, in writing, of the Supervisor who represents the District in which the proposed nominee resides. Supervisor appointments must comply with the qualifications outlined in WIOA Section 107(b)(2) and below in Article IV(B) Qualification for OCWDB Membership, and be solely representative the categories of organizations described therein.
 - b. Members of the OCWDB other than those appointed as District Representatives as described in the foregoing section shall be At-Large members and will be nominated to and appointed by the BOS according to the BOS's rules of procedure. When applicable, organizations qualified to nominate individual at-large members may be from organizations that represent the categories of board members below including chamber of commerce, merchant associations, employee associations, labor organizations, central labor council, education, state and local government.
 - c. Business and Employer Representation:
 - i. Over 50% Business Members: The OCWDB must have over 50% representation from the business and employer community.
 - ii. These business members must hold positions such as owners, CEOs, COOs, or be individuals with significant policymaking or hiring authority and satisfy the other criteria for membership as stated in WIOA Section 107(b)(2)(A)(i) through (iii).
 - d. Labor/ Workforce Representation:
 - i. At least 20% of the OCWDB members must represent the local workforce.
 - ii. This includes at least one member representing labor organizations.
 - iii. May include representatives of community-based organizations with demonstrated experience and expertise in addressing employment needs of

- iv. These labor/workforce representatives must satisfy the other criteria for membership as stated in WIOA Section 107(b)(2)(B).
 - e. Education and Adult Education Representation:
 - i. At least one member representing higher education institutions.
 - ii. At least one member representing the local adult education system.
 - iii. These education and training representatives must satisfy the other criteria for membership as stated in WIOA Section 107(b)(2)(C).
 - f. Economic and Community Development:
 - i. Representative from the Employment Development Department.
 - ii. Representative from the Department of Rehabilitation.
 - iii. At least one representative of a local or regional economic or community development entity (e.g., city or county economic development agency, chamber of commerce, or regional planning commission).
 - iv. These economic and community development representatives must satisfy the other criteria for membership as stated in WIOA Section 107(b)(2)(D).
- B. Qualifications for OCWDB Membership
1. OCWDB members shall be broadly representative of different racial, ethnic, religious, socio-economic, disability, age, genders, sexual orientation, or marital status groups in the County. In addition to meeting the categorical membership composition requirements outlined in WIOA Section 107(b), the following criteria will be used for all membership appointments:
 - a. Demonstrate an understanding of workforce and economic development.
 - i. Business representatives must be owners, chief executives, operating officers, or individuals with optimum policymaking or hiring authority from businesses that provide employment opportunities in in-demand industry sectors or occupations.
 - ii. Workforce representatives must be from labor organizations, apprenticeship programs, or community-based organizations with demonstrated expertise in addressing employment needs of individuals with barriers to employment.
 - iii. Education and training representatives must be from entities administering adult education and literacy activities under Title II, or from institutions of higher education providing workforce training.
 - iv. Government, economic, and community development representatives must be from entities such as economic development agencies, the Employment Development Department (EDD), or the Department of Rehabilitation (DOR), as required by WIOA.
 - b. Residency and Voting Requirements: Except where the BOS finds it is in the best interest of the County to waive district and/or county voter and residency requirements, placing priority to WIOA board composition mandates and priorities, all members of the OCWDB shall be:
 - i. Registered voters in the County; and
 - ii. Reside in the district of the nominating member of the BOS, unless the Supervisor representing the district where the nominee resides provides documented consent for the nomination.
 - c. Satisfy all federal, state, local or any other qualifications for the OCWDB members.
 - d. When possible, represent local and regional priority industry sectors, defined as industries prioritized through analysis of employment growth rates, wage potential, and job openings.

- C. Length of OCWDB Membership
1. All OCWDB member appointments shall be for a term concurrent with the term of office of the nominating member of the BOS.
 2. All OCWDB appointments deemed to be "at large" appointments as described in Article IV(A)(1)(b), shall be for two-year terms.
 3. Appointments made to fill a vacancy left by a member before the expiration of the term of that member shall be for the remaining term of that member.
 4. Pursuant to Government Code section 1302, a member whose term has expired may continue serving as a member until reappointed or replaced.
 5. In the event of a vacancy, OCCR is responsible for providing notice to the Clerk of the Board. A vacancy may not necessarily be filled if the required composition of the OCWDB can be maintained without filling the vacancy.

V. ARTICLE V. OCWDB Officers

- A. The OCWDB officers shall consist of:
1. Positions and method of selecting:
 - a. Chairperson- The Chairperson shall only be elected from among the OCWDB members who are part of the "Business in the Local Area" category set forth in WIOA Section 107(b)(2)(A).
 - b. Vice-Chairperson- The Vice-Chairperson shall be elected from among any of the appointed OCWDB Members.
 2. Duties of each position:
 - a. The Chairperson shall preside over all regular full board meetings, call special meetings, create ad-hoc committees, decide points of order, announce all business, entertain motions, put motions to vote, announce vote results, appoint and may remove committee Chairpersons, represent the OCWDB at or designate a representative to attend public functions, act as an ex officio member on all committees, and coordinate the appointment of OCWDB members and to Standing Committees.
 - b. The Vice-Chairperson shall perform the duties of the Chairperson in his or her absence. In the event the Chairperson resigns from the Board during their term of office, the Vice-Chairperson shall serve the remaining term of the office.
 3. The Chairperson and Vice-Chairperson shall be elected annually for a one-year term; said term shall be effective from January 1st through December 31st.
 4. No person, except a member of BOS, may serve as Chairperson of the OCWDB for more than two (2) consecutive terms.
 5. No person, except a member of BOS, may serve simultaneously as Chairperson for two or more Boards, Commissions, or Committees.
- B. Election Procedures and Nominations
1. Nominations will be taken from the floor (and members can self-nominate).
 2. Elections of officers shall be held annually, during the last OCWDB full board meeting of each calendar year, by majority vote, a quorum being present.
 3. Elections involving two candidates running for the same position, in the case of a tie, a second vote will be taken.
 4. For elections involving more than two candidates running for the same position, in the case of a tie involving the two candidates with the highest votes, a runoff election shall be held between

the candidates with the two highest votes. If a tie remains, it shall be broken by coin toss, as described above. In the case of a three- way tie, a runoff election shall be held for all three candidates. If a tie remains, all three candidates shall have one representative coin toss, conducted by the County. The winning candidate is the candidate whose coin differentiates itself from the other two.

VI. ARTICLE VI. Duties of Members

- A. Members shall attend meetings of the OCWDB and of committees to which they are appointed. Additionally, OCWDB members shall:
 - 1. Members shall serve as a member on at least one Standing Committee of the OCWDB;
 - 2. Comply with these Bylaws;
 - 3. Make a positive contribution to the region's economy by helping shape a workforce development system that meets the demand of businesses and job seekers;
 - 4. Devote a portion of their time and talent to working with other OCWDB members, staff, businesses, public officials, and public and private sector partners to improve the quality of the local workforce development area;
 - 5. Regularly attend OCWDB and Standing Committee meetings;
 - 6. Join and participate actively in at least one Standing Committee;
 - 7. Be prepared for OCWDB meetings by reviewing materials sent in advance of meetings;
 - 8. Act and vote on the strategic interest of the OCWDB and Orange County as a whole, rather than the interest of a single constituency;
 - 9. Review and support workforce staff in conducting workforce research and regional labor market analysis, and
 - 10. Serve as an ambassador of OCWDB within the community and among business and industry leaders;
- B. Attendance: Members shall attend meetings of the OCWDB and committees to which they are appointed. The Executive Committee shall routinely review member attendance at board and committee meetings. Members shall notify the Chairperson and Executive Director of the OCWDB of any expected absence for a meeting by 5 p.m. of the day before the scheduled OCWDB or Committee meeting, indicating good and sufficient reasons for the absence. Excessive absences may lead to removal, as addressed in Article X(A)(4).
- C. In the performance of its responsibilities, the OCWDB shall not engage in nor employ any unlawfully discriminatory practices in the provision of services or benefits, assignment of accommodations, treatment, employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable County, state, or federal laws.
- D. Members of the OCWDB shall comply with the County Equal Employment Opportunity and Anti-Harassment Policy and Procedures and Code of Ethics.
- E. Members of the OCWDB shall operate strictly within designated purposes of the OCWDB.

VII. ARTICLE VII. Standing Committees

All Standing Committees are governed by the Brown Act. Chairs of the OCWDB Standing Committees, in consultation with OCCR, shall prepare the agenda for meetings.

- A. There shall be an Executive Committee comprised of the Current Chairperson, the Previous Past Chairperson, the Vice-Chairperson, and the Chair of each Standing Committee. The Executive Committee shall hold meetings at the request of the Chairperson and the Executive Director. The OCWDB's Chairperson shall serve as the Chairperson of the Executive Committee.
 1. The purpose of the Executive Committee shall be to:
 - a. Provide recommendations regarding regular agenda items of the OCWDB as deemed necessary.
 - b. Discuss policy recommendations concerning the workforce development system's operation.
 - c. Promote and support implementation of activities contained in the OCWDB Local Plan and Orange Regional Plan.
 - d. Whenever appropriate, due to time constraints or other factors, the Executive Committee shall have decision-making authority on behalf of the OCWDB, as defined in Article XI- Authority.

- B. Standing Committees: The OCWDB may establish and maintain up to four (4) Standing Committees, with the ability to adjust, consolidate, add, or remove committees as required by current or updated regulations and/or with the concurrence of the full Board.
 1. Any OCWDB Standing Committee must be chaired by a member of the OCWDB, as appointed by the OCWDB Chairperson. The term of the Chairperson of any Standing Committee shall be for two (2) calendar years, concurrent with the term of the OCWDB Chair. Terms of OCWDB member appointment to Standing Committees shall be for one (1) calendar year. If the required membership is not met for any committee, the OCWDB Chairperson will appoint members accordingly.
 - a. Each Standing Committee may designate a Vice Chair to support the Chairperson in fulfilling committee responsibilities. The Vice Chair must be a current OCWDB member and shall be elected by the committee membership. The Vice Chair may facilitate meetings in the absence of the Chair but shall not assume the official duties or title of Chairperson unless formally appointed.
 - b. Alternate Representation for Standing Committee Chairs: In the event a Standing Committee Chairperson and/or Committee Vice Chair is unable to attend a scheduled committee meeting, they may designate an alternate to attend and participate on their behalf for that meeting only. The designated alternate must be a current OCWDB member, in good standing, who also serves on the same Standing Committee. The alternate may facilitate the meeting but shall not assume the duties or title of Chairperson. The designation must be submitted in writing (including email) to the OCWDB Chairperson and Executive Director at least 24 hours in advance of the scheduled meeting. Alternate designations are intended for limited use and shall not exceed three (3) meetings per calendar year unless otherwise approved by the OCWDB Chairperson.
 2. Standing Committees are permitted under WIOA Section 107(b)(4), which authorizes local boards to establish committees to support the Board's functions. There is no federal requirement for a minimum number or specific types of standing committees. However, the

OCWDB may designate the following areas of purview for standing committees, based on local need and strategic priorities:

- a. Youth Services
Oversight of planning, operations, and delivery of youth workforce services. This area includes input from community-based organizations with a demonstrated record of serving eligible youth.
 - b. Business Engagement and Employer Services
Focused on employer engagement, workforce trends, sector partnerships, and aligning training and services to labor market demand.
 - c. One-Stop Operations and Accessibility
Oversight of the one-stop delivery system, including partner coordination, service integration, and accessibility. This includes compliance with WIOA Section 188 and the ADA, as well as support for staff training and inclusive service delivery.
 - d. Performance and Accountability
Responsible for reviewing local area performance outcomes, monitoring WIOA metrics, supporting continuous improvement efforts, and making data-informed recommendations to strengthen system effectiveness.
- C. Ad Hoc Committees: The Chairperson may establish ad hoc committees of less than a quorum of the OCWDB membership to accomplish time-limited tasks that support the goals of the OCWDB. When an ad hoc committee is created, the Chairperson shall identify the committee's membership, the scope of work, work product, and date of dissolution. Terms of appointment for an ad hoc committee shall be for the period of time required to fulfill the ad hoc committee's purpose. OCWDB members will volunteer to be on the committee and will be recommended by the OCWDB Chairperson. If the required membership for an ad hoc committee is not met, the OCWDB Chairperson will appoint members accordingly.
1. When appropriate, ad-hoc committees may call on other knowledgeable individuals who are not OCWDB members to act as subject matter experts to the committees. Said individuals shall be subject to the conflict-of-interest statutes, regulations, and ordinances.

VIII. ARTICLE VIII. Meetings and Actions

- A. The OCWDB shall, at its last meeting of each calendar year, adopt a schedule of regular meetings and any Standing Committee meetings (no meetings in July or December) and transmit that schedule in writing to members of the OCWDB, and the public at large.
- B. All OCWDB regular and standing meetings (i.e. not ad hoc committee meetings), shall be open, public and noticed in conformance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 et seq., as amended and during regular business hours, held at a location within Orange County, California that satisfies the access requirements of the Americans with Disabilities Act.
 1. At a minimum the OCWDB shall hold no less than four regular meetings per calendar year.
- C. Special meetings of the OCWDB may be called either by the Chairperson or at the request of a majority of OCWDB members. Notice of special meetings shall:
 1. Be delivered to members personally, by mail or electronically, and must be received no later than 24 hours in advance of the meeting.
 2. State the business to be considered, and whether alternative technological means may be used

such as telephone or video conferencing, as technological resource availability permits and as permissible by the Ralph M. Brown Act.

D. Quorum Requirements

1. Quorum requirements are as follows:

- a. General OCWDB Meetings: Quorum shall be no less than 50%+1 of the membership. However, if there are unfilled vacancies in the membership of the OCWDB, then the quorum requirement will be proportionately reduced.
- b. Executive Committee: Quorum shall be no less than 50%+1 of the Committee membership. However, if there are unfilled vacancies in the membership of the Executive Committee, then the quorum requirement will be proportionately reduced.
- c. Standing Committees: Quorum shall be no less than 50%+1 of the Committee membership.
- d. If a quorum is not established, for any meeting, within 15 minutes of the scheduled start time, the meeting may be cancelled for lack of quorum pursuant to the Ralph M. Brown Act, Government Code 54955.
- e. If at any time during the meeting quorum is lost, the meeting must immediately adjourn. No official business may be conducted without a quorum pursuant to the Ralph M. Brown Act.

E. Voting Majority: Decisions and acts taken by majority vote of the members at any duly constituted meeting shall be regarded as acts of the OCWDB, except as otherwise provided by these Bylaws.

1. Members choosing to abstain from voting on specific actions will not affect majority requirements. Abstentions are considered a “non-vote” – neither a vote in the affirmative nor in the negative. However, in order for an action to be passed, a majority of the quorum casting votes must vote in the affirmative.
 - a. For example: If, at a Standing Committee meeting, six (6) voting members of the committee are present to vote, and on a particular motion, three (3) votes in the affirmative, two (2) votes in the negative, and one (1) member abstains, the motion passes.

F. Meetings and Administrative Support: OCCR shall provide general clerical support (OCCR Support) to the OCWDB. OCCR Support shall include, but not be limited, to the following:

1. Action Minutes and Attendance at Meetings: A representative designated by the OCCR, shall attend each meeting, and maintain a record of proceedings (attendance, action minutes and recording) and directives of the OCWDB.
2. Preparation and Distribution of Agenda: OCCR Support will prepare, publicly post and distribute all agendas of the OCWDB meetings.
3. The regular OCWDB meeting agenda will be distributed and made available to the public at least 72 hours prior to the meeting, pursuant to the Ralph M. Brown Act, Government Code section 54950 et seq.
4. OCCR staff will audiotape meetings, and the audio recording will act as the official meeting record.
5. Executive Director of Workforce and Economic Development shall provide support to the OCWDB and serve in the capacity of OCWDB Executive Director (“Executive Director”). The Executive Director is an employee of the County who shall assist with carrying out the functions of the OCWDB. The Executive Director shall have the authority to sign documents on behalf of the OCWDB, provided, as applicable, the OCWDB and/or BOS have duly approved the

execution of all such documents.

6. The OCWDB establishment and operation shall be at no cost to the County, except for general clerical administrative support provided by the County.

IX. ARTICLE IX. Compensation and Reimbursement

- A. Members shall receive no compensation for serving on the OCWDB. The County may authorize reimbursement for actual expenses incurred while performing within the scope of their duties, if pre-approved by the County, to the extent permitted by applicable County policy. All requests for reimbursement shall be submitted in accordance with the policies and procedures adopted by the County on a form approved by the County Auditor-Controller.

X. ARTICLE X. Removal and Resignation of Members

- A. Removal:
 1. BOS may, at any time with or without cause, remove any OCWDB member from office prior to the expiration of their term of office by majority vote of BOS.
 2. The Chairperson may present to the OCWDB general membership a recommendation to take forward a request to the BOS for removal consideration of any member(s) based on cause or absenteeism..
 3. Removal for Cause: Cause shall be defined as the member is unable effectively to represent the categorical seat to which they appointed due to change of employment or status or other reasons that substantially alters the member's qualifications which were present and considered in making the initial appointment or interfere with the individual's ability to properly function as a member of the OCWDB.
 4. Removal for Absenteeism: Any member of the OCWDB who fails to attend a total of three (3) regular OCWDB and/or committee meetings (in total per calendar year), shall automatically vacate their position upon the third absence.
 5. Recommendation for removal of a member shall require a majority vote of the OCWDB, a quorum being present, and shall be submitted to the BOS for final review and approval.
- B. Resignation: Resignation of OCWDB members shall be effected by a written letter of resignation submitted to the OCWDB Chair and OCWDB Executive Director.
- C. The OCWDB Chair or Executive Director shall notify the Clerk of the Board in writing of any vacancies within 10 days of learning the existence of any such vacancy.

XI. ARTICLE XI. Authority

- A. Parliamentary Authority: The Chairperson shall preside and manage OCWDB meetings using parliamentary procedure consistent with these bylaws, and any applicable County, state, and federal law.
- B. When circumstances demand that action be taken before the next scheduled OCWDB meeting, the OCWDB may authorize and grant its full authority to the Executive Committee to act on its behalf. Such actions taken by the Executive Committee shall be ratified by the OCWDB at its next regularly scheduled meeting. Such actions shall be noticed to all OCWDB members either in writing or electronically within seven (7) days. In the event an OCWDB member takes exception to said action of the Executive Committee, the Chairperson shall convene a special meeting of the OCWDB to resolve the issue.

XII. ARTICLE XII. Conflict of Interest

- A. Members of the OCWDB and any of its Standing Committees shall abstain from voting on any issue in which they may be personally interested to avoid a conflict of interest in accordance with County, state, and federal laws and shall refrain from engaging in any behavior that conflicts with the best interest of the County.
- B. Members of the OCWDB shall not vote nor attempt to influence any other OCWDB member on a matter under consideration by the OCWDB or any of its committees:
 - 1. Regarding the provision of services by such member (or by an entity that such member represents); or
 - 2. That would provide direct financial benefit to such member or the immediate family of such member; or
 - 3. Engage in any other activity constituting a conflict of interest under County, state, or federal law.
- C. If a question arises as to whether a conflict exists that may prevent a member from voting, the Chairperson or designee may consult with designated County staff to assist them in making that determination.
- D. In order to avoid a conflict of interest or the appearance of such conflict, all nominees to become members of the OCWDB shall disclose on forms provided by the County information regarding their private economic interests that may be implicated by their service on the OCWDB.
- E. OCWDB members shall timely file Statements of Economic Interests (Form 700) and other financial disclosures as required by law.
- F. OCWDB members shall complete ethics training as required by County policy and Assembly Bill 1234 (Government Code sections 53234 through 53235.2).
- G. Neither OCWDB nor any of its members shall promote, directly or indirectly, a political party, political candidate, or political activity using the name, emblem, or any other identifier of OCWDB.
- H. No assets or assistance provided by County to OCWDB shall be used for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.
- I. The OCWDB shall have no authority to accept gifts or donations on behalf of the County.
- J. Disclosure: When a OCWDB member has a conflict of interest, then the OCWDB member shall:
 - 1. Prior to discussion, vote, or decision by the OCWDB , publicly disclose the nature of the conflict of interest in the action item under consideration;
 - 2. Answer any questions regarding the conflict of interest, which may be asked if the OCWDB Chairperson or Committee Chairperson determines that questions regarding the OCWDB member's disclosure are needed for the OCWDB to properly consider the matter;
 - 3. Not speak to or initiate any discussion of the action item to which the conflict of interest pertains; and

4. Not request funds or proposals that compete with the action item to which the conflict of interest pertains and abstain from voting on the matter to which the conflict of interest pertains.
- K. An OCWDB member who violates any conflict-of-interest requirements set forth herein may be removed from the OCWDB by a simple majority recommendation of the OCWDB and ratification from the BOS.

XIII. ARTICLE XIII. Adoption and Amendment of Bylaws

- A. Adoption: An affirmative vote of at least 50%+1 of those voting, a quorum being present, shall be required to recommend these Bylaws for Board approval. These Bylaws become effective upon approval by the Board.
- B. Amendments:
 1. Any member of the County may propose amendments to these Bylaws.
 2. Proposed amendments shall be submitted in writing and made available to each member of the OCWDB no less than five days prior to consideration before a vote can be taken.
 3. An affirmative vote of at least 50%+1 of those voting, a quorum being present, shall be required to recommend Bylaws amendments for Board approval. Any amendments to the Bylaws become effective upon approval by the Board.

XIV. ARTICLE XIV. Severability

Should any part term, portion or provision of these Bylaws be determined to be in conflict with any law or otherwise unenforceable or ineffectual, the remaining parts, terms, portions or provisions shall be deemed severable, and their validity shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the provisions that the members intended to enact in the first instance.

XV. ARTICLE XV. Advocacy

All OCWDB communications shall be preapproved by OCCR and be on OCWDB letterhead. OCWDB's recommendations on legislation must be approved by the majority vote of a quorum of the OCWDB and submitted to the County Executive Office of Legislative Affairs for recommendation to the County through OCCR. The OCWDB shall not take positions on legislation without the pre-approval of the County.

- A. The OCWDB website shall be hosted on the OCCR domain and managed by OCCR.
- B. The County must preapprove all OCWDB correspondence, statements, press releases, and reports prior to release.



Memorandum of Understanding

County of Orange – Orange County Workforce Development Board
 OC Workforce Solutions an American Job Center of California One-Stop System
 Effective July 1, 2025 – June 30, 2028

I. Preamble and Purpose of MOU

A. Preamble: California's one-stop delivery system, the American Job Center of California (AJCC), is a locally-driven system which develops partnerships and provides programs and services to achieve three main objectives established by the California Workforce Development Board Strategic Plan, which includes the following:

- Fostering demand-driven skills attainment
- Enabling upward mobility for all Californians
- Aligning, coordinating, and integrating programs and services

Under WIOA Section 121(c)(1), an MOU must be developed between the Local Workforce Development Board (herein identified as the Orange County Workforce Development Board, OCWDB) and AJCC partners. This agreement, facilitated by OCWDB in partnership with the County of Orange, establishes shared operations, services, and cost responsibilities for the local one-stop delivery system.

B. Purpose of MOU: The purpose of the MOU, is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the stated objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services. Any financial or non-fiduciary arrangements with the AJCC system are to be outlined within this AJCC partner agency cost sharing agreement (as specified below).

II. Vision Statement, Mission Statement, and Operating Principles

A. Vision: To build a dynamic, integrated AJCC workforce system in Orange County that delivers innovative, customer-centered services to meet local workforce needs and drive sustainable economic growth.

B. Mission: To deliver accessible, high-quality services through the AJCC system that connects job seekers to career opportunities and provides businesses with skilled, adaptable talent. By aligning resources and fostering partnerships, the AJCC will meet the changing needs of individuals and employers, building community resilience as well as supporting sustainable economic growth.

C. Operating Principles:

- Collaborative Partnerships: Promote inter-agency collaboration
- Accessibility and Inclusivity: Ensure all customers have equitable access
- Skill Development: Provide access to build, advance, and tailor development
- Career Pathways: Support career pathways that align with in-demand industries and occupations within the regional economy, guiding job seekers toward sustainable employment.
- Seamless Access: Establish multiple access and referral points to create an easily navigable system that connects individuals to the resources they need.



Connecting job seekers and businesses to no-cost services.

III. Parties to the MOU

A. Mandated Elements: In compliance with the Workforce Innovation and Opportunity Act (WIOA) and California's Workforce Services Directive (WSD18-12), this MOU outlines key mandates that govern the operation and collaboration of partners within the Orange County One-Stop System.

1. Partnership Agreement and Shared Costs: Each AJCC partner will contribute to infrastructure costs proportionally based on benefit received. Co-located partner costs are based on space usage, while non-co-located partners will contribute when benefit data is available.
2. Service Delivery and Referral Systems: Partners will provide coordinated workforce and training services through a unified referral system, ensuring seamless access and efficiency across AJCC locations.
3. Priority of Service and Access for Individuals with Barriers: Partners will prioritize services for veterans, low-income individuals, and those with employment barriers, ensuring accessibility through accommodations and assistive technology.
4. Compliance with State and Federal Regulations: Partners agree to comply with WIOA, Uniform Guidance, and relevant laws, with regular reviews and reconciliations of cost allocations to ensure transparency.
5. Annual Review and Modification: The MOU will undergo an annual review to update funding, delivery, and service coordination mechanisms. Changes to infrastructure cost contributions or service delivery adjustments will be incorporated to reflect current usage and requirements.

B. Required Partners:

1. Chief Elected Official: County of Orange's Board of Supervisors as the Chief Elected Official
2. Local Workforce Development Board: OC Workforce Development Board
3. Representatives of the following programs:
 - WIOA Title I Adult, Dislocated Worker, Youth
 - WIOA Title II Adult Education and Literacy
 - WIOA Title III Wagner-Peyser
 - WIOA Title IV Vocational Rehabilitation
 - Carl Perkins Career Technical Education
 - Title V Older Americans Act
 - Job Corps
 - Native American Programs (Section 166)
 - Migrant Seasonal Farmworkers (Section 167)
 - Veterans
 - Youth Build
 - Trade Adjustment Assistance Act
 - Community Services Block Grant
 - Housing & Urban Development
 - Unemployment Compensation
 - Second Chance
 - Temporary Assistance for Needy Families/CalWORKs



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IV. One-Stop System, Services

This MOU will be construed, interpreted, and enforced according to the laws of the State of California. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements. AJCC partners will provide WIOA-compliant career services to support job seekers at various stages of their employment journey. The Orange County One-Stop System includes comprehensive and affiliate AJCCs that offer a full range of assistance to job seekers and businesses.

- A. Basic Career Services: Job search and placement assistance, labor market information, and eligibility determination.
- B. Individualized Career Services: Comprehensive assessment, employment planning, and career counseling.
- C. Follow-Up Services: Ongoing counseling and support for job retention, up to 12 months post-placement.

Specific partner roles, services, and AJCC locations are detailed in MOU attachments.

Attachment A for Co-Located Partners

Attachment B for Non-Co-Located Partners

Attachment C for OC Workforce Solutions Center Locations

V. Responsibility of AJCC Partners

- A. **Access to Program Services**: AJCC partners will make applicable services accessible to customers through the one-stop delivery system, collaborating in planning, development, and activity refinement to achieve shared goals
 - 1. Service Accessibility: Ensure relevant services are available through the one-stop delivery system, allowing all job seekers and employers easy access, with respect to priority of service for veterans and individuals with barriers.
 - 2. Local Responsiveness: Tailor services to address the unique needs of the local economy affecting job seeker and employer demands.
 - 3. Compliance with Standards: Align service offerings to meet state and federal guidelines for accessibility and quality.
 - 4. Data and Reporting Adherence: Maintain accurate data collection and reporting to ensure reliable information for customers.
 - 5. Capacity Building for Service Quality: Engage in cross-training and staff development to improve service delivery and customer experience.
 - 6. Resource Coordination: Collaborate with public agencies, non-profits, and other partners to maximize resources and expand service capacity.



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B. Promotion of System Integration: AJCC partners commit to fostering seamless system integration by strengthening collaboration, aligning resources, and ensuring effective, customer-centered services across the workforce system.

1. Collaborative Communication: Engage in regular information-sharing and open communication with the One-Stop operator and other partners.
2. Joint Planning and Design: Participate in joint planning and system design to create an integrated, cohesive service delivery model.
3. Shared Mission and Goals: Align with the AJCC's mission, vision, and shared performance standards to support unified outcomes.
4. Unified Service Processes: Use common intake, assessment, and referral procedures for seamless service coordination across partners.
5. Integrated Data Sharing: Leverage shared data systems, such as CalJOBS, to enable consistent service and data-sharing across partners.
6. Resource Coordination: Maximize resources through partnerships with public agencies and non-profits to expand service capacity.
7. Commitment to Continuous Improvement: Participate in evaluations and continuous improvements to enhance effectiveness and customer satisfaction.
8. Active Participation in Meetings: Attend scheduled partner meetings to stay aligned, share updates, and support cohesive system operations.

VI. Infrastructure Funding Agreement & Other Shared System Costs

A. Infrastructure Costs: The AJCC system incurs essential non-personnel infrastructure expenses, including facility rent, utilities, equipment, and technology. All partners contribute to these costs based on usage and benefit received, in line with WIOA and Uniform Guidance.

B. Budget: This budget covers infrastructure costs for AJCC operations at the Orange County Comprehensive AJCC (675 Placentia Ave., Suite 330, Brea, CA) and the Affiliate AJCC (28202 Cabot Road, Suite 140, Laguna Niguel, CA). Contributions are based on proportional use and benefit as detailed in Attachment D, Infrastructure Funding Agreement.

C. Reconciliation and Cost Monitoring: An annual reconciliation will be conducted to align contributions with actual costs and usage. Designated staff will oversee any necessary adjustments, ensuring compliance with cost principles and providing updates to partners as needed.

D. Other System Costs: Beyond infrastructure, shared system costs for career services (e.g., intake, assessment, referrals) and other services are allocated proportionally to reflect each partner's benefit, in accordance with Uniform Guidance.

E. Cost Allocation Methodology: For co-located partners, contributions are based on occupied space, with calculations provided by the CEO's Real Estate department to ensure proportional use. Non-co-located partners will contribute upon availability of statewide usage data, with contributions (cash or in-kind) reflecting benefit received, per WIOA Section 121(h)(2)(D)(iv).



Connecting job seekers and businesses to no-cost services.

All methods adhere to Uniform Guidance, ensuring contributions are necessary, reasonable, and directly allocable.

F. Alternative Allocation Methods: To account for variations in partner usage, alternative allocation methods, such as customer-specific counts, staffing levels, or service usage rates, may be used, ensuring compliance with WIOA and Uniform Guidance.

VII. Methods for Referring Customers

The OCWDB and AJCC partner agencies are committed to a customer-centered referral system that promotes co-enrollment, efficient resource sharing, and seamless service integration. This system leverages CalJOBS as the primary tool for referrals, enabling smooth transitions and continuous follow-up.

A. General Referral Process

1. Needs Assessment: Each individual will complete a self-assessment to identify their needs. This process will vary depending on the individual's familiarity with available resources.
2. Service Option Guidance: Based on identified needs, individuals will be informed of service options with detailed information on "who, what, where, and when."
3. Direct Referrals: Partner staff will promptly connect customers to appropriate services, facilitating immediate communication with service providers where possible.
4. Feedback Mechanism: A feedback loop will connect referring staff, receiving staff, and the customer to ensure effective follow-up and service coordination.

B. Commitment to High-Quality, Customer-Centered Service

1. Customer-Centered Referrals: Referrals will be tailored to the customer's specific needs and preferences, with regard to commitment to priority of service populations.
2. Staff Training: Partner staff will be trained on other partner services, program requirements, and customer profiles likely to benefit from each service.
3. Effective Communication: Staff will use the best communication method for each situation, including email, text, social media, and phone, to ensure efficient and effective customer connections.

C. Provision of Direct Access to Partners via Real-Time Technology

1. Digital Connectivity: Partner agency websites will be linked to the AJCC website, creating an interconnected, accessible online network.
2. Use of Real-Time Technology: Partners will use real-time technology, such as electronic systems and mobile technology, to facilitate two-way communication and immediate access to services.
3. Designated Points of Contact: Each partner will maintain trained points of contact to ensure knowledgeable assistance for customers seeking services.



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D. Co-Enrollment and Resource Leveraging

1. **Strategic Co-Enrollment:** Partners will adopt co-enrollment practices to optimize resource utilization, enhance service outcomes, and support efficient service pathways.
2. **Resource Coordination:** Partners will collaborate across programs to provide comprehensive support and maximize resources for participants.
3. **Continuous Improvement:** Partners will regularly assess the referral process, using customer feedback to refine and enhance the system.

VIII. Access for Individuals with Barriers to Employment

The AJCC system is committed to providing accessible services to all job seekers and businesses, ensuring equitable access across physical, virtual, and communication platforms, regardless of gender, age, race, religion, national origin, disability, veteran status, or any other legally protected classification. The AJCC network prioritizes service for individuals with barriers to employment, including those receiving public assistance, low-income individuals, and individuals with basic skills deficiencies, in alignment with WIOA guidelines.

A. WIOA Definitions of "individuals with barriers to employment" is provided in Section 3(24) of the law (29 U.S.C. § 3102). This section defines individuals with barriers as those who face challenges to employment due to one or more factors.

- | | | |
|---------------------------------|--|---|
| • Displaced homemakers | • Individuals with limited English proficiency | • Migrant farmworkers |
| • Low-income individuals | • Justice-Involved | • TANF lifetime eligibility limit |
| • Individuals with disabilities | • Unhoused individuals | • Single parents (including pregnant women) |
| • Older individuals | • Youth in or out of foster care | • Long-term unemployed |

B. Americans with Disabilities Act (ADA) Each AJCC partner commits to compliance with the ADA of 1990 and its amendments, ensuring that all policies, procedures, programs, and services provide equal access for customers with disabilities. This commitment includes maintaining accessible facilities, virtual services that meet Section 508 standards, and accommodations for individuals with sensory disabilities to promote effective communication.

IX. 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 AJCC Partner agrees to the following:

A. Legal Compliance: Adhering to relevant laws, including WIOA, Welfare and Institutions Code, California Education Code, and the Rehabilitation Act, to ensure compliance in shared technology practices.



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- B. Data Sharing and Confidentiality:** Sharing information within legal and confidentiality limits, maintaining AJCC records (e.g., applications, eligibility, referrals) in strict confidence, and using them solely for service purposes.
- C. Common Reporting and Technology Use:** Following principles of common reporting and utilizing shared electronic systems for consistent data exchange across the AJCC network.
- D. Technological Enhancements:** Collaborating on technological solutions that facilitate shared information needs and improve access across AJCC partners.
- E. System Security:** Establishing and following mutually agreed-upon security protocols to safeguard data integrity and protect sensitive information across shared systems.

X. Confidentiality

AJCC partners agree to uphold client confidentiality as mandated by WIOA, the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, the Federal Privacy Act of 1974, and other applicable laws. The following provisions ensure compliance:

- A. Confidential Records:** All applications, eligibility records, enrollment details, and individual records related to AJCC services are confidential and will not be examined or disclosed for purposes unrelated to service delivery.
- B. Restriction on Disclosure:** Includes all confidential information regarding AJCC applicants, participants, or customers will not be published, disclosed, or used without the client's voluntary, signed consent.
- C. Information Sharing for Service Purposes:** AJCC partners agree to share essential client information as permitted by law for assessments, referrals, program placement, and related employment or support services, ensuring all shared information strictly serves the purpose of service provision.
- D. Adherence to Partner Policies:** In fulfilling these responsibilities, each partner will respect the confidentiality policies of others, sharing client information only as necessary for enrollment, referral, or service provision while adhering to the highest standards of confidentiality.

XI. Non-Discrimination and Equal Opportunity

The AJCC partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC 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 AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations. The AJCC 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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XII. Grievances and Complaints Procedure

The AJCC partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

XIII. Americans with Disabilities Act and Amendments Compliance

The AJCC partner agrees to ensure that AJCC policies, procedures, programs, and services comply with the Americans with Disabilities Act and its amendments, as well as WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37, and all related regulations.

XIV. Effective Dates and Term of MOU

This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be three years, commencing on the date of execution by all parties. The MOU will be reviewed at least once every three years to identify any substantial changes that have occurred. In addition, the MOU will undergo a full update every three years, as mandated by WSD18-12, to incorporate any changes in funding, services, or partner participation.

XV. Modifications and Revisions

This MOU constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties. Infrastructure costs will not require an amendment unless there is a significant change to shared customers, services, or costs. Revised copies of any updated attachments will be provided to affected signatories within 30 days of the change.

XVI. Termination

The parties acknowledge that the success of the AJCC system depends on each partner's commitment to good faith collaboration and service improvement. This MOU will remain effective until the specified end date unless terminated under any of the following conditions:

- A. Mutual Agreement:** All parties mutually agree in writing to terminate the MOU.
- B. Funding Limitations:** If federal, state, or local funding limitations become unavailable for any party's performance, the affected party will notify others as soon as they become aware.
- C. Legislative Changes:** If WIOA is repealed, superseded, or modified by subsequent legislation, or if local area designation changes under WIOA and affect the terms of the MOU.

OCWDB/AJCC MOU

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Connecting job seekers and businesses to no-cost services.

D. Breach of Agreement: Breach of this MOU by any party, the non-breaching parties may issue a written notice specifying the breach. The breaching party will have thirty (30) days to resolve the issue. If the breach remains unresolved after this period, the non-breaching parties may terminate the MOU immediately by written notification to the breaching party.

E. Advance Notice: Should any party intend to withdraw from this MOU, they will provide the other parties with at least 30 days' written notice of their intent to withdraw and the effective date of such withdrawal to allow for any necessary adjustments and to ensure minimal disruption to AJCC operations. Following the 30 day's written notice described in the preceding sentence, the party may withdraw from this MOU as of the identified effective date.

F. Severability: If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

XVII. Administrative and Operations Management Sections

A. Supervision/Day to Day Operations: The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the partner site supervisor(s). The original employer of the partner's staff assigned to the AJCCs will continue to set the priorities of its 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.

1. Office Hours: The office hours for partner staff at the AJCCs will be set by the site supervisor(s) in collaboration with the primary employer. All staff will follow their primary employer's holiday schedule, aligning with County holidays for center closures, and will provide their holiday schedule to the operator and host agency at the start of each fiscal year.
2. Disciplinary Actions: Disciplinary actions may lead to the removal of co-located staff from the AJCCs, with each party taking appropriate measures as necessary.
3. Employee Benefits and Liability: Each party is solely responsible for providing all legally-required benefits to its employees and for all matters related to employee compensation, including compliance with Social Security withholding, workers' compensation, and other relevant regulations. Each party shall indemnify and hold all other parties harmless regarding these obligations.

XVIII. Press Releases and Communications

A. Media and Press Involvement: All parties will be included in any press, television, radio, or other media communications related to duties or performance under this MOU. Participation by each party in press or media presentations will follow the public relations policies of each organization. Unless otherwise directed by the involved parties, all communications shall make specific reference to each party included in the MOU.

B. AJCC Branding and Logo Usage: The parties agree to utilize the official AJCC logo, as



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developed by the State of California and the Local Board, on all AJCC outreach material. This includes letterhead, envelopes, business cards, written correspondence, and fax transmittals, ensuring consistent and recognizable AJCC branding across all relevant materials.

C. Use of Partner Names, Logos, and Symbols: Each party retains exclusive rights to its own organization's name, logo, and symbols. The use or reproduction of any party's name, logo, or symbols for purposes such as advertisements, promotional materials, displays, or press releases without prior written consent is strictly prohibited. This includes all forms of publicity, literature, advertisements, and social media.

XIX. Dispute Resolution and Hold Harmless/Indemnification/Liability

A. Dispute Resolution Process: The parties agree to resolve policy or practice disputes at the lowest level possible. Disputes should first be addressed between the site supervisor(s) and relevant staff. If issues remain unresolved, they will be referred to management of the respective staff employer and the AJCC operator for resolution. If still unresolved, disputes may escalate to senior management of the affected partners and, if necessary, to mediation, following the structured process outlined in WSD18-12.

B. General Indemnification and Liability for Negligence: In accordance with Section 895.4 of the California Government Code, each party agrees to indemnify, defend, and hold harmless all other parties in this MOU from claims, demands, damages, or costs arising from the acts or omissions of the indemnifying party in fulfilling MOU obligations. Each party is responsible for injury or damage caused by its own negligence, including that of its employees, agents, or officers. The OCWDB, County of Orange, CEO, and the One-Stop operator bear no responsibility for actions of One-Stop center employees, agents, or assignees, nor do other parties hold responsibility for the actions of OCWDB or the One-Stop operator.

C. Exemptions and Survival of Indemnification: Except for California State Departments, which are exempt from covering court costs and attorney fees, all parties agree to bear such costs when defending against claims resulting from their actions under this MOU. The indemnification obligations outlined here will remain in effect even after termination of this MOU.

XX. Non-Assignment and Governing Law

A. Non-Assignment: Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

B. Governing Law: This MOU will be construed, interpreted, and enforced according to the laws of the State of California. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.



Memorandum of Understanding

County of Orange – Orange County Workforce Development Board
OC Workforce Solutions an American Job Center of California One-Stop System
Effective July 1, 2025 – June 30, 2028

SIGNATURES

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

Multiple Originals; Counterparts

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Signature Page i: Co-located Partners Sharing AJCC Infrastructure Costs

All partners, regardless of co-location status, must sign the MOU.

By signing below, all parties agree to the terms prescribed in this MOU, including the attached IFA and other system costs budget.

By signing below, all parties agree to the terms prescribed in the sharing of infrastructure costs.

(Co-located AJCC Partner Entity)

Print Signer's Name and Title

Partner Agency Name

Signature and Date



Memorandum of Understanding

County of Orange – Orange County Workforce Development Board
 OC Workforce Solutions an American Job Center of California One-Stop System
 Effective July 1, 2025 – June 30, 2028

SIGNATURES

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

Multiple Originals; Counterparts

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Signature Page ii: Non-Co-located Partners Sharing AJCC Infrastructure Costs

All partners, regardless of co-location status, must sign the MOU.

By signing below, all parties agree to the terms prescribed in this MOU, including the attached IFA and other system costs budget.

By signing below, all parties agree to the terms prescribed in the sharing of infrastructure costs.

(Non-Co-located AJCC Partner Entity)

Print Signer's Name and Title

Partner Agency Name

Signature and Date



Connecting job seekers and businesses to no-cost services.

Memorandum of Understanding
County of Orange – Orange County Workforce Development Board
OC Workforce Solutions an American Job Center of California One-Stop System
Effective July 1, 2025 – June 30, 2028

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Multiple Originals; Counterparts

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Dated _____, 2025

By: _____
 Anna Lisa Lukes
 Chair, Orange County Workforce
 Development Board

Dated _____, 2025

By: _____
 Doug Chafee
 Chairman, County of Orange Board of
 Supervisors

Dated: _____, 2025

By: _____
 Robin Stieler
 Clerk of the Board of Supervisors
 Orange County, California

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

BY _____
 DEPUTY

DATE: _____



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Attachment A: Co-Located Partners

Partner Organization	Partner Program	Partner Program Category	Contact Information	Clients Served	Center Location	Services Offered
California Department of Rehabilitation	California Department of Rehabilitation	WIOA Title IV-Vocational Rehabilitation	Tiffany Huynh Address: 222 S. Harbor Blvd., Ste. 300 Anaheim, CA 92805 Phone: (951) 824-6265 Email: Tiffany.Huynh@dor.ca.gov	Individuals with disabilities	OC Workforce Solutions Center - North	<ul style="list-style-type: none"> • Employment, Training, and Education Services: A state agency providing comprehensive support for individuals with disabilities, focusing on skill enhancement, career development, and helping job seekers achieve meaningful employment. • Vocational Rehabilitation Services: Offers a variety of services tailored to individual needs, including medical exams, training, job placement, and access to assistive technology, all aimed at supporting individuals with disabilities in their career goals. • Technical Assistance and Support: Provides technical assistance to partners on disability services and rehabilitation technology, enhancing service delivery for improved support of individuals with disabilities.
California Employment Development Department	California Employment Development Department	WIOA Title III - Wagner Peyser and WIOA Title XI-Unemployment Compensation	Anaheim Workforce Connection 201 South Anaheim Blvd., Suite 203 Anaheim, CA 92805 Phone: (714) 765-4350 Email: WSBARU042Anaheim@edd.ca.gov POC: Kendall Tidwell Orange County Workforce Solutions 675 Placentia Ave., Suite 330, Brea, CA 92821 Phone: (657) 400- 1389 Email: WSBARU042Brea@edd.ca.gov POC: Jeremy Tom Santa Ana WORK Center 801 W. Civic Center Drive #200, Santa Ana, CA 92701 Phone: (714) 565-2686 Email: WSBARU042SantaAna@edd.ca.gov POC: Julio Martin	Adults, Youth, Veterans, Employers and Displaced Workers	OC Workforce Solutions Center - North	<ul style="list-style-type: none"> • Employment Services: Offers job search, resume, and interview preparation assistance. Facilitates employment and labor market information workshops. Conducts employer outreach to assist adults and at risk youth secure meaningful employment. • Veterans Services: Provides priority service, employment assessment, job referrals, and case management tailored for veterans to support their career goals. • Employer Information Services: Assists employers with job postings, hiring incentives, recruitment events, and marketing of AJCC services. For additional information about EDD programs and services, please visit www.edd.ca.gov.
Career Team, LLC	Career Services	WIOA Title I - Adult/Dislocated Worker	Christopher Caillouette Phone: (323) 430-9873 Email: christopher.caillouette@ocworkforcesolutions.com	Adults and Dislocated Workers	OC Workforce Solutions Center - North and South	<ul style="list-style-type: none"> • Individualized Career Services: Intake, eligibility determination, career assessments, job search support, and access to CalJOBS. • Training Services: Funding for training, individual training accounts, computer classes, and internships. • Follow-up Services: Ongoing career and retention advising for up to 12 months.
Chrysalis	Chrysalis	Community Based Partner	Name: Sandra Ramirez Email: sandra.ramirez@changelives.org Phone: 714-204-3001	Adults	OC Workforce Solutions Center - North	<ul style="list-style-type: none"> • Job-Readiness and Support: Offers personalized job-readiness training, case management, and additional supports like interview attire and transportation aid. • Transitional Employment: Provides transitional jobs through Chrysalis Enterprises • Customized Service Plans: Develops tailored plans to improve job readiness with training on job searching, resumes, and interview skills. • Career Development: Partners with OC United Way for UpSkill OC, placing participants in middle-skill jobs with living wages and career growth opportunities.

New Opportunities Organization	New Opportunities Organization	WIOA Title II: Adult Education and Family Literacy Act (AEFLA)	Paul Guzman Address: 7077 Orangewood Ave., Ste 126 Garden Grove, CA 92831 Phone: (657) 206-1055 Email: pguzman@newopps.org https://www.newopps.org/	Adults Reentry	OC Workforce Solutions Center - North	<ul style="list-style-type: none"> • Education and Vocational Training: A fully accredited program providing high school diploma and HiSET/GED preparation, ESL courses, certified medical assistant training, and career readiness skills for disenfranchised and at-risk populations. • Reentry and Social Services: Delivers individualized case management, professional counseling, and referrals to community services to support participants' reintegration and personal growth. • Additional Training: Offers in-house classes and training in parenting skills, mental health first aid, restorative justice, and cognitive behavioral interventions, equipping participants with comprehensive life and workplace skills.
America Works of California Inc.	One Stop Operator	WIOA Title I - Adult/Dislocated Worker	Vanessa Guzman Phone: (323) 795-2068 Email: vanessa.guzman@ocworkforcesolutions.com	Adults Youth Veterans	OC Workforce Solutions Center - North and South	<ul style="list-style-type: none"> • Deliver Customer Service and Basic Career Services: Provide essential career services, including workshops, resume support, job search resources, and referrals to additional services for all community members. • Coordinate with Workforce Partners: Facilitate collaboration among service providers, employers, and training providers to ensure seamless service delivery at One-Stop Centers, and inform partners about all available services within the Center. • Manage One-Stop Center Facilities: Oversee daily operations of the Centers, ensuring facilities meet WIOA requirements, maintain accessibility standards, and create a welcoming environment for customers.
City of La Habra	Ready Set OC	WIOA Title I - Youth	Diane Gomez Phone: (562) 383-8860/Email: Diane.Nuno-Gomez@readysetoc.com Angelique Jimenez Email: angelique.jimenez@readysetoc.com Hugh Kaneshiro Email: hugh.kaneshiro@readysetoc.com	Youth Ages 14-24	OC Workforce Solutions Center - North and South	<ul style="list-style-type: none"> • Career Services: Assists youth with intake, eligibility assessments, career assessments, job search workshops, access to CalJOBS, and referrals to AJCC partners for comprehensive employment support. • Training Services: Provides training funds, individual training accounts, computer classes, internships, and on-the-job training to build skills for long term success. • Follow-up Services: Offers continued career guidance and retention advising for up to 12 months post-employment, ensuring sustained support. • Additional Support: Includes personalized career counseling, high school diploma assistance, FAFSA application help, and resources like transportation, shelter, and basic needs assistance, enabling a smooth transition to employment, education, or trade placements.
County of Orange, Office of Aging/MCS	Senior Community Service Employment Program	Section V of the Older Americans Act	Alfonso Ortiz Phone: (424) 320-9883 ext. 1010 Email: Aortiz@mcscaerergroup.com	Older Adults Ages 55 and older	OC Workforce Solutions Center - North	<ul style="list-style-type: none"> • Training and Work Experience: Provides classroom and on-the-job training through paid community service assignments, allowing low-income, unemployed seniors to gain experience up to 20 hours per week. • Financial and Eligibility Support: Offers wages exempt from income calculations for subsidized housing and SNAP, free physical exams, and assistance with eligibility determination. • Employment Assistance: Includes employability skills training, job placement support, and the development of Individual Employment Plans (IEPs) to enhance career readiness. • Follow-up and Community Integration: Delivers follow-up services at 6 and 12 months post-exit and connects participants with opportunities in public, nonprofit, and community-based organizations.

America Works of California Inc.	Ticket to Work	Community Based Partner	Ticket to Work Phone: (657) 341-5276 Email: ttwconnect@americaworks.com	Adults receiving SSI or SSDI	OC Workforce Solutions Center - North	<ul style="list-style-type: none">• Career Counseling and Job Placement Assistance: Offers personalized career counseling and job placement support to guide clients through their employment journey, enhancing their career prospects.• Resume and Cover Letter Assistance: Provides expert advice on creating effective resumes and cover letters, improving clients' chances in job applications.• Retention Services and Resource Referrals: Supplies ongoing retention support and connects clients to vital resources like clothing, transportation, and other services. This program is designed to help individuals receiving SSI or SSDI increase their earnings and work toward self-sufficiency.
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Attachment B: Non-Co-Located Partners

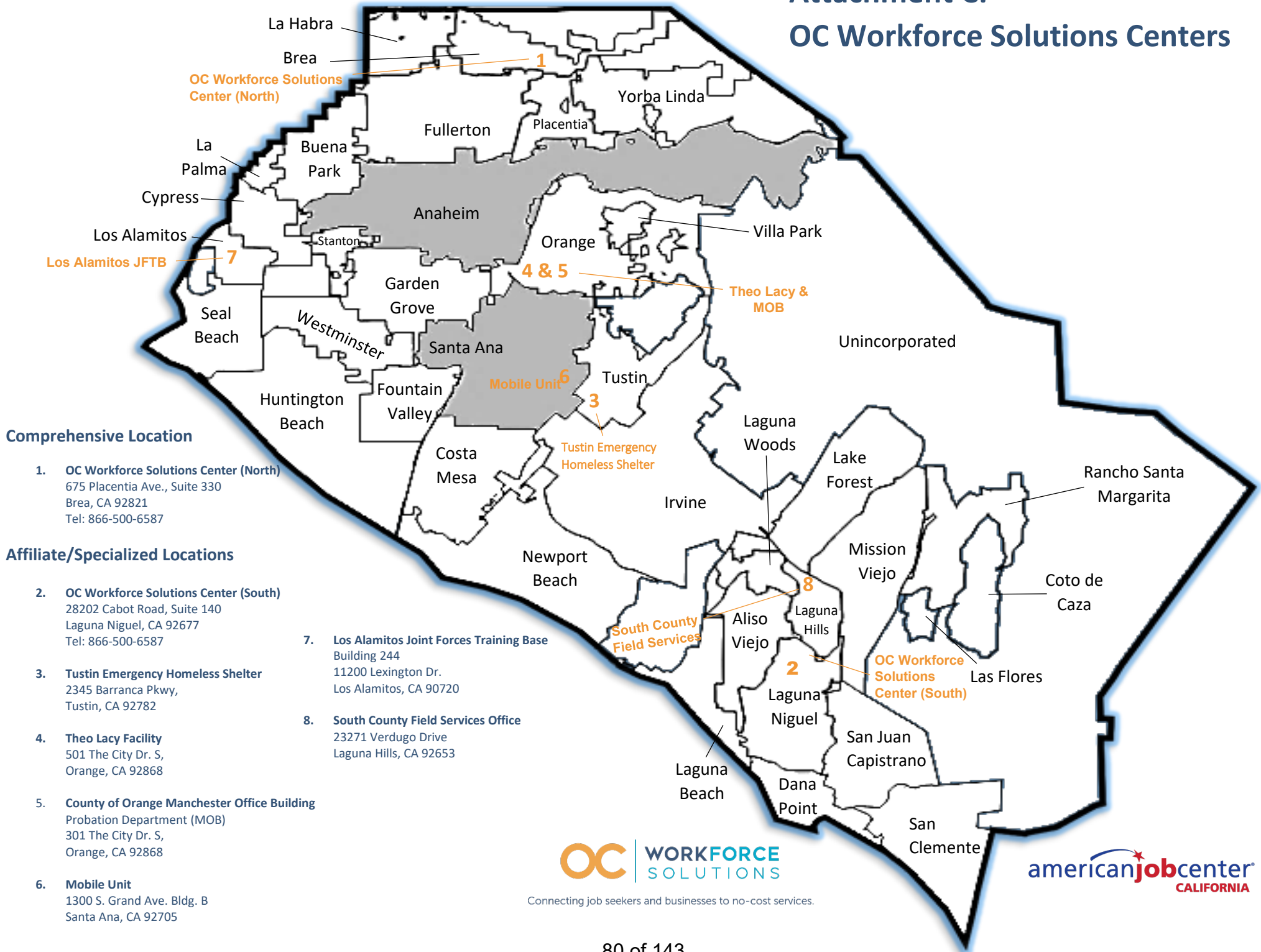
Partner Program	Partner Organization	Partner Program Category	Referral Contact Information	Clients Served	Services Offered
Anaheim Chamber of Commerce	Anaheim Chamber of Commerce	Community Based Partner - Chambers	Name: Jerry Jordan Email: info@anaheimchamber.org	Adults	
America Works of California Inc.,	Homeless Veteran's Reintegration Program (HVRP)	Community Based Partner	Johara Garcia Phone: (949)287-5911 Email: jgarcia@americaworks.com	Veterans experiencing or at risk of homelessness Justice-Involved veterans	<ul style="list-style-type: none"> • Career Services: Provides career exploration and training specifically designed for veterans who are homeless or at risk of homelessness. • Job Placement and Supportive Services: Offers job placement assistance and additional supportive services to help veterans secure stable, high-demand jobs that provide livable wages.
Boat People SOS Center for Community Advancement	Boat People SOS Center for Community Advancement	Community Based Partner	Name: Michael D Jensen Email: michael.jensen@bpsos.org Phone: 714-933-9249	Individuals Seeking Educational Advancement:	<ul style="list-style-type: none"> • Educational Support: Lifelong learning opportunities, including adult basic skills, ESL, and career technical education.
Coast Community College District	Coast Community College District	WIOA Title II - Adult Education and Family Literacy / Community College	Name: Dr. Andreea Serban Email: aserban@cccd.edu Phone: 714-438-4698	Individuals Seeking Educational Advancement:	<ul style="list-style-type: none"> • Educational Support: Lifelong learning opportunities, including adult basic skills, ESL, citizenship preparation, HSE preparation, and career technical education. • Career Services: Comprehensive assessments, career counseling, job search assistance, resume writing, and interview coaching. • Training and Development: Certificate programs in demand occupations and classes for personal and professional growth. • Sector Partnerships: Collaboration with employer partnerships to align workforce preparation with job market needs.
College and Career Preparatory Academy	Orange County Department of Education	Community Based Partner	Name: Pat McCaughey Email: pmccaughey@ocde.us Phone: 714-966-4085	Adults Youth	<ul style="list-style-type: none"> • Individualized Education: Offers free, one-on-one instruction and customized curriculum for students aged 18-25 to complete high school requirements and prepare for further education or vocational training. • Career and Academic Planning: Develops Individualized Education Career Service Plans (IESCP), provides career planning, and offers flexible scheduling and workshops. • Remote and Accredited Learning: Provides remote learning and tutoring with a WASC accredited program, maintaining highly qualified teachers and flexible scheduling.
Community Action Partnership of Orange County	Community Action Partnership of Orange County	WIOA Title VI	Name: Daniel Ramos Email: dramos@capoc.org Phone: 714-897-6670	Low income Individuals Youth Families	<ul style="list-style-type: none"> • Family Resource Centers: Operates three centers providing various support services, including youth empowerment, financial workshops, case management, family stabilization, on-site counseling, housing navigation, MediCal enrollment, and enhanced care management through CalOptima Insurance. • Food Assistance: Offers food distribution through pantries, mobile services, and the USDA Senior Food Box program. • Volunteer and Referral Services: Includes a volunteer program for developmentally disabled adults and refers low-income individuals to CAP OC for additional needs. • Energy & Environmental Services: utilities assistance, weatherization of homes and asthma prevention services. • Youth Services: Provide Empowerment Workshops focusing on Hard Skills, Interpersonal Skills, Identity Building and Vocational Pathways.

Community Health Initiative of Orange County	Community Health Initiative of Orange County	Community Based Partner	Name: Debra Wood Email: dwood@chioc.org Phone: 714-619-4046/714-213-1681	Individuals Families	<ul style="list-style-type: none"> • Health Insurance Enrollment: Provides free assistance with Medi-Cal and Covered California enrollment. • Social Service Assistance: Helps with CalFresh (Food Stamps) and CalWORKs (Temporary Assistance for Needy Families). • Case Management: Offers case management to ensure proper use and maintenance of services, including assistance with service renewals.
Division of Adult Parole Operations	California Department of Corrections and Rehabilitation, Division of Adult Parole Operations	Community Based Partner	Contact Agent of Record Anaheim: 714-688-4855 Irvine: 949-863-1478	Reentry	<ul style="list-style-type: none"> • Rehabilitative Programs: Comprehensive support through residential, outpatient, and drop-in centers. • Housing and Family Support: Assistance with housing, life skills, family unification, and parenting/family reintegration. • Education and Employment: GED preparation, academic and vocational training, and job placement assistance. • Counseling and Support: Individual and group counseling, anger management, batterer's violence program, and cognitive/life skills training.
Empowered2Work	Community Action Partnership of Orange County	Community Based Partner	Name: Daniel Ramos Email: dramos@capoc.org Phone: 714-897-6670	Low income Individuals Youth Families	<ul style="list-style-type: none"> • Family Resource Centers: Operates three centers providing various support services, including youth empowerment, financial workshops, case management, family stabilization, on-site counseling, housing navigation, MediCal enrollment, and enhanced care management through CalOptima Insurance. • Food Assistance: Offers food distribution through pantries, mobile services, and the USDA Senior Food Box program. • Volunteer and Referral Services: Includes a volunteer program for developmentally disabled adults and refers low-income individuals to CAP OC for additional needs. • Energy & Environmental Services: utilities assistance, weatherization of homes and asthma prevention services. • Youth Services: Provide Empowerment Workshops focusing on Hard Skills, Interpersonal Skills, Identity Building and Vocational Pathways.
Friendly Center	Friendly Center	Community Based Partner	Name: Jennifer Acuña Email: jennifera@friendlycenter.org Phone: 562-822-6461 Name: Jessica Ruelas Email: jessica@friendlycenter.org Phone: 714-771-5300 x 136	Individuals Families Youth Children Elders	<ul style="list-style-type: none"> • Counseling and Case Management: Provides individual counseling, case management, and support for personal empowerment. • Family and Community Support: Offers parenting workshops, emergency assistance, utility and emergency rental assistance, diaper programs, food distributions, and nutrition workshops. • Educational and Outreach Programs: Includes High School Equivalency Program (English & Spanish), ESL classes, tutoring for K-8th grade, Workforce Development, Career Technical Education & financial literacy workshops and boot camps, and various community events.
Garden Grove Unified School District	Garden Grove Unified School District/Garden Grove Adult Education	WIOA Title II - Adult Education and Family Literacy	Name: M'Liss Patterson Email: mpatterson@ggusd.us Phone: 714-663-6291 / 714-663-6305	Adult, 18+ Years Seeking Education and Career Advancement	<ul style="list-style-type: none"> • Educational Support: Lifelong learning opportunities, including adult basic skills, ESL, high school diploma and HSE preparation, and career technical education. • Career Services: Comprehensive assessments, career counseling, job search assistance, resume writing, and interview coaching. • Training and Development: Certificate programs in demand occupations and classes for personal and professional growth. • Sector Partnerships: Collaboration with employer partnerships to align workforce preparation with job market needs.
Goodwill of Orange County	Goodwill of Orange County	Community Based Partner	Community Based Services Name: Luis Ramos Email: luisr@ocgoodwill.org Phone: 714-678-1460 ext. 4054 Veterans Name: Michael Carter Email: mcarter@ocgoodwill.org Phone: 714-881-3998 ext 2002	Adults with disabilities Youth with disabilities Veterans Reentry Youth Deaf and Hard of Hearing	<ul style="list-style-type: none"> • Career Services: Provides job coaching, paid internships, job placement, and employment preparation for individuals with intellectual, developmental, and mental health disabilities. Includes specialized support for Deaf and Hard of Hearing individuals. • Assistive Technology and Accessibility: Offers ASL interpreting, assistive technology support, and accessibility education for individuals and organizations. • Veteran Support: Comprehensive resources including basic needs, employment assistance, housing, VA benefits, education, behavioral health services, and financial counseling for veterans and their families. • Justice Impacted and at-risk youth: Provides assessment and career counseling, job readiness training programs and vocational programs to youths (18 to 25) that are impacted with the justice system or at risk. • Deaf Interpreting Services: Specialized interpreting services to deaf and hard of hearing.
Hub for Integration, Reentry & Employment (H.I.R.E)	Hub for Integration, Reentry & Employment (H.I.R.E)	Community Based Partner	Name: Lynh Tran Email: ltran@hireoc.org Phone: 714-784-7920 x103 / 714-276-0053	Reentry Youth	<ul style="list-style-type: none"> • Reentry Services: Comprehensive support for formerly incarcerated individuals, including resource referrals, employment placement, and youth mentorship. • Community Engagement: Hosting events and providing networking opportunities for reentry service providers in Orange County. • Youth and Adult Programs: Counseling/therapy and peer support groups, mentorship and job experience opportunities, alongside wraparound services such as case management, financial empowerment, and life skills.

Human Works Foundation, Orange County Community Action Partnership Alliance	Human Works Foundation, Orange County Community Action Partnership Alliance	Community Based Partner	Name: Caryl Fritze Email: admin@human-works.org Phone: 714-867-1947	Justice-Involved Individuals Veterans Adults Business	<ul style="list-style-type: none"> • Career Services: Outreach, engagement, orientations, assessments, and personalized employment plans, with referrals and co-enrollments through extensive community partnerships. • Training Programs: Offerings in customer service, sales, computer skills, financial literacy, job readiness, mental health, and wellness. • Business Support: Partner with employers to build talent pipelines through on-the-job training, work experience, job fairs, and recruitment services.
Job Corps	Long Beach Job Corps Center	WIOA Title II- Career and Technical Education / Job Corps / Youth Build	Name: Richard Acosta Email: Acosta.Richard@jobcorps.org Phone: 562-590-3346	Youth Ages 16-24	<ul style="list-style-type: none"> • Career and Education Training: Support for low-income youths aged 16-24, including career technical training, alternative secondary school services, and high school diploma equivalency assistance. • Skills and Development: Guidance, counseling, tutoring, occupational skills training, mentoring, leadership development, and job placement assistance. • Work Experience: Development of school-to-work internships/work experience (paid and unpaid) and facilitation of job search workshops with other partner agencies.
Latino Coalition for Community Leadership	Latino Coalition for Community Leadership	Community Based Partner	Name: Mindy Velasco Email: mindy@latinocoalition.org Phone: None	Individuals Youth Justice-involved Individuals	<ul style="list-style-type: none"> • Supports marginalized communities with sub-grants and capacity building. • Provides job preparation, work-based learning, and occupational skills training for justice-involved individuals, including evidence-based interventions and employment preparation strategies. • Provides technical assistance and infrastructure to smaller CFBOs, focusing on people of color and rural areas.
Laura's House	Laura's House	Community Based Partner	Name: Karen Stine Email: kstine@laurashouse.org Phone: 949-361-3775 ext. 212 Direct: 949-542-3712	Victims of Domestic Violence	<ul style="list-style-type: none"> • 24-Hour Crisis Hotline Support: Offers 24-hour crisis intervention and safety planning. • Shelter Support: Offers emergency shelter and transitional housing with comprehensive support services. • Support Services: Provides therapeutic counseling, legal advocacy, life-skills, parenting education, case management and on-site childcare to support independence and healthy family development. These support services are included in our housing based programs and available through both non-residential locations, our Domestic Violence Resource Center in Aliso Viejo and our Domestic Violence Advocacy Center in Garden Grove. • Outreach/Education: Conducts domestic violence prevention education programs and community outreach, including youth dating violence prevention workshops, Healthy Families Workshops, 40-Hour Domestic Violence Advocacy Training, DV101 Education, How to Help and Awareness Presentations.
Long Beach Job Corps Center Operator	Bizzell US	WIOA Title II- Career and Technical Education / Job Corps / Youth Build	Name: Luis Ramirez Email: l.ramirez@bizzellus.com Phone: 301-241-8289	Youth Ages 16-24	<ul style="list-style-type: none"> • Career and Education Training: Support for low-income youths aged 16-24, including career technical training, alternative secondary school services, and high school diploma equivalency assistance. • Skills and Development: Guidance, counseling, tutoring, occupational skills training, mentoring, leadership development, and job placement assistance. • Work Experience: Development of school-to-work internships/work experience (paid and unpaid) and facilitation of job search workshops with other partner agencies.
Medlin Workforce & Reentry Solutions	Medlin Workforce & Reentry Solutions	Community Based Partner	Name: Meghan Medlin Email: meghan@medlinsolutions.com Phone: 949-880-1235	Adults Reentry Businesses	<ul style="list-style-type: none"> • Consulting Services: Offers expertise in workforce development and reentry, including program development, grant management, and staff training. • Tailored Solutions: Provides tailored services such as outreach, fair chance hiring policies, data analysis, and capacity building. • Outreach Services: Focuses on community and employer outreach, job placement, and organizational management.
NeuroTalent Works	NeuroTalent Works	Community Based Partner	Name: NeuroTalent Works Talent Team Email: talent@neurotalentworks.org Phone: 626-470-7873	Individuals with cognitive differences/disabilities	<ul style="list-style-type: none"> • Employment Readiness & Job Opportunities: Resume intake to connect with potential employers/notification of job opportunities, workplace readiness training, peer networking opportunities, mock interviews • Professionals Coaching Support: Fee-based service to support neurodivergent new hires and professionals in employment sustainment, workplace accommodations, and career development. • Business Readiness: For businesses/employers - We provide training (fee-based) on neurodiversity inclusion, as well as consulting, manager coaching and staffing services to business leaders building inclusive workplaces for individuals with disabilities

North Orange Continuing Education (NOCE)	North Orange Continuing Education	WIOA Title II- Career and Technical Education / Community College	Name: Jennifer Perez Email: jperez@noce.edu Phone: 714-808-4671	Individuals Seeking Educational Advancement:	<ul style="list-style-type: none"> • Educational Support: Lifelong learning opportunities, including adult basic skills, adults with disabilities, ESL, high school diploma and HSE preparation, and career technical education. • Career Services: Comprehensive assessments, career counseling, job search assistance, resume writing, and interview coaching. • Training and Development: Certificate programs in demand occupations and classes for personal and professional growth. • Sector Partnerships: Collaboration with employer partnerships to align workforce preparation with job market needs.
Orange County United Way	Upskill OC	Community Based Partner	Michelle Hendler 18012 Mitchell South, Irvine, CA 92614 Phone: (949)263-6114 Email: MichelleH@UnitedWayOC.org	Adults Youth	<ul style="list-style-type: none"> • Career Development: Helps unemployed and underemployed adults transition into livable wage middle-skill employment. These jobs require more than a high school diploma, but less than a four-year degree. • Partnerships for Training and Placement: Connects candidates to training and jobs by collaborating with nonprofits, educational programs, and businesses. • Focus on Financial Stability: Supports financial security by targeting high-demand sectors like healthcare, trades, and IT.
Rancho Santiago Community College District	Rancho Santiago Community College District	Carl Perkins Career Technical Education / Community College	Name: Sarah Santoyo Email: santoyo_sarah@rscdd.edu Phone: 714-480-7466	Individuals Seeking Educational Advancement:	<ul style="list-style-type: none"> • Educational Support: Lifelong learning opportunities, including adult basic skills, ESL, high school diploma and HSE preparation, and career technical education. • Career Services: Comprehensive assessments, career counseling, job search assistance, resume writing, and interview coaching. • Training and Development: Certificate programs in demand occupations and classes for personal and professional growth. • Sector Partnerships: Collaboration with employer partnerships to align workforce preparation with job market needs.
Social Services Agency	County of Orange, Social Services Agency	WIOA Title XIII- TANF (Welfare)	Name: Thomas Harris Email: Thomas.Harris@ssa.ocgov.com Phone: 714-541-7420 / 714-227-4534	Adults	<ul style="list-style-type: none"> • CalWORKs Welfare-To-Work Career and Individualized Career Services: Offers outreach, assessments, job search assistance, career counseling, placement services, and individualized employment plans through comprehensive evaluations and diagnostic testing to eligible individuals. • CalFresh & General Relief Services: Provides employment and training services to eligible individuals based on income limits set by the County of Orange.
South Orange County Community College District	South Orange County Community College District	WIOA Title II - Adult Education and Family Literacy / Community College	Name: Israel Dominguez Email: idominguez@saddleback.edu Phone: 949-582-4777	Individuals Seeking Educational Advancement:	<ul style="list-style-type: none"> • Educational Support: Lifelong learning opportunities, including adult basic skills, ESL, high school diploma and HSE preparation, and career technical education. • Career Services: Comprehensive assessments, career counseling, job search assistance, resume writing, and interview coaching. • Training and Development: Certificate programs in demand occupations and classes for personal and professional growth. • Sector Partnerships: Collaboration with employer partnerships to align workforce preparation with job market needs.
Tiyya Foundation	Tiyya Foundation	Community Based Partner	Name: Shukry Cattan Email: shukry@tiyya.org Phone: 818-220-6950	Adults, Youth, and Families in need of immigration and asylum assistance	<ul style="list-style-type: none"> • Economic and Educational Opportunities: Provides support to families of refugees, immigrants, and indigenous communities to foster self-sufficiency and community participation. • Career and Culinary Training: Offers career placement services and culinary training. • Youth Programming: Provides programs for children from refugee, immigrant, asylum-seeking, and indigenous backgrounds.
Tustin Adult School	Tustin Unified School District	WIOA Title II - Adult Education and Family Literacy	Name: Will Neddersen Coordinator, Adult Education Email: wneddersen@tustin.k12.ca.us Phone: 714-730-7395 Name: Harold Sullins Chief Financial Officer Email: hsullins@tustin.k12.ca.us Phone: 714-730-7301	Individuals Seeking Educational Advancement:	<ul style="list-style-type: none"> • Educational Support: Lifelong learning opportunities, including adult basic skills, ESL, high school diploma, and HSE preparation. • Career Services: Comprehensive assessments, career counseling, job search assistance, resume writing, and interview coaching. • Sector Partnerships: Collaboration with employer partnerships to align workforce preparation with job market needs.

United American Indian Involvement	United American Indian Involvement	Native American Programs (Section 166)	Name: Jamie Fuentes Email: jfuentes@uaii.org Phone: 213-840-2027	Youth 17+, Adults, Individuals Seeking Educational Advancement. *Clients must be enrolled in a federal, state recognized tribe and/or be a descendant of one.	<ul style="list-style-type: none"> • Career Services: Comprehensive assessments, career counseling, job search assistance, resume writing, and interview coaching. • Workforce Readiness Services: For unemployed and underemployed adults, veterans, justice-involved individuals, seniors, and youth, addressing barriers to employment. • Follow-Up Services: Supports individuals for up to 12 months post-employment to help maintain jobs and pursue career advancements. • Supportive Services: Provides life skills, parenting education, and on-site childcare to support independence and healthy family development.
University of Massachusetts Global	University of Massachusetts Global	Community Based Partner	Name: David Andrews Email: david.andrews@umassglobal.edu Phone: 949- 341-9800	Individuals Seeking Educational Advancement:	<ul style="list-style-type: none"> • Training Services: Training and Education for adults, displaced workers, and youth. • Curriculum and Career Services: Includes development, instructional design, and subject matter expertise. • Virtual Services: Virtual resources for active military, veterans, and their families.
County of Orange, Veterans Service Office	Veterans Service Office	Community Based Partner	Name: Eric Ensley Email: OCVSO@occr.ocgov.com Phone: 714-480-6555	Veteras and their Families	<ul style="list-style-type: none"> • Free assistance for Veterans, Dependents, and Survivors with filing benefit claims, counseling, referrals, and applying for state and federal benefits such as Disability Compensation, DIC, Survivors Pension, and Burial Benefits. • Partnerships with legal aid and behavioral health providers to support legal and mental health needs. • Support with education benefits like the GI Bill, Vocational Rehabilitation, and the CalVet Fee Waiver for tuition-free college at California state schools.
Working Wardrobes	Working Wardrobes	Community Based Partner	Name: Working Wardrobes Email: clientreferral@workingwardrobes.org Phone: 714-210-2460	Adults	<ul style="list-style-type: none"> • Workforce Readiness Services: For unemployed and underemployed adults, veterans, justice-involved individuals, seniors, and youth, addressing barriers to employment. • Job Search Lab: Provides computers for job searches, access to community and workforce resources, and job postings. • Career Coaching: Available in-person and virtually, offering resume preparation, interview practice, and job search assistance. • Virtual Workshops: Monthly sessions on career readiness and life skills. • Professional Wardrobe Services: For clients enrolled in programs or referred by partners.
Yorba Linda Chamber of Commerce + Foundation	Yorba Linda Chamber of Commerce	Community Based Partner: Chambers	Name: Alex Hernandez Email: alex@yorbalindachamber.com Phone: 714-993-9537	Adults, Youth K-12th, Individuals Seeking Educational Advancement	<ul style="list-style-type: none"> • Sector Partnerships: Collaboration with employer partnerships to align workforce preparation with job market needs. • Educational and Outreach programs: Includes financial literacy and business education for k-12th grade, various community events. • Community Engagement: Hosting events and providing networking opportunities. • Business Support: Partner with employers to build talent pipelines through on-the-job training, work experience, job fairs, and recruitment services.



Attachment D: Orange County Workforce Solutions Centers Infrastructure Funding Agreement Program Year 2025-28

Cost Allocation Framework for AJCC Infrastructure Funding Agreements: WSD18-12 specifies several allowable cost allocation methodologies that Local Boards and one-stop partners may use to equitably distribute infrastructure costs. These methods are designed to align cost-sharing with the principle of proportional use and relative benefit. The directive allows flexibility in selecting one or more of the following methodologies, depending on local context, service delivery models, and available data. This IFA uses a combination method:

1. Square Footage Method:

This method allocates costs based on the amount of physical space each partner occupies in the AJCC. It is most effective when partners have clearly defined and exclusive use of office space or workstations. Common costs such as shared meeting rooms or reception areas can be proportionately divided.

2. Full-Time Equivalent Staff Method:

Costs are distributed based on the number of staff each partner has located at the AJCC, taking into account the unit of space they occupy. This method assumes that more on-site staff correlates to greater use of infrastructure and benefits received.

3. Blended or Combination Method:

Recognizing the complexity of many AJCC operations, WSD-18-12 also permits local areas to use a combination of the above methods. For instance, a Local Board might allocate facility costs using square footage and shared services like reception or IT support using FTEs or customer counts. The blended method allows for greater precision and fairness when no single method adequately captures use and benefit.

Infrastructure Cost Allocation Methodology – Base Rent

Base Rent Methodology: Square Footage Method. The base rent for partners is determined by multiplying the percentage of their exclusive space by the Shared Factor.

Base Rent Space Categories and Definitions

- **Exclusive Space:** Space assigned specifically to a partner, such as offices, cubicles, or conference rooms, designated for that partner's exclusive use.
- **Shared Use Space:** Space used collectively by all partners, including areas like lobbies, conference rooms, training rooms, resource rooms, collaboration areas, and equipment spaces.
- **Common Space:** Public or common areas within the facility, such as hallways, break rooms, restrooms, lactation rooms, and vending machine areas.
- **Unusable Space:** Any remaining space not categorized above, which is allocated to the One Stop Operator.
- **Shared Factor:** Exclusive space divided by the total shared and common space: Brea: 3.19 and Laguna Niguel: 1.21

OC Workforce Solutions Center, Brea		OC Workforce Solutions Center, Laguna Niguel	
Total Exclusive Space	8,031 SF	Total Exclusive Space	2,026 SF
Total Shared Space	12,983 SF	Total Shared Space	3,111 SF
Total Common Space	12,641 SF	Total Common Space	186 SF
Total Unusable	5,226 SF	Total Unusable	1,135 SF
Total	40,170 SF	Total	6,458 SF

Infrastructure Cost Allocation Methodology – Operating Costs

Operating Costs Methodology: Full-Time Equivalent Staff Method. Partners' operating costs are determined on a per capita basis, calculated by dividing the number of spaces they occupy by the total available spaces.

Total Spaces Available: Brea: 129 Spaces and Laguna Niguel: 17 Spaces

Operating Costs Categories

- **Copier:** Copier used by staff and job seekers to print, scan, copy, and fax employment-related and administrative documents. Operating costs include leasing fees, maintenance, and toner.
- **IT Services:** Maintain networks, provide tech support, and ensure secure, reliable access to digital systems. Operating costs include IT staffing and system maintenance.
- **IT Services (Deep Freeze):** Software that resets resource room computers after each use to maintain security. Operating costs include licensing and technical support.
- **Telephone:** Supports staff communication with job seekers and partners. Costs include telephone service fees and maintenance.
- **Internet:** Provides secure, high-speed access for staff and job seekers. Operating costs include monthly internet service fees.
- **Security Guard:** Maintains a safe environment by monitoring the site. Costs cover staffing and contracted services in Brea only.
- **Security (Building Access & Cameras/Alarm):** Controls building access and monitors activity. Costs include equipment, monitoring, and maintenance.
- **Fire Extinguisher:** Ensures extinguishers are inspected and compliant. Costs include inspections, recharges, and replacements in Laguna Niguel only.

OC Workforce Solutions Center, Brea										
		Base Rent			Operating Costs*				Total Cost	
Year	Cost Per Sq. Ft.	Total Sq. Ft.	Monthly	Annual	# of Space Unit	Avg Cost per Space Unit	Monthly	Annual	Monthly	Annual
06/01/2025 - 05/31/2026	\$3.08	40,170	123,711.55	1,484,538.60	129.00	207.06	26,710.74	320,528.88	150,422.29	1,805,067.48
06/01/2026 - 05/31/2027	\$3.17	40,170	127,422.90	1,529,074.80	129.00	213.27	27,511.83	330,141.96	154,934.73	1,859,216.76
06/01/2027 - 05/31/2028	\$3.27	40,170	131,245.58	1,574,946.96	129.00	219.67	28,337.43	340,049.16	159,583.01	1,914,996.12
06/01/2028 - 05/31/2029	\$3.37	40,170	135,182.95	1,622,195.40	129.00	226.26	29,187.54	350,250.48	164,370.49	1,972,445.88

OC Workforce Solutions Center, Laguna Niguel										
		Base Rent			Operating Costs*				Total Cost	
Year	Cost Per Sq. Ft.	Total Sq. Ft.	Monthly	Annual	# of Space Unit	Avg Cost per Space Unit	Monthly	Annual	Monthly	Annual
07/01/2025 - 06/30/2026	\$3.62	6,458	23,388.25	280,659.00	17	435.20	7,398.40	88,780.80	30,786.65	369,439.80
07/01/2026 - 06/30/2027	\$3.62	6,458	23,388.25	280,659.00	17	448.26	7,620.42	91,445.04	31,008.67	372,104.04
07/01/2027 - 06/30/2028	\$3.62	6,458	23,388.25	280,659.00	17	461.71	7,849.07	94,188.84	31,237.32	374,847.84

* Initial costs subject to change

Adult and Dislocated Worker Program Eligibility Policy

Redline and Clean Version

Information Notice No. 25-OCWDB-03

Supersedes Information No. 21-OCWDB-18



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OC Community Resources

Date: November 24, 2021April 30, 2025

To: WIOA Subrecipients of the Orange County
Workforce Development Area Board

From: Nancy CookGarma Lacy
Director of Workforce and Economic Development

Subject: Adult and Dislocated Worker Program Eligibility Policy
Information Notice No. 25-OCWDB-0321-OCWDB-18
Supersedes Information Notice No. 21-OCWDB-18,
17-OCDB-08

PURPOSE

This policy provides guidance for establishing participant eligibility for the Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker Programs.

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EFFECTIVE DATE

This policy is effective immediately upon the date of issuance.

REFERENCES

- Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-128)
- Title 20 CFR Part 680, 663.115, 663.220 and 663.310
- 38 U.S.C. 4213
- Training and Employment Guidance Letter (TEGL) 19-14, Vision for the Workforce System and Initial Implementation of the WIOA (February 19, 2015)
- TEGL 19-16, Guidance on Services provided through the Adult and Dislocated Worker Programs under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act Employment Service (ES), as amended by title III of WIOA, and for Implementation of the WIOA Final Rules (March 1, 2017)
- Workforce Services Directive (WSD) 15-14, WIOA Adult Program Priority of Service (November 29, 2016) 24-06, Adult Program Priority of Service
- WSD 24-15, Priority of Service for Veterans and Eligible Spouses
- WSD 14-4, WIA Title I Eligibility (September 25, 2014) WSD 24-04, WIOA Title I Eligibility Technical Assistance Guide

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BACKGROUND

WIOA states that individuals are considered registered and participants when they have received a Workforce Innovation and Opportunity Act (WIOA) service other than self-service or information-only activities and have satisfied all applicable programmatic requirements for the provision of services, such as eligibility determination. The Workforce Innovation and

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Opportunity Act (WIOA), recognizes an individual as a participant in the Adult or Dislocated Worker programs after completing the eligibility determination and, satisfying all programmatic requirements. Services are delivered in three tiers: basic career services, individualized career services, and training services. An individual who only access uses self-services, tools or are ~~o r~~ is assisted with information-only activities, are ~~is~~ not considered a participant. This policy provides an overview of the criteria necessary to determine eligibility.

Definitions ~~DEFINITIONS~~

Layoff – The permanent or temporary termination of employment of an employee due to a position being abolished, insufficient funds, lack of work, or any other reason not reflecting discredit on the employee (such as dismissal for inadequate performance, violation of workplace rules, cause, etc.).

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Substantial Layoff – A layoff that is 1) conducted by a company which has or is in the process of laying off at least one third of its local workforce or at least 50 employees, or 2) one for which a Worker Adjustment and Retraining Notification (WARN) has been issued within the 12 months preceding the layoff.

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Sufficient to Demonstrate Attachment to the Workforce – Unsubsidized employment with the same employer for 13 consecutive weeks within the last 52 weeks.

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Policy and Procedures ~~POLICY~~

To receive WIOA-funded services, other than basic career self-services or information-only activities, individuals must be registered and determined eligible. Registration is the process for of collecting information to support a determination of eligibility. The amount of time allowed to obtain documentation should not exceed 30 days. If enrollment does not occur within 30 days, the application must be reviewed and documentation must be updated, as appropriate, to ensure eligibility is still valid. For an individual to be registered into a WIOA program, the following must occur:

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- The individual must complete the application/eligibility determination process;
- The individual must provide the documentation required to substantiate their his/her eligibility; and
- The Service Provider must document services in CalJOBS through a detailed case note and the appropriate activity codes.

For WIOA Adults and Dislocated Workers, registration occurs the first day on which the individual ~~actually~~ begins receiving ~~staff-assisted basic, career, or training services, basic career services, individualized career services, or training services~~ subsidized employment.

~~WIOA Adult and Dislocated Worker eligibility requirements depend on the level of services provided to the participant. The documentation required increases as participants move from basic career services to individualized career services or training services. For participants receiving only basic career services, Service Providers may accept information provided during the registration at face value, without requiring source documentation. The WIOA is not an entitlement program and although an individual may meet program eligibility criteria it does not mean that they are guaranteed services. Requirements to be determined eligible in the Adult and Dislocated Worker Programs are listed in this policy. For more information on acceptable~~

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documentation, refer to the Orange County Workforce Development Board (OCWDB) WIOA Documentation Requirements Policy.

Eligibility requirements vary depending on the level of services provided. As participants progress from basic career services to individualized career or training services, the level of required documentation increases.

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- For basic career services, information provided at registration may be accepted at face value without source documentation.

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- WIOA is not an entitlement program—meeting eligibility criteria does not guarantee receipt of services.

For details on documentation requirements, refer to the OCWDB WIOA Documentation Requirements Policy.

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General Program Eligibility

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By default, Adult and Dislocated Workers who receive WIOA-funded services under Title I programs require general program eligibility requirements which include: To be eligible for Adult or Dislocated Worker services under WIOA Title I, an individual must:

- Be 18 years or older
- Have U.S. work authorization to work in the United States of America
- Selective Service Registration if applicable. Refer to OCWDB Selective Service Registration Policy for guidance.

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Adult Program Eligibility

To be eligible for the WIOA Adult Program, an individual must meet the general program requirements and must demonstrate need for individualized career services or training services to obtain/retain employment that leads to economic self-sufficiency.

- 18 years or older
- U.S. work authorization
- Selective Service Registration, if male applicant (Refer to OCWDB Selective Service Registration Policy for guidance)
- Must demonstrate need for individualized career services or training services to obtain/retain employment that leads to self-sufficiency.

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Priority of Service Status—Established Priority of Services

Determination for Priority of Service Status must be established at the time of eligibility determination for WIOA Title I Adult registrants and does not change during the period of participation. Priority is given to individuals based on the categories as listed below:

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Category 1: Veteran's and eligible spouses who are low-income or basic skills deficient. This includes:

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- A recipient of public assistance.
- A low-income individual.
- Basic skills deficient (includes English language learners).

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Category 2: An individual who is not a veteran or eligible spouse but is one of the following:

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- A recipient of public assistance.
- A low-income individual.
- Basic skills deficient (includes English language learners).

Category 3: A veteran or eligible spouse who is one of the following:

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- Not a recipient of public assistance.
- Not low-income individual.
- Not basic skills deficient (includes English language learners).

Category 4: Anyone who does not belong to one of the above categories, but categories but belongs to a priority population established by the State of California or OCWDB.

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Category 5: Individuals who do not fall into any of the above categories. Other individuals not included in WIOA's priority groups.

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Refer to OCWDB Priority of Service Policy and OCWDB 70 Percent LLSIL and Poverty Guidelines Policy for additional guidance.

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For more information, refer to OCWDB's Priority of Service for Veterans and Eligible Spouses, WIOA Priority of Service, and OCWDB 70 Percent LLSIL and Poverty Guidelines Policies for additional guidance.

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When past income is an eligibility determinant for Federal employment or training programs, any amounts received as military pay or allowances by any person who served on active duty, and certain other specified benefits must be disregarded for the veteran and for other individuals for whom those amounts would normally be applied in making an eligibility determination. Military earnings are not to be included when calculating income for veterans or transitioning service members for this priority. When determining eligibility for programs that have a statutory requirement to serve low-income individuals, certain many types of military service-related income are excluded from consideration exempt. Certain pay, financial allowances, and financial benefits must be disregarded for veterans, transitioning service members, or any other individuals for whom these amounts would normally be applied in making an eligibility determination. For more information, refer to the Veteran Priority and WIOA Adult Program Priority of Service Policies.

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Dislocated Worker Eligibility

1. U.S work authorization
2. Selective Service Registration, if male applicant
3. Meets the definition of "dislocated worker" below

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An To be eligible for the WIOA Dislocated Worker Program, an individual must meet the general program requirements and satisfy the criteria under at least one of the five Dislocated Worker

following categories requirements listed below to be eligible for the Dislocated Worker program.

Category 1: General Dislocation

The individual:

An individual must meet all of the following criteria:

- a. An individual who ~~was~~ ~~has been~~ terminated or laid off, or has received a notice of termination or layoff, from employment; this includes separation notice, under other than dishonorable conditions from the military service. ~~AND~~;
- a. ~~Meets either of the following conditions:~~
 - b.i. ~~(a)~~ Is eligible for or has exhausted entitlement to unemployment compensation; ~~or~~
 - ii. ~~(b)~~ Has been employed for a duration sufficient to demonstrate attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that was not covered under a ~~State~~ unemployment compensation law; ~~AND~~ and
- c. ~~2.3.~~ Is unlikely to return to a previous industry or occupation.
- ~~3. Documentation to support that an individual is "unlikely to return" may be include an invitation to or participation in an Initial Assistance Workshop (IAW); Personalized Job Search Assistance (PJSA), or Reemployment Services and Eligibility Assessment (RESEA).~~

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Category 2: Dislocation from Facility Closure/Substantial Layoff

The individual must meet one of the following criteria:

- ~~The individual:~~
 - a. Has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility ~~facility~~, or enterprise;
 - b. Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
 - c. For purposes of eligibility to receive services other than training services, career services, or supportive services, an individual must be ~~is~~ employed at a facility or military installation at which the employer has made a general announcement that such facility will close.

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Category 3: Self Employed Dislocation

The individual who was self-employed (including employment as a farmer, a rancher, ~~or a~~ fisherman, independent contractors, and consultants) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; ~~disasters~~.

Category 4: Displaced Homemaker

~~The~~ An individual ~~is a displaced homemaker~~ who has been providing unpaid services to family members in the home and meets criteria a and b:

- a. Meets either of the following conditions:

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- I. ~~(a) Has been dependent on the income of another family member but is no longer supported by that income (e.g., because the other family member was laid off, or because of death or divorce); or;~~

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- i. ~~(b) Is the dependent spouse of a member of the US Armed Forces on active duty and whose family income is significantly reduced because of the service member's deployment, call or order to active duty, permanent change of station, or a service-connected death or disability of the member; and~~

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2. ~~Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.~~

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- b. ~~Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.~~

Category 5: Spouse of an Active-Duty Military Service Member

A spouse of a member of the Armed Forces on active duty who meets criteria a or bThe individual:

- A.a. ~~Is the spouse of a member of the Armed Forces on active duty and who hHas experienced a loss of employment as a direct result of relocation to accommodate a permanent change in the service member's duty station of such member; OR~~

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- B.b. ~~Is the spouse of a member of the Armed Forces on active duty and is unemployed or underemployed and is experiencing difficultyhaving trouble in obtaining or upgrading employment.~~

Category 6

The individual is an eligible dislocated worker (meets the general WIOA eligibility criteria and one of the five criteria listed above) who, since dislocation and prior to application, has not been employed in a job that paid a wage defined as:

1. ~~A self-sufficient dislocated worker wage; or,~~
2. ~~Leading to self-sufficiency; or~~
3. ~~Providing more than stopgap employment~~

For dislocated workers, pPriority of sService status and income determination is are not required when determining individuals foreligibility for the Dislocated Worker programeligibility or services.

Documentation

Service Providers are required to ensure that all participant eligibility documentation is scanned, uploaded, and verified in CalJOBS according in accordance with the OCWDB CalJOBS Participant Reporting Timeline Policy. For guidance on collecting and storing supporting documents in CalJOBS, refer to the CalJOBS Document Imaging and Scanning Policy. Documents uploaded into the CalJOBS system will be used for verification, ongoing monitoring, and audit purposes in accordance with WIOA and Employment Development Department (EDD) requirements.

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Subrecipients shall ensure proper documentation of participant eligibility determination which shall be kept in the participant files and available anytime for inspection and review by Local,

~~State and Federal monitors.~~ Self-attestation is not allowed and cannot be used to document eligibility data elements of right-to-work, selective service, and age. Documenting eligibility with self-attestation is a method of last resort when no other source of documentation can be found or accessed. Self-attestation can ~~also~~ be used to clarify documentation that is considered insufficient by itself. See For more information on acceptable documentation, refer to the OCWDB WIOA Documentation Requirements Policy for additional information.

~~Data Management~~

~~Subrecipients shall ensure that accurate participant eligibility information is reflected in CalJOBS according to the OCWDB CalJOBS Participant Reporting Timeline Policy.~~

ACTION

Bring this policy to the attention of all staff and ~~all~~ relevant parties.

INQUIRIES

If you have ~~any~~ questions regarding this policy, please ~~contact your Contract Administrator at~~ 714-480-6500 ~~email -info@ocworkforcesolutions.com.~~

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DIRECTOR
OC COMMUNITY RESOURCES

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ASSISTANT DIRECTOR
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DEVELOPMENT

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DIRECTOR
OC COMMUNITY SERVICES

PAM PASSOW
DIRECTOR
OC PARKS

JULIE QUILLMAN
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

OC Community Resources

Date: April 30, 2025

To: WIOA Subrecipients of the Orange County
Workforce Development Board

From: Nancy Cook
Director of Workforce and Economic Development

Subject: Adult and Dislocated Worker Program Eligibility Policy
Information Notice No. 25-OCWDB-03
Supersedes Information Notice No. 21-OCWDB-18,
17-OCDB-08

PURPOSE

This policy provides guidance for establishing participant eligibility for the Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker Programs.

EFFECTIVE DATE

This policy is effective on the date of issuance.

REFERENCES

- WIOA (Public Law 113-128)
- Title 20 CFR Part 680, 663.115, 663.220 and 663.310
- 38 U.S.C. 4213
- Training and Employment Guidance Letter (TEGL) 19-14, Vision for the Workforce System and Initial Implementation of the WIOA
- TEGL 19-16, Guidance on Services provided through the Adult and Dislocated Worker Programs under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act Employment Service (ES), as amended by title III of WIOA, and for Implementation of the WIOA Final Rules
- Workforce Services Directive (WSD) 24-06, Adult Program Priority of Service
- WSD 24-15, Priority of Service for Veterans and Eligible Spouses
- WSD 24-04, WIOA Title I Eligibility Technical Assistance Guide

BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA), recognizes an individual as a participant in the Adult or Dislocated Worker programs after completing the eligibility determination and satisfying all programmatic requirements. Services are delivered in three tiers: basic career services, individualized career services, and training services. Individuals who only access self-service tools or are assisted with information-only activities, are not considered a participant. This policy provides an overview of the necessary to determine eligibility.



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DEFINITIONS

Layoff – The permanent or temporary termination of employment of an employee due to a position being abolished, insufficient funds, lack of work, or any other reason not reflecting discredit on the employee (such as dismissal for inadequate performance, violation of workplace rules, cause, etc.).

Substantial Layoff – A layoff that is 1) conducted by a company which has or is in the process of laying off at least one third of its local workforce or at least 50 employees, or 2) one for which a Worker Adjustment and Retraining Notification (WARN) has been issued within the 12 months preceding the layoff.

Sufficient to Demonstrate Attachment to the Workforce – Unsubsidized employment with the same employer for 13 consecutive weeks within the last 52 weeks.

POLICY

To receive WIOA-funded services, other than basic career self-services or information-only activities, individuals must be registered and determined eligible. Registration is the process of collecting information to support a determination of eligibility. The amount of time allowed to obtain documentation should not exceed 30 days. If enrollment does not occur within 30 days, the application must be reviewed and documentation must be updated, as appropriate, to ensure eligibility is still valid. For an individual to be registered into a WIOA program, the following must occur:

- The individual must complete the application/eligibility determination process;
- The individual must provide the documentation required to substantiate their eligibility; and
- The Service Provider must document services in CalJOBS through a detailed case note and the appropriate activity codes.

For WIOA Adult and Dislocated Worker, registration occurs the first day on which the individual begins receiving basic career services, individualized career services, or training services.

Eligibility requirements vary depending on the level of services provided. As participants progress from basic career services to individualized career or training services, the level of required documentation increases.

- For basic career services, information provided at registration may be accepted at face value without source documentation.
- WIOA is not an entitlement program—meeting eligibility criteria does not guarantee receipt of services.

For details on documentation requirements, refer to the OCWDB WIOA Documentation Requirements Policy.

General Program Eligibility

To be eligible for Adult or Dislocated Worker services under WIOA Title I, an individual must:

- Be 18 years or older
- Have authorization to work in the United States of America
- Selective Service Registration if applicable. Refer to OCWDB Selective Service Registration Policy for guidance.

Adult Program Eligibility

To be eligible for the WIOA Adult Program, an individual must meet the general program requirements and must demonstrate need for individualized career services or training services to obtain/retain employment that leads to economic self-sufficiency.

Priority of Services

Determination for Priority of Service Status must be established at the time of eligibility determination for WIOA Title I Adult registrants and does not change during the period of participation. Priority is given to individuals based on the categories as listed below:

Category 1: Veteran's and eligible spouses who are low-income or basic skills deficient. This includes:

- A recipient of public assistance.
- A low-income individual.
- Basic skills deficient (includes English language learners).

Category 2: An individual who is not a veteran or eligible spouse but is one of the following:

- A recipient of public assistance.
- A low-income individual.
- Basic skills deficient (includes English language learners).

Category 3: A veteran or eligible spouse who is one of the following:

- Not a recipient of public assistance.
- Not low-income individual.
- Not basic skills deficient (includes English language learners).

Category 4: Anyone who does not belong to one of the above categories but belongs to a priority population established by the State of California or OCWDB.

Category 5: Individuals who do not fall into any of the above categories.

For more information, refer to OCWDB's Priority of Service for Veterans and Eligible Spouses, WIOA Priority of Service, and OCWDB 70 Percent LLSIL and Poverty Guidelines Policies for additional guidance.

When determining eligibility for programs that have a statutory requirement to serve low-income individuals, certain types of military service-related income are excluded from consideration. Certain pay, financial allowances, and financial benefits must be disregarded for veterans, transitioning service members, or any other individuals for whom these amounts would normally be applied in making an eligibility determination. For more information, refer to the Veteran Priority and WIOA Adult Program Priority of Service Policies.

Dislocated Worker Eligibility

To be eligible for the WIOA Dislocated Worker Program, an individual must meet the general program requirements and satisfy the criteria under at least one of the five Dislocated Worker categories listed below:

Category 1: General Dislocation

An individual must meet all of the following criteria:

- a. An individual who was terminated or laid off, or has received a notice of termination or layoff, from employment; this includes separation notice, under other than dishonorable conditions from the military service.
- b. Meets either of the following conditions:
 - i. Is eligible for or has exhausted entitlement to unemployment compensation;
 - ii. Has been employed for a duration sufficient to demonstrate attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that was not covered under a state unemployment compensation law; and
- c. Is unlikely to return to a previous industry or occupation.

Category 2: Dislocation from Facility Closure/Substantial Layoff

The individual must meet one of the following criteria:

- a. Has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;
- b. Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
- c. For purposes of eligibility to receive services other than training services, career services, or supportive services, an individual must be employed at a facility or military installation at which the employer has made a general announcement that such facility will close.

Category 3: Self Employed Dislocation

The individual who was self-employed (including employment as a farmer, a rancher, fisherman, independent contractors, and consultants) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters.

Category 4: Displaced Homemaker

An individual who has been providing unpaid services to family members in the home and meets criteria a and b:

- a. Meets either of the following conditions:
 - i. Has been dependent on the income of another family member but is no longer supported by that income (e.g., because the other family member was laid off, or because of death or divorce); or
 - ii. Is the dependent spouse of a member of the US Armed Forces on active duty and whose family income is significantly reduced because of the service member's deployment, call or order to active duty, permanent change of station, or a service-connected death or disability of the member; and
- b. Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

Category 5: Spouse of an Active-Duty Military Service Member

A spouse of a member of the Armed Forces on active duty who meets criteria a or b:

- a. Has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in the service member's duty station; or
- b. Is unemployed or underemployed and is having trouble in obtaining or upgrading employment.

Priority of Service and income determination are not required when determining individuals' eligibility for the Dislocated Worker program.

Documentation

Service Providers are required to ensure that all participant eligibility documentation is scanned, uploaded, and verified in CalJOBS in accordance with the OCWDB CalJOBS Participant Reporting Timeline Policy. For guidance on collecting and storing supporting documents in CalJOBS, refer to the CalJOBS Document Imaging and Scanning Policy. Documents uploaded into the CalJOBS system will be used for verification, ongoing monitoring, and audit purposes in accordance with WIOA and Employment Development Department (EDD) requirements.

Self-attestation is not allowed and cannot be used to document eligibility data elements of right-to-work, selective service, and age. Documenting eligibility with self-attestation is a method of last resort when no other source of documentation can be found or accessed. Self-attestation can be used to clarify documentation that is considered insufficient by itself. For more information on acceptable documentation, refer to the OCWDB WIOA Documentation Requirements Policy.

ACTION

Bring this policy to the attention of all staff and relevant parties.

INQUIRIES

If you have questions regarding this policy, please email info@ocworkforcesolutions.com.

WIOA Assessments and Individual Employment Plan (IEP) Policy

Redline and Clean Version

Information Notice No. 25-OCWDB-04

Supersedes Information No. 21-OCWDB-06



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OC Community Resources

Date Revised: April 30, 2025

~~November 19, 2021~~

~~May 21, 2021~~

Effective: March 3, 2021

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To: -WIOA Subrecipients of the Orange County
-Workforce Development Area Board

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From: -~~Carma Lacy~~ Nancy Cook
-Director of Workforce and Economic Development

Subject: -WIOA Individual Objective Assessments & and Individual
Employment Plan (IEP)
Policy
~~Policy Information Notice No. 25-OCWDB-XX~~
~~Supersedes~~ Information Notice No. 21-OCWDB-06,
15-OCWDA-03
~~Supersedes Information Notice No. 15-OCWDA-03~~

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PURPOSE

~~The purpose of this policy is to provide guidance on completion of the Objective Assessment and Individual Employment Plan (IEP) for WIOA Adult and Dislocated Worker (DW) participants. The purpose of this policy is to provide guidance on conducting comprehensive and specialized assessments and developing Individual Employment Plans (IEPs) for participants in the Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker (DW) programs.~~

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EFFECTIVE DATE

This policy is effective immediately upon issuance.

REFERENCES

- Workforce Innovation and Opportunity Act (WIOA) WIOA (Public Law 113-128) Sections 134(c)(2)(A)(xii)(II), (c)(3)(F)(ii)
- Title 20 Code of Federal Regulations (CFR) CFR 680.170

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EFFECTIVE DATE

This policy is effective immediately upon issuance.

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BACKGROUND

~~The WIOA requires the development of an Individual Employment Plan (IEP) to identify the employment goals, create achievement objectives, and determine the combination of services for the participant to achieve the employment goals. The IEP is a holistic, ongoing process and should provide valuable information to best guide the participant towards his/her employment goals. This includes providing information on eligible providers~~

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~~of training services and career pathways to attain career objectives. The WIOA mandates that comprehensive and specialized assessments be conducted to evaluate the skill levels and service needs of Adults and Dislocated Workers. Additionally, WIOA also requires the development of Individual Employment Plans (IEPs) to outline establish employment goals, identify a customized personal plan of action service strategy and support that aligns with the interests, assets, needs, and the appropriate combination of services needed aligned with the participant's strengths, barriers, and career objectives. to help participants reach their employment goals.~~

Policy and Procedures

~~Service Providers will conduct an Individual Objective Assessment and develop an Individual Employment Plan (IEP) for each participant registered in Individualized Career Services and Training Services.~~

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POLICY

~~Service Providers are responsible for conducting must conduct assessments and developing Individual Employment Plans (IEPs) for each participant receiving Individualized Career Services and Training Services.~~

Initial Assessment

~~The Initial Assessment is a high-level preliminary evaluation conducted to determine a participant's eligibility for WIOA Title I Programs, academic level, occupational skills and interests, and supportive service needs. When conducting an Initial Assessment, Service Providers shall do the following: The Objective Assessment shall be completed utilizing the CalJOBS reporting system template. In the event that the CalJOBS system cannot be utilized, the OCWDB Objective Assessment Form (Attachment I) may be utilized in lieu of~~

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- ~~Follow guidance outlined in the Adult and Dislocated Worker Program Eligibility Policy to determine an individual's eligibility for WIOA programs.~~
- ~~Must Record the appropriate Initial Assessment activity code in CalJOBS when the WIOA application is completed to ensure participants can access services without delay.~~
- ~~record Document the development of the Initial Assessment in CalJOBS through with a detailed case note and the appropriate activity codes when the WIOA application is completed.~~
- ~~Enter a detailed case note into CalJOBS to document how eligibility was determined.~~
- ~~Follow Adhere to the guidance outlined in the CalJOBS Document Imaging and Scanning Policy for managing eligibility documentation records management.~~

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~~1. CalJOBS. The Objective Assessment must include the review of all available information provided by the registered participant during program enrollment. If Attachment I is used, it must be uploaded into CalJOBS.~~

~~2. Service Providers are to use any of the following assessment tools when completing the Objective Assessment: Test of Adult Basic Education (TABE), Comprehensive Adult Student Assessment Systems (CASAS), Basic English Skills Test (BEST), or Massachusetts Adult Proficiency Test (MAPT). ACT WorkKeys, will be used for training enrollment requirements only and is not intended to measure Educational Functioning Levels (EFL) for performance. Service Providers may use previous basic skills assessment results if such previous assessments have been conducted within the past six months.~~

Objective Assessment

~~The Objective Assessment is a comprehensive evaluation that assesses of a participant's the academic skill levels and service needs of individuals participating in the Adult and Dislocated Worker Programs. It must be completed before providing any Individualized Career or Training Services and The Objective Assessment is strongly encouraged to be conducted should be completed within the first two weeks of program enrollment but no later than 30 days from the date of enrollment. Completion of the Objective Assessment is required, and before providing prior to the provision of any Individualized Career Services and Training Services. When completing an Objective Assessment, Service Providers shall conduct the academic assessment utilizing one of the following assessments:~~

- ~~• Test of Adult Basic Education (TABE);~~
- ~~• Comprehensive Adult Student Assessment Systems (CASAS);~~
- ~~• Basic English Skills Test (BEST); or~~
- ~~• Massachusetts Adult Proficiency Test (MAPT).~~
- ~~• ACT WorkKeys will be used for training enrollment requirements only and is not intended to measure Educational Functioning Levels (EFL) for performance.~~

~~Academic assessments conducted prior to or as part of WIOA engagement can be utilized to assess an individual's academic skill levels if conducted within the last six months.~~

~~Individuals with a bachelor's degree or higher may be exempt from completing the academic assessment required for, to access to Individualized Career Services or Training Services, provided that if verification is submitted provided. For verification, the participant must provide a copy of the degree, or official transcripts, which must be uploaded by and the Service Provider shall upload into CalJOBS. However, if the participant is unable to provide the required documentation copies, an academic assessment is required. Detailed case notes must document the exemption and the participant's credentials in CalJOBS or the appropriate case management system. However, if the participant is unable to provide the required verifiable documentation, an academic assessment is required.~~

~~The development and updates to ing of the Objective Assessment must be documented in CalJOBS through a detailed case note, along with the use of and the appropriate activity codes.~~

~~3. As part of the Objective Assessment, Services Providers are to conduct career exploration and provide Labor Market Information. This includes assisting participants with obtaining knowledge of labor market trends, required skills, training requirements, wage match requirements, and non-traditional careers/employment. In addition, Service Providers shall also assist participant with researching whether their desired occupation and industry sector are in-demand and document if participant is interested in non-traditional employment. This~~

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information shall be recorded into CalJOBS via a detailed case note and appropriate activity code.

Occupational Assessments

Occupational Assessments offer opportunities for individuals to explore several different attributes that may influence their potential success and satisfaction with different career options and work environments. Occupational assessments help participants to assess and reflect on:

- Prior work experience
- Employability,
- Interests
- Values
- Aptitudes

In conjunction, a resume shall be developed for all participants enrolled in Individualized Career Services and uploaded into CalJOBS. Resumes shall be reviewed and updated to remain current. Resume modifications or updates must be documented in CalJOBS through a detailed case note and the appropriate activity codes.

In addition to assessments of a participant's interests, skills, and values, the Service Provider and participant must consider occupational assessments in the context of local labor market information. Assessment strategies shall center around helping individuals to identify, prepare for, and meet performance competencies associated with their long-term occupational interests, including assessments focused on:

- Analysis of Labor Market Information that aligns the participant's goals with local job market opportunities and expands career objectives
- Structured and/or unstructured in-depth interviews
- Evaluations or assessments completed by partner program
- Performance Assessments (e.g., skills or work samples, including those that measure interest and capability to train in nontraditional employment)
- Interest measures (e.g., Campbell Interest and Skill Survey, Holland Self-Assessment Interest Survey, O*NET Interest Profiler, My Next Move)
- Career guidance instruments
- Work and personal measures
- Personality inventories
- Occupation-specific assessments
- Skills and aptitude assessments/ tests, or basic skills tests

Supportive Service Assessment

An evaluation of additional barriers to employment must be conducted beyond barriers specific to academic or occupational skill levels. This assessment focuses on the circumstances that may hinder affect a participant's ability to engage in success in education or employment opportunities, including specific developmental needs. Assessment processes must include a holistic review of an individual's life experiences. For example, childcare, transportation, and/or basic needs that may interfere with successful completion of an employment plan.

The supportive service assessment must also include an evaluation of technology needs and the access of individuals to computers and high-speed internet, as well as digital literacy. A supportive services assessment should identify WIOA services that can help support an

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individual as part of a service strategy, as well as identify additional programs and resources that could offer additional targeted supports. The purpose and goal of this assessment is to ensure participants receive comprehensive assistance that supports long-term success in their employment and training plans.

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4. IEPs shall be jointly developed by the participant and Service Provider case manager and reviewed by the site manager utilizing the CalJOBS reporting system template. In the event that the CalJOBS System cannot be utilized, the OCWDB IEP Form (Attachment II) can be utilized and must be uploaded into CalJOBS.

5. Resumes shall be developed using the CalJOBS resume template for all clients enrolled in Individualized Career Services. Resumes shall be reviewed and updated so that they remain current. Resume modifications or adjustments conducted in collaboration with Service Provider staff shall be outlined in CalJOBS case notes to reflect services provided. In the event that the CalJOBS system template cannot be utilized, the participant shall provide a resume to be uploaded into CalJOBS.

6. Service Provider is to review IEPs on a regular basis, but at a minimum of every month. Regular updating includes the review and documentation of participant's progress, completion of activities, goal/benchmarks attainment, changes/updates related to the Objective Assessment, and all other accomplishments.

Individual Employment Plan

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The IEP is an individualized career service and an ongoing strategy, that is developed jointly by the participant and the Service Provider. The purpose of the plan is to identify employment goals, achievement objectives, and an appropriate combination of services for the participant to achieve their employment goals. The IEP must be based on the results of the assessment. All elements of the IEP must focus on career goals, education goals, and overcoming barriers to employment. The IEP must provide a framework including timeframes, resources, and incremental steps for the participant to achieve the overall goals. Before creating an IEP, the Service Provider must verify eligibility and ensure the Initial and Objective Assessment are conducted and documented in CalJOBS.

The IEP is a "living document" that must be reviewed regularly and updated at a minimum of every 30 days or as needed based on the participant needs. These updates must reflect progress on goals, benchmarks, objectives, changes in activities or services, revisions to short-term and/or long-term goals, new achievements and barriers identified during ongoing consultation with the participant.

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7. Completion of the Objective Assessment, IEP, and any IEP updates shall be appropriately documented in the case notes and with CalJOBS activity codes.

CalJOBS Activity Code	Description
102	Completion of the Objective Assessment using the CalJOBS template or Attachment I
203	Conducting comprehensive, specialized assessment of skill levels and service needs of a participant (includes use of assessment tools)
407	Provision of Labor Market Information
115	Resume Preparation Assistance (does not include a resume upload to CalJOBS)

5

205	Development and updating of IEP
200	IEP review with no changes made

8. A copy of the completed (or updated) and signed IEP shall be given to the participant.

Documentation

The IEP must be signed and dated by both the participant and Service Provider to reflect mutual agreement and be revised as needed. A copy must be provided to the participant must be provided a copy, either in print or electronic format, based on the participant's preference. The signed IEP must be uploaded in the CalJOBS documents section with a linked case note to document changes.

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All revisions to the IEP must be made collaboratively with the participant's consent. The IEP revisions must be initiated by both the participant and Service Provider and be recorded in CalJOBS using the appropriate activity codes. Detailed case notes must also be entered to summarize changes made or progress achieved.

A copy of the signed IEP must be uploaded in the CalJOBS documents section with a linked case note to document changes.

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The IEP must be closed when the participant exits WIOA Title I Services. This includes:

- Closing all associated goals, objectives, and activities in the system.
- Ensuring documentation is complete and outcomes are recorded in the case notes.
- Communicating with the participant about the closure of the plan.

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9. Any medical information pertinent to the initial assessment and IEP is to be collected and stored in a separate, confidential file according to OCWDB Personally Identifiable Information Policy.

10. IEP must be reviewed with the participant to ensure the IEP is effectively addressing the needs of the participant. When utilizing paper forms, all initial and updated IEPs must be signed and dated each time anything is added to the plan by both the participant and the staff helping them to complete it.

11. The OCWDB Objective Assessment and IEP forms can be set up to allow for the participant to provide an electronic signature. Refer to Attachment III for the Electronic Signature Instructions using the Microsoft signature feature. Other options, such as DocuSign or Adobe can also be used.

Handling Personally Identifiable Information (PII)

Any personal information pertinent to the Initial Assessment, Objective Assessments, and IEP shall be collected and stored in compliance with the Personally Identifiable Information (PII) Policy, ensuring confidentiality and adherence to applicable regulations regarding private information.

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System Downtime Protocols

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In cases where CalJOBS may be unavailable, paper forms shall be utilized in lieu of CalJOBS (refer to Attachment I and Attachment II). When CalJOBS is restored, the Objective Assessment Section and IEPs should be updated to match the paper documents. All paper forms must be scanned and uploaded into CalJOBS in the documents section with a substantial case note documenting the reason for the paper forms. Refer to the CalJOBS Document Imaging and Scanning Policy for guidelines on the secure destruction of paper documents after digitization and upload.

Electronic Signature Capabilities

Service Providers must utilize one of the following approved methods to collect electronic signatures from participants:

- CalJOBS signature feature: Use the built-in signature functionality in CalJOBS (refer to Attachment III for detailed instructions).
- Alternative platforms: Platforms such as DocuSign or Adobe Sign may be used as alternatives to facilitate electronic signatures, as allowable per applicable regulations.
- Wet signatures: Scan the signed documents and upload into CalJOBS.

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ACTION

Bring this policy to the attention of all staff and all relevant parties.

INQUIRIES

If you have any questions regarding this policy, please ~~contact your Contract Administrator at 714-480-6500~~ email info@ocworkforcesolutions.com.

Field Code Changed

ATTACHMENTS

Attachment I :- Objective Assessment Template

Attachment II :- Individual Employment Plan Template

Attachment III :- Electronic Signature Instructions



OC Community Services

OC WORKFORCE
DEVELOPMENT BOARD
Overseeing job seekers, youth and business programs and services.

americanjobcenter
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WIOA Adult & Dislocated Worker Program INDIVIDUAL OBJECTIVE ASSESSMENT

Participant Name

Date

Email Address

Case Manager

EMPLOYMENT INFORMATION

Employment Goal/Occupation: _____

Industry Cluster:

- ☐ Business & Professional Services
 ☐ Energy, Environment & Green
 ☐ Construction
 ☐ Manufacturing
☐ Finance, Insurance & Real Estate
 ☐ Health Care
 ☐ Information Technology
 ☐ Logistics & Transportation
☐ Biotechnology/Nanotechnology
 ☐ Hospitality & Tourism

Expected Wage: \$ _____ per hour Annual Salary: \$ _____ Estimated months to achieve goal: _____

How many miles are you willing to travel to work? _____ Are you willing to Relocate? ☐ Yes ☐ No

Computer Proficiency: (Check one) ☐ No Experience ☐ Beginner ☐ Intermediate ☐ Advanced

Occupational Skills:

EDUCATION AND TRAINING

Highest Grade Completed
(i.e., 12 HS, 14 AA, 16 BA/BS):

Degree Attained:

Certificates or Licenses:

School Status at
Participation

MOST RECENT EMPLOYER (If available, a copy of the **Customer's Participants** resume shall be placed in the case file)

FROM	TO	EMPLOYER	WAGE	JOB TITLE	DUTIES

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STRENGTHS/BARRIERS RELATED TO EMPLOYMENT AND JOB RETENTION

STRENGTHS	CHALLENGES/BARRIERS	RESOURCES/REFERRALS

Rev. 114/20212025

COMPREHENSIVE ASSESSMENTBasic Skills Deficiency ☐ Yes ☐ NoLimited English Proficiency (LEP) ☐ Yes ☐ No

Basic Skills/Grade Levels: Math Level: Reading Level: Language Level:

Testing Date:

Completed Comprehensive Assessment on:

Assessment Type:

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LABOR MARKET INFORMATION**Conducted career exploration and attained knowledge of:**

1. ☐ Yes ☐ No Labor market trends
2. ☐ Yes ☐ No Required skills
3. ☐ Yes ☐ No Training requirements
4. ☐ Yes ☐ No Wage match requirements
5. ☐ Yes ☐ No Non-traditional careers/employment

Labor Market Research Completed On:

Research Tool(s) Used:

Desired Occupation is In-Demand: ☐ Yes ☐ NoDesired Industry Sector is a Priority Sector: ☐ Yes ☐ NoInterested in non-traditional employment: ☐ Yes ☐ No**ADDITIONAL COMMENTS****PARTICIPANT/CASE MANAGER SIGNATURES AND DATES**

(Refer to Electronic Signature Instructions, if needed)

Participant Name

Participant Signature

Date

Case Manager Name

Case Manager Signature

Date



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DEVELOPMENT BOARD
Orange County job seekers, youth and business programs and services

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CALIFORNIA

WIOA Adult & Dislocated Worker Program INDIVIDUAL EMPLOYMENT PLAN (IEP)

Participant Name	_____	Date	_____
Email Address	_____	Case Manager	_____

RATIONALE FOR ENROLLMENT INTO WIOA SERVICES

(Rationale shall be clear in explaining why the Participant ~~is in need of~~ needs staff-assisted services and how these services will assist the Participant with attaining employment)

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GOALS

Goal Type	Short-Term Goal	Long-Term Goal
Educational		
Training		
Employment		
Personal Development		

CAREER SERVICE ACTION PLAN OBJECTIVE

(Training services and supportive services details are to be noted in the next sections.)

	START DATE	ESTIMATED END DATE	ACTUAL END DATE
1			
RESULTS:			
2			
RESULTS:			

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INDIVIDUAL EMPLOYMENT PLAN (IEP)

3				
RESULTS:				
4				
RESULTS:				
5				
RESULTS:				

RATIONALE FOR ENROLLMENT INTO TRAINING SERVICES

(Rationale shall be clear in explaining why the Participant **is in need of needs** training and how this training will assist the Participant with attaining employment.)

Please provide responses to the following questions:

- Before receiving training services is the individual determined appropriate for training services based upon standardized tests, interviews, inventory of applicants' fields of interests, skills assessments, career exploration, available labor market information, and other data collected that is relevant to the type of training the individual is applying for? ☐ Yes ☐ No
- Did assessment determine the individual is unlikely to obtain or retain employment? ☐ Yes ☐ No
- Did assessment determine the individual needs training to obtain or retain employment? ☐ Yes ☐ No
- Did assessment determine the individual has the skills and qualifications to successfully participate in training? ☐ Yes ☐ No
- Did assessment determine the individual is a member of the priority population? ☐ Yes ☐ No
- Does the file justify the need for training? ☐ Yes ☐ No
- Will the training result in a credential/certificate that will lead to employment in a demand occupation? ☐ Yes ☐ No
- If the individual is between the ages of 18-24 or they considered a dependent? ☐ Yes ☐ No
- Is the individual/family self-sufficient? ☐ Yes ☐ No

Rationale:

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TRAINING SERVICE PLAN	START DATE	ESTIMATED END DATE	ACTUAL END DATE	RESULTS

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INDIVIDUAL EMPLOYMENT PLAN (IEP)

SUPPORTIVE SERVICES		
NEED	COMMENTS	DATE(s)
<input type="checkbox"/> Linkages to community services		
<input type="checkbox"/> Transportation		
<input type="checkbox"/> Child/Dependent Care		
<input type="checkbox"/> Housing		
<input type="checkbox"/> Needs-related payments		
<input type="checkbox"/> Educational testing		
<input type="checkbox"/> Reasonable accommodations (persons with disabilities)		
<input type="checkbox"/> Legal aid services		
<input type="checkbox"/> Referrals to health care		
<input type="checkbox"/> Uniforms or work-related attire/tools		
<input type="checkbox"/> Books and school supplies (post-secondary student)		
<input type="checkbox"/> Employment/training fees		

PARTICIPANT/CASE MANAGER SIGNATURES AND DATES

(Refer to Electronic Signature Instructions, if needed)

Participant Name	Participant Signature	Date
Case Manager Name	Case Manager Signature	Date

INDIVIDUAL EMPLOYMENT PLAN (IEP)

INDIVIDUAL EMPLOYMENT PLAN & PROGRAM AGREEMENT

I, _____, took part in completing/developing this Individual Employment Plan (IEP) with
(Participant's Name)
 my Case Manager. I have reviewed the initial assessment and IEP with my Case Manager and understand and support the recommended goals, outcomes and/or planned services. I understand that the information will be used as a guide in designing program services and activities during my participation in the program.

As a participant of the OC One-Step Workforce Solutions, I was made aware of and agree to the following:

1. ~~To immediately notify~~ my Case Manager if I change my address, phone number, or email address;
2. ~~To maintain~~ regular communication with my Case Manager (at least once per month); I understand that my case can be closed if I go 90 days without participating in services.
3. Seek, accept, and maintain employment that meets my planned goal(s) as stated in my IEP plan.
- 3.4. ~~To update~~ Contact my Case Manager to notify them of any changes in my employment/education status; and submit appropriate documents (such as paystub, certificates, etc.); I understand
- 4.5. ~~To participate~~ Stay in contact with my Case Manager for up to 12 months of follow-up services and activities such as: employment retention; counseling; wage progression; referrals to supportive services; ~~and~~ and referrals to partner agencies.

PARTICIPANT/CASE MANAGER SIGNATURES AND DATES

(Refer to Electronic Signature Instructions, if needed)

Participant Name

Participant Signature

Date

Case Manager Name

Case Manager Signature

Date

INDIVIDUAL EMPLOYMENT PLAN (IEP)

Individual Employment Plan Update		
Date	IEP Review/Update	Participant and Case Manager Initials

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EXIT & POST EXIT FOLLOW-UP SERVICES

Date of Closure/Exit:

Closed/Exited with Employment: ☐ Yes ☐ No
Global Exclusion: ☐ Yes ☐ No Reason for Exclusion:

Post-Exit Follow-up Services

Date	Service	Results



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Attachment III

Electronic Signature Instructions

Service Provider Signature Set-Up

1. In the Word document, place your pointer where you want to create a signature line.
2. On the Insert tab at the top, in the Text group (right side of tool bar), click the Signature Line list, and then click Microsoft Office Signature Line.
3. In the Signature Setup dialog box, type information that will appear beneath the signature line:
 - Suggested signer: the signer's full name
 - Suggested signer's title: the signer's title, if any.
 - Suggested signer's e-mail address: the signer's e-mail address, if needed.
 - Instructions to the signer: add instructions for the signer, such as "Before signing the document, verify that the content is correct."
4. Select one or both of the following check boxes:
 - Allow the signer to add comments in the Sign dialog box
 - Show sign date in signature line - the date the document was signed will appear with the signature.
5. Repeat for additional signature lines.
6. Save document and email to participant.
7. A signature message bar will remain until the document is signed.
8. If the document will be printed and not electronically signed, follow steps 1-5 above to add the signature lines and then save and print for the participant.

Participant

1. Once the document is received, download and save the document. If the document is in read-only, the participant will not be able to sign the document until saved.
2. In the file, right-click the signature line. (If the file opens in protected view, click "edit anyway" if the file is from a reliable source)
3. From the menu, select Sign.
 - To add a printed version of your signature, type your name in the box next to the **X**.
 - To select an image of your written signature, click "Select Image". In the Select Signature Image dialog box, find the location of your signature image file, select the file that you want, and then click Select.
 - To add a handwritten signature (Tablet PC users only), sign your name in the box next to the X by using the inking feature.
4. Click Sign, save, and email back to Service Provider.

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Rev. 4/2025*



DYLAN WRIGHT
DIRECTOR
OC COMMUNITY RESOURCES

CYMANTHA ATKINSON
ASSISTANT DIRECTOR
OC COMMUNITY RESOURCES

JOANNE VEEDOR
DIRECTOR
ADMINISTRATIVE SERVICES

MONICA SCHMIDT
DIRECTOR
OC ANIMAL CARE

JULIA BIDWELL
DIRECTOR
OC HOUSING & COMMUNITY
DEVELOPMENT

RENEE RAMIREZ
DIRECTOR
OC COMMUNITY SERVICES

PAM PASSOW
DIRECTOR
OC PARKS

JULIE QUILLMAN
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

OC Community Resources

Date: April 30, 2025

To: WIOA Subrecipients of the Orange County
Workforce Development Board

From: Nancy Cook
Director of Workforce and Economic Development

Subject: WIOA Assessments and Individual Employment Plan (IEP)
Policy
Information Notice No. 25-OCWDB-04
Supersedes Information Notice No. 21-OCWDB-06,
15-OCWDA-03

PURPOSE

The purpose of this policy is to provide guidance on conducting comprehensive and specialized assessments and developing Individual Employment Plans (IEPs) for participants in the Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker (DW) programs.

EFFECTIVE DATE

This policy is effective immediately upon issuance.

REFERENCES

- WIOA (Public Law 13-128) Sections 134(c)(2)(A) (xii)(II), (c)(3)(F)(ii)
- Title 20 Code of Federal Regulations (CFR) 680.170

BACKGROUND

The WIOA mandates that comprehensive and specialized assessments be conducted to evaluate the skill levels and service needs of Adults and Dislocated Workers. WIOA also requires the development of Individual Employment Plans (IEPs) to establish employment goals, identify a customized personal service strategy aligned with the participant's strengths, barriers, and career objectives.

POLICY

Service Providers must conduct assessments and develop Individual Employment Plans (IEPs) for all participant receiving Individualized Career Services and Training Services.

Initial Assessment

The Initial Assessment is a preliminary evaluation to determine a participant's eligibility for WIOA Title I Programs, academic level, occupational skills and interests, and supportive service needs. When conducting an Initial Assessment, Service Providers shall do the following:



1300 SOUTH GRAND
BLDG. B, SECOND FLOOR
SANTA ANA, CA 92705
PHONE: 866.500.6587
FAX: 714.567.7132

- Follow guidance outlined in the Adult and Dislocated Worker Program Eligibility Policy to determine an individual's eligibility for WIOA programs.
- Document the development of the Initial Assessment in CalJOBS with a detailed case note and the appropriate activity codes when the WIOA application is completed.
- Adhere to the guidance outlined in the CalJOBS Document Imaging and Scanning Policy for managing eligibility documentation records.

Objective Assessment

The Objective Assessment is a comprehensive evaluation of a participant's the academic skill levels and service needs. It must be completed before providing any Individualized Career or Training Services and should be completed within the first two weeks of program enrollment but no later than 30 days from the date of enrollment. When completing an Objective Assessment, Service Providers shall conduct the academic assessment utilizing one of the following assessments:

- Test of Adult Basic Education (TABE);
- Comprehensive Adult Student Assessment Systems (CASAS);
- Basic English Skills Test (BEST); or
- Massachusetts Adult Proficiency Test (MAPT).
- ACT WorkKeys will be used for training enrollment requirements only and is not intended to measure Educational Functioning Levels (EFL) for performance.

Academic assessments conducted prior to or as part of WIOA engagement can be utilized to assess an individual's academic skill levels if conducted within the last six months.

Individuals with a bachelor's degree or higher may be exempt from completing the academic assessment required for access to Individualized Career Services or Training Services, provided that verification is submitted. For verification, the participant must provide a copy of the degree or official transcripts, which must be uploaded by the Service Provider into CalJOBS. Detailed case notes must document the exemption and the participant's credentials in CalJOBS or the appropriate case management system. However, if the participant is unable to provide the required verifiable documentation, an academic assessment is required.

The development and updates to the Objective Assessment must be documented in CalJOBS through a detailed case note, along with the use of the appropriate activity codes.

Occupational Assessments

Occupational Assessments offer opportunities for individuals to explore several different attributes that may influence their potential success and satisfaction with different career options and work environments. Occupational assessments help participants to assess and reflect on:

- Prior work experience
- Employability
- Interests
- Values
- Aptitudes

In conjunction, a resume shall be developed for all participants enrolled in Individualized Career Services and uploaded into CalJOBS. Resumes shall be reviewed and updated to remain

current. Resume modifications or updates must be documented in CalJOBS through a detailed case note and the appropriate activity codes.

In addition to assessments of a participant's interests, skills, and values, the Service Provider and participant must consider occupational assessments in the context of local labor market information. Assessment strategies shall center around helping individuals to identify, prepare for, and meet performance competencies associated with their long-term occupational interests, including assessments focused on:

- Analysis of Labor Market Information that aligns the participant's goals with local job market opportunities and expands career objectives
- Structured and/or unstructured in-depth interviews
- Evaluations or assessments completed by partner program
- Performance Assessments (e.g., skills or work samples, including those that measure interest and capability to train in nontraditional employment)
- Interest measures (e.g., Campbell Interest and Skill Survey, Holland Self-Assessment Interest Survey, O*NET Interest Profiler, My Next Move)
- Career guidance instruments
- Work and personal measures
- Personality inventories
- Occupation-specific assessments
- Skills and aptitude assessments/ tests, or basic skills tests

Supportive Service Assessment

An evaluation of additional barriers to employment must be conducted beyond barriers specific to academic or occupational skill levels. This assessment focuses on the circumstances that may affect a participant's ability to engage in education or employment opportunities, including specific developmental needs. Assessment processes must include a holistic review of an individual's life experiences. For example, childcare, transportation, and/or basic needs.

The supportive service assessment must also include an evaluation of technology needs and the access of individuals to computers and high-speed internet, as well as digital literacy. A supportive services assessment should identify WIOA services that can help support an individual as part of a service strategy, as well as identify additional programs and resources that could offer additional targeted supports. The purpose and goal of this assessment is to ensure participants receive comprehensive assistance that supports long-term success in their employment and training plans.

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The IEP is an individualized career service and an ongoing strategy, that is developed jointly by the participant and the Service Provider. The purpose of the plan is to identify employment goals, achievement objectives, and an appropriate combination of services for the participant to achieve their employment goals. The IEP must be based on the results of the assessment. All elements of the IEP must focus on career goals, education goals, and overcoming barriers to employment. The IEP must provide a framework including timeframes, resources, and incremental steps for the participant to achieve the overall goals. Before creating an IEP, the Service Provider must verify eligibility and ensure the Initial and Objective Assessment are conducted and documented in CalJOBS.

The IEP is a "living document" that must be reviewed regularly and updated at a minimum of every 30 days or as needed based on the participant needs. These updates must reflect

progress on goals, benchmarks, objectives, changes in activities or services, revisions to short-term and/or long-term goals, new achievements and barriers identified during ongoing consultation with the participant.

Documentation

The IEP must be signed and dated by both the participant and Service Provider to reflect mutual agreement and be revised as needed. Participant must be provided a copy, either in print or electronic format, based on the participant's preference. The signed IEP must be uploaded in the CalJOBS documents section with a linked case note to document changes.

All revisions to the IEP must be made collaboratively with the participant's consent. The IEP revisions must be initialed by both the participant and Service Provider and be recorded in CalJOBS using the appropriate activity codes. Detailed case notes must also be entered to summarize changes made or progress achieved.

The IEP must be closed when the participant exits WIOA Title I Services. This includes:

- Closing all associated goals, objectives, and activities in the system.
- Ensuring documentation is complete and outcomes are recorded in the case notes.
- Communicating with the participant about the closure of the plan.

Handling Personally Identifiable Information (PII)

Any personal information pertinent to the Initial Assessment, Objective Assessments, and IEP shall be collected and stored in compliance with the Personally Identifiable Information (PII) Policy, ensuring confidentiality and adherence to applicable regulations regarding private information.

System Downtime Protocols

In cases where CalJOBS may be unavailable, paper forms shall be utilized in lieu of CalJOBS (refer to Attachment I and Attachment II). When CalJOBS is restored, the Objective Assessment Section and IEPs should be updated to match the paper documents. All paper forms must be scanned and uploaded into CalJOBS in the documents section with a substantial case note documenting the reason for the paper forms. Refer to the CalJOBS Document Imaging and Scanning Policy for guidelines on the secure destruction of paper documents after digitization and upload.

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- CalJOBS signature feature: Use the built-in signature functionality in CalJOBS (refer to Attachment III for detailed instructions).
- Alternative platforms: Platforms such as DocuSign or Adobe Sign may be used as alternatives to facilitate electronic signatures, as allowable per applicable regulations.
- Wet signatures: Scan the signed documents and upload into CalJOBS.

ACTION

Bring this policy to the attention of all staff and all relevant parties.

INQUIRIES

If you have any questions regarding this policy, please email info@ocworkforcesolutions.com.

ATTACHMENTS

Attachment I – Objective Assessment Template

Attachment II – Individual Employment Plan Template

Attachment III – Electronic Signature Instructions

WIOA Assessments and Individual Employment Plan (IEP) Policy Attachments

Attachment I - Objective Assessment Template

Attachment II - Individual Employment Plan Template

Attachment III - Electronic Signature Instructions



WIOA Adult & Dislocated Worker Program INDIVIDUAL OBJECTIVE ASSESSMENT

Participant Name

Date

Email Address

Case Manager

EMPLOYMENT INFORMATION

Employment Goal/Occupation: _____

Industry Cluster:

- ☐ Business & Professional Services ☐ Energy, Environment & Green ☐ Construction ☐ Manufacturing
☐ Finance, Insurance & Real Estate ☐ Health Care ☐ Information Technology ☐ Logistics & Transportation
☐ Biotechnology/Nanotechnology ☐ Hospitality & Tourism

Expected Wage: \$ _____ per hour Annual Salary: \$ _____ Estimated months to achieve goal _____

How many miles are you willing to travel to work? _____ Are you willing to Relocate? ☐ Yes ☐ No

Computer Proficiency: (Check one) ☐ No Experience ☐ Beginner ☐ Intermediate ☐ Advanced

Occupational Skills:

EDUCATION AND TRAINING

Highest Grade Completed
(i.e., 12 HS, 14 AA, 16 BA/BS):

Degree Attained:

Certificates or Licenses:

School Status at
Participation

MOST RECENT EMPLOYER (If available, a copy of the Participants resume shall be placed in the case file)

FROM	TO	EMPLOYER	WAGE	JOB TITLE	DUTIES

STRENGTHS/BARRIERS RELATED TO EMPLOYMENT AND JOB RETENTION

STRENGTHS	CHALLENGES/BARRIERS	RESOURCES/REFERRALS

COMPREHENSIVE ASSESSMENTBasic Skills Deficiency ☐ Yes ☐ NoLimited English Proficiency (LEP) ☐ Yes ☐ No

Basic Skills/Grade Levels:

Math Level:

Reading Level:

Language Level:

Testing Date:

Completed Comprehensive Assessment on:

Assessment Type:

LABOR MARKET INFORMATION**Conducted career exploration and attained knowledge of:**

1. ☐ Yes ☐ No Labor market trends
2. ☐ Yes ☐ No Required skills
3. ☐ Yes ☐ No Training requirements
4. ☐ Yes ☐ No Wage match requirements
5. ☐ Yes ☐ No Non-traditional careers/employment

Labor Market Research Completed On:

Research Tool(s) Used:

Desired Occupation is In-Demand: ☐ Yes ☐ NoDesired Industry Sector is a Priority Sector: ☐ Yes ☐ NoInterested in non-traditional employment: ☐ Yes ☐ No**ADDITIONAL COMMENTS****PARTICIPANT/CASE MANAGER SIGNATURES AND DATES**

(Refer to Electronic Signature Instructions, if needed)

Participant Name

Participant Signature

Date

Case Manager Name

Case Manager Signature

Date



WIOA Adult & Dislocated Worker Program INDIVIDUAL EMPLOYMENT PLAN (IEP)

Participant Name _____	Date _____
Email Address _____	Case Manager _____

RATIONALE FOR ENROLLMENT INTO WIOA SERVICES

(Rationale shall be clear in explaining why the Participant needs staff-assisted services and how these services will assist the Participant with attaining employment)

GOALS

Goal Type	Short-Term Goal	Long-Term Goal
Educational		
Training		
Employment		
Personal Development		

CAREER SERVICE ACTION PLAN OBJECTIVE

(Training services and supportive services details are to be noted in the next sections.)

	START DATE	ESTIMATED END DATE	ACTUAL END DATE
1			

RESULTS:

2			
---	--	--	--

RESULTS:

INDIVIDUAL EMPLOYMENT PLAN (IEP)

3				
RESULTS:				
4				
RESULTS:				
5				
RESULTS:				

RATIONALE FOR ENROLLMENT INTO TRAINING SERVICES

(Rationale shall be clear in explaining why the Participant needs training and how this training will assist the Participant with attaining employment.)

Please provide responses to the following questions:

1. Before receiving training services is the individual determined appropriate for training services based upon standardized tests, interviews, inventory of applicants' fields of interests, skills assessments, career exploration, available labor market information, and other data collected that is relevant to the type of training the individual is applying for? ☐Yes ☐No
2. Did assessment determine the individual is unlikely to obtain or retain employment? ☐Yes ☐No
3. Did assessment determine the individual needs training to obtain or retain employment? ☐Yes ☐No
4. Did assessment determine the individual has the skills and qualifications to successfully participate in training? ☐Yes ☐No
5. Did assessment determine the individual is a member of the priority population? ☐Yes ☐No
6. Does the file justify the need for training? ☐Yes ☐No
7. Will the training result in a credential/certificate that will lead to employment in a demand occupation? ☐Yes ☐No
8. If the individual is between the ages of 18-24 or they considered a dependent? ☐Yes ☐No
9. Is the individual/family self-sufficient? ☐Yes ☐No

Rationale:

TRAINING SERVICE PLAN	START DATE	ESTIMATED END DATE	ACTUAL END DATE	RESULTS

INDIVIDUAL EMPLOYMENT PLAN (IEP)

SUPPORTIVE SERVICES			
NEED		COMMENTS	DATE(s)
<input type="checkbox"/>	Linkages to community services		
<input type="checkbox"/>	Transportation		
<input type="checkbox"/>	Child/Dependent Care		
<input type="checkbox"/>	Housing		
<input type="checkbox"/>	Needs-related payments		
<input type="checkbox"/>	Educational testing		
<input type="checkbox"/>	Reasonable accommodations (persons with disabilities)		
<input type="checkbox"/>	Legal aid services		
<input type="checkbox"/>	Referrals to health care		
<input type="checkbox"/>	Uniforms or work-related attire/tools		
<input type="checkbox"/>	Books and school supplies (post-secondary student)		
<input type="checkbox"/>	Employment/training fees		

PARTICIPANT/CASE MANAGER SIGNATURES AND DATES

(Refer to Electronic Signature Instructions, if needed)

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INDIVIDUAL EMPLOYMENT PLAN (IEP)

INDIVIDUAL EMPLOYMENT PLAN & PROGRAM AGREEMENT

I, _____, took part in completing/developing this Individual Employment Plan (IEP) with
(Participant's Name)
 my Case Manager. I have reviewed the initial assessment and IEP with my Case Manager and understand and support the recommended goals, outcomes and/or planned services. I understand that the information will be used as a guide in designing program services and activities during my participation in the program.

As a participant of the OC Workforce Solutions, I was made aware of and agree to the following:

1. Notify my Case Manager if I change my address, phone number, or email address;
2. Maintain regular communication with my Case Manager (at least once per month). I understand that my case can be closed if I go 90 days without participating in services.
3. Seek, accept, and maintain employment that meets my planned goal(s) as stated in my IEP plan.
4. Contact my Case Manager to notify them of any changes in my employment/education status; and submit appropriate documents (such as paystub, certificates, etc.).
5. Stay in contact with my Case Manager for up to 12 months of follow-up services and activities such as: employment retention; counseling; wage progression; referrals to supportive services; and referrals to partner agencies.

PARTICIPANT/CASE MANAGER SIGNATURES AND DATES (Refer to Electronic Signature Instructions, if needed)		
_____ Participant Name	_____ Participant Signature	_____ Date
_____ Case Manager Name	_____ Case Manager Signature	_____ Date

INDIVIDUAL EMPLOYMENT PLAN (IEP)

Individual Employment Plan Update		
Date	IEP Review/Update	Participant and Case Manager Initials

EXIT & POST EXIT FOLLOW-UP SERVICES

Date of Closure/Exit:

Closed/Exited with Employment: ☐ Yes ☐ No

Global Exclusion: ☐ Yes ☐ No Reason for Exclusion:

Post-Exit Follow-up Services

Date	Service	Results



Electronic Signature Instructions

Service Provider Signature Set-Up

1. In the Word document, place your pointer where you want to create a signature line.
2. On the Insert tab at the top, in the Text group (right side of tool bar), click the Signature Line list, and then click Microsoft Office Signature Line.
3. In the Signature Setup dialog box, type information that will appear beneath the signature line:
 - Suggested signer: the signer's full name
 - Suggested signer's title: the signer's title, if any.
 - Suggested signer's e-mail address: the signer's e-mail address, if needed.
 - Instructions to the signer: add instructions for the signer, such as "Before signing the document, verify that the content is correct."
4. Select one or both of the following check boxes:
 - Allow the signer to add comments in the Sign dialog box
 - Show sign date in signature line - the date the document was signed will appear with the signature.
5. Repeat for additional signature lines.
6. Save document and email to participant.
7. A signature message bar will remain until the document is signed.
8. If the document will be printed and not electronically signed, follow steps 1-5 above to add the signature lines and then save and print for the participant.

Participant

1. Once the document is received, download and save the document. If the document is in read-only, the participant will not be able to sign the document until saved.
2. In the file, right-click the signature line. (If the file opens in protected view, click "edit anyway" if the file is from a reliable source)
3. From the menu, select Sign.
 - To add a printed version of your signature, type your name in the box next to the **X**.
 - To select an image of your written signature, click "Select Image". In the Select Signature Image dialog box, find the location of your signature image file, select the file that you want, and then click Select.
 - To add a handwritten signature (Tablet PC users only), sign your name in the box next to the X by using the inking feature.
4. Click Sign, save, and email back to Service Provider.

WIOA Youth Incentives and Stipends Policy

Redline and Clean Version

Information Notice No. 25-OCWDB-05

Supersedes Information No. 21-OCWDB-13



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OC Community Resources

Date: November 24, 2021 April 30, 2025

To: WIOA ~~and Other~~ Subrecipients of the Orange County
Workforce Development Area Board

From: Carma Laey Nancy Cook
Director of Workforce and Economic Development

Subject: WIOA Youth Incentives and Stipends Policy
Information Notice No. 21-OCWDB-1325-OCWDB-05
Supersedes Information Notice No. 21-OCWDB-13, 15-
OCWDB-05

PURPOSE

This policy provides guidelines to guidance for the provision allowalbe allowable
use of incentives and stipends to-for eligible participants enrolled in-the Youth
program under Title I Youth Programs under of the the WIOA Workforce Innovation
and Opportunity Act (WIOA). Service Providers for the distribution of stipends plan
to WIOA program participants.

EFFECTIVE DATE

This policy is effective on the date of issuance.

REFERENCES

- Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128,
Section 129
- USDOL, Training and Employment Guidance Letter (TEGL) 21-16, Third
WIOA Title I Youth Program Guidance Workforce Services Directive (WSD)
23-08, Stipends and Incentives -Payments
- WSD-24-02 WSD 24-05, CalJOBS Activity Codes
- Title 2 CFR Section 200.438, Entertainment Costs (March 2, 2017)
- Title 20 CFR Part 681, Youth Activities under Title I of the WIOA

EFFECTIVE DATE

This policy is effective immediately upon issuance.

BACKGROUND

WIOA allows the payment of stipends to youth who achieve established and
measurable goals as a result of program participation. Stipends are expected to
reward youth for attainment of WIOA performance outcomes and/or key
benchmarks toward those outcomes and encourage youth to remain in activities
throughout program duration. Since WIOA Youth programs are driven by
performance outcomes, stipends encouraging successful program completion are
beneficial to youth, WIOA Youth Service Providers, and the local region. Under
WIOA law and applicable State regulations, stipends and incentive payments are
permitted allowable to-for eligible participants. These supports are designed to

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encourage engagement, reinforce positive participation, and promote successful outcomes in workforce programs. They are intended to be strong motivators that help enable participation and lead to more successful outcomes for workforce program participants.

DEFINITIONS

Incentives – Payments paid awarded to youth participants for to recognize and reinforce recognition and achievement directly tied to program participation: work experience, education, training, employment goals, or other program activities. Incentives may be awarded for, but are not limited to, the following goals/accomplishments:

- Attainment of skill goals (basic skills, work readiness, and/or occupational goal)
- Attainment of degree or recognized certificate (afterpost-enrollment)
- Placement in employment or education
- Retention of employment or education

POLICY AND PROCEDURES

Service Providers shall use the guidelines provided herein when awarding stipends to youth participants. Stipends may be allowed for participants enrolled in County-approved WIOA Earn & Learn Programs. Providing stipends is an option for each Service Provider and is not required. Service Providers are strongly encouraged to be strategic when providing stipends to youth to ensure the best utilization of stipends based upon budget constraints.

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Stipends – Fixed payments paid provided to youth participants for participation in a training or other workforce activity that requires a substantial or regularly scheduled time commitment.

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Stipends are intended to offset costs as a form of financial support paid to a participant to help cover the costs associated with living expenses, travel, and/or materials needed to participate and be successful in training or other workforce activities that contribute to achieving their goals. Stipends may be awarded for, but are not limited to, the following activities:

- AttendanceParticipation in-at Earn & Learn Program
- AttendanceParticipation atin workshops
- Participationants in community service projects, service-learning projects, and/or job shadowing

POLICY

The Orange County Workforce Development Board (OCWDB) allowspermits Youth Service Providers to develop a youth incentive and stipend plan, which shall be directly linked to the youth's attainment of WIOA performance outcomes, key benchmarks toward those outcomes, and/or successful engagement in the program and follow-up activities. The youth plan must be submitted and approved by the OCWDB Contract Administrator and Program Manager, at minimum, contain the guidelines and elements identified in this policy as well as articulate the awarded amount for each associated activity. WIOA Youth Service Providers are strongly encouraged to be strategic with establishing incentive and stipend plans for youth to ensure the best utilization of funds based upon budget constraints. Although, providing incentives and stipends is an option, Service Providers are not required to provide unless OCWBD requires it for a specific program.

Incentive and Stipend Logs

All WIOA Youth Service Providers who implement a youth incentive and stipend plan shall ensure to include all incentive/stipend details in the participant's designated log.

- All incentive details must be specified in the participant's WIOA-Incentives Log (Attachment I), including the amount awarded to the participant, accomplishment description with supporting documentation, funding source used, issuing case manager's signature, and participant's acknowledgement of receipt.
- All stipend details must be recorded in the participant's WIOA-Stipends Log (Attachment II), including the amount paid to participant, activity attended, participant's actual time in the activity, funding source used, issuing case manager's signature, and participant's acknowledgement of receipt.

Payment Requirements

All participant and financial records related to incentive and stipend payments must be maintained in compliance with WIOA financial management standards. These records must be made available upon request by local, state, or federal monitors and must include:Participant records and financial documentationrecords pertaining to payments must be maintained in accordance with WIOA financial management standards and made must be made available for review by local, state, and federal monitors. and must meet financial management standards in WIOA Records must contain including sufficient information detail to provide the following:

- CA-comparison of actual expenditures with the budgeted amounts of each contract.
- Supporting documentation for accounting records to ensure proper charging of costs and cost allocation.

Payments to participants shall not exceed the following:

- Incentives; Total cumulative stipend payments to any participant may not exceed \$800

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in a participant's lifetime. Exceptions to the maximum for incentives require prior OCWDB Director approval.

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- *Stipends*: Total cumulative stipend payments to any participant may not exceed \$800 in a participant's lifetime.

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A stipend is a fixed regular small payment made to a WIOA youth and special grant/initiative participants during his/her Earn & Learn enrollment to encourage participation in the activity (seat/participation time payments). Stipends are allowed only when there is no employee-employer relationship.

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Online Earn & Learn programs are allowable as long as participation/seat time can be verified. A participant may not be awarded a stipend if already in paid activities including, work experience, OJT, and internships.

Guidelines

1. Stipends are limited in hours and rates; WIOA Earn & Learn programs must **not exceed thirty (30) hours per week** and must **not exceed \$450.00 per week**;
2. Stipends may not exceed \$15.00/hour.
3. All Earn & Learn programs are based on schedules determined and approved by the County;
4. All stipend payments must be relevant to the results of the objective assessment of each participant's ISP;
5. All stipend details must be recorded in the participant's Stipend Log, including activity attended, participant's actual time in the activity, the funding source used, the issuing case manager's signature, and the participant's acknowledgement of receipt;
6. Appropriate activity code for stipends shall be entered in CalJOBSSM, updated during the participation in the program, and closed on the actual end date of the service;
7. Participant records (ISP/Case Notes/Stipend Log) and financial records pertaining to stipend payments must be made available for review by local, state, and federal monitors and must meet financial management standards in WIOA including enough information to provide:
 - A comparison of actual expenditures with the budgeted amounts of each contract.
 - Support for accounting records to ensure proper charging of costs and cost allocation.

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Payment of Stipends

Payment must be based on actual (seat) time of participant in the activity as documented in attendance records. Stipend payments are based on terms approved by the County to include, date, time, stipend rates, location and training provided for each Earn & Learn program.

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Stipend payment are to be paid at a minimum of every two weeks using a consistent system for all program participants.

Though stipends are not considered payroll and income tax is not to be withheld by the Service Provider, they are considered miscellaneous compensation for the participant and count as taxable income for the participant. Stipends are not considered income for WIOA eligibility purposes. Stipend payments must be in compliance with cost principles in 2 CFR part 200.

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Documentation

- Attendance in the activity must be documented and maintained in the participant's file.
- The attendance records must be signed by the participant and verified by the

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appropriate staff before payment can be made. Attendance records must be kept for each Earn and Learn program.

Case file documentation includes:

1. Attendance records
2. ISPs and case notes
3. Stipend Log

Documentation

All incentive and stipend payments must be relevant to the youth's objective assessment in the Individual Service Plan (ISP) and be documented in CalJOBS through case notes and appropriate activity code(s). When providing incentive and/or stipend payments, the following must be documented in the participant case file (case note):

1. Justification for why incentives and/or stipends are being provided.
2. Explanation of how the contribution it makes to the participant's success.
3. Calculation method used to determine the amount awarded. How the incentive or stipend payment was calculated.

Appropriate activity code(s) shall be entered in CalJOBS at the start of the service, updated during the participation in the program, and closed on the actual end date of the service. Activity code(s) entered in CalJOBS must be as follows:

- Youth Incentives: Activity Code 419 (Supportive Service: Incentive Payment)
*If participants receive incentives during follow-up, designated activity code for follow-up incentives shall be used and entered in CalJOBS.
- Youth Stipends: Activity Code 494 (Supportive Service: Stipend)

Service Providers must verify that the associated activity or achievement actually occurred, as documented in the participant's case file, before issuing payments. Attendance records or achievement verification must be retained for monitoring and audit purposes. Service Providers must verify that participation or achievements occurred in accordance with the terms of the payments documented in the participant case file prior to providing payments. In addition, documentation must be maintained to verify that participation or achievements occurred, for monitoring and audits purposes.

Limitations

According to federal guidelines, WIOA funds may not be used to pay for administrative fees related to incentives, including gift card activation fees and digital funds transfers fees. Therefore, funds used for incentives and stipends cannot be spent on entertainment costs (e.g. movie or sporting events, gift cards to movie theaters or other venues whose sole purpose is entertainment).

In addition, incentives and stipends cannot be paid in lieu of wages and therefore are not considered payroll. Stipends may be paid based on actual hours of attendance and must not exceed eight (8) hours a day for the activity. Payment must be based on actual (seat) time of participant in the activity as documented on the attendance sheet and signed by the appropriate staff and participant. It shall be noted that, Online Earn & Learn programs are allowable if participation/seat time can be verified. However, a participant may not be awarded a stipend if already in paid activities including, work experience, OJT, and internships.

WIOA Youth Service Providers must not withhold taxes from incentive or stipend payments. These payments are considered miscellaneous income and are taxable. Participants are responsible for reporting them on their personal tax returns.

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Service Providers are responsible for informing participants of potential tax implications and must also advise that these payments may affect eligibility for public benefits, particularly those impacted by earned or unearned income. Although income tax must not be withheld by the WIOA Youth Service Provider, they are considered miscellaneous compensation for the participant and count as taxable income for the participant. Service Providers are responsible of determining if payments provided to participants are deemed taxable and are responsible for informing participants of potential tax implications. Additionally, participants must be informed that there could be an impact to public benefits that are affected by earned or unearned income received.

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ACTION

Bring this policy to the attention of all staff and relevant parties.

INQUIRIES

If you have any questions regarding this policy, please ~~contact your Contract Administrator at 714-480-6500~~ email info@ocworkforcesolutions.com.

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ATTACHMENTS

Attachment I: ~~WIOA~~ Incentives Log
Attachment II ~~WIOA~~ Stipends Log

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~~WIOA YOUNG ADULT~~ INCENTIVES LOG

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Attachment I – Incentives Log

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Attachment I – Incentives Log

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Attachment II – Stipends Log

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DYLAN WRIGHT
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CYMANTHA ATKINSON
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JULIE QUILLMAN
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

OC Community Resources

Date: April 30, 2025

To: WIOA Subrecipients of the Orange County
Workforce Development Board

From: Nancy Cook
Director of Workforce and Economic Development

Subject: WIOA Youth Incentives and Stipends Policy
Information Notice No. 25-OCWDB-05
Supersedes Information Notice No. 21-OCWDB-13,
15-OCWDB-05

PURPOSE

This policy provides guidance for the allowable use of incentives and stipends for eligible participants enrolled in Title I Youth Programs under the Workforce Innovation and Opportunity Act (WIOA).

EFFECTIVE DATE

This policy is effective on the date of issuance.

REFERENCES

- Workforce Services Directive (WSD) 23-08, Stipends and Incentive Payments
- WSD 24-05, CalJOBS Activity Codes
- Title 2 CFR Section 200.438, Entertainment Costs
- Title 20 CFR Part 681, Youth Activities under Title I of the WIOA

BACKGROUND

Under WIOA law and applicable State regulations, stipends and incentive payments are allowable for eligible participants. These supports are designed to encourage engagement, reinforce positive participation, and promote successful outcomes in workforce programs.

DEFINITIONS

Incentives – Payments awarded to youth participants to recognize and reinforce achievement directly tied to program participation: work experience, education, training, employment goals, or other program activities. Incentives may be awarded for, but are not limited to, the following goals/accomplishments:

- Attainment of skill goals (basic skills, work readiness, and/or occupational)
- Attainment of degree or recognized certificate (post-enrollment)
- Placement in employment or education
- Retention of employment or education



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Stipends – Fixed payments provided to youth participants for participation in a training or other workforce activity that requires a substantial or regularly scheduled time commitment. Stipends are intended to offset costs as a form of financial support paid to a participant to help cover the costs associated with expenses, travel, and/or materials needed to participate and be successful in training or other workforce activities that contribute to achieving their goals. Stipends may be awarded for, but are not limited to, the following activities:

- Participation in Earn & Learn Program
- Participation in workshops
- Participation in community service projects, service-learning projects, and/or job shadowing

POLICY

The Orange County Workforce Development Board (OCWDB) permits Youth Service Providers to develop a youth incentive and stipend plan, which shall be directly linked to the youth's attainment of WIOA performance outcomes, key benchmarks toward those outcomes, and/or successful engagement in the program and follow-up activities. The youth plan must be submitted and approved by the OCWDB Contract Administrator and Program Manager, at minimum, contain the guidelines and elements identified in this policy as well as articulate the awarded amount for each associated activity. WIOA Youth Service Providers are strongly encouraged to be strategic with establishing incentive and stipend plans for youth to ensure the best utilization of funds based upon budget constraints. Although, providing incentives and stipends is an option, Service Providers are not required to provide unless OCWDB requires it for a specific program.

Incentive and Stipend Logs

All WIOA Youth Service Providers who implement a youth incentive and stipend plan shall include all incentive/stipend details in the participant's designated log.

- All incentive details must be specified in the participant's Incentives Log (Attachment I), including the amount awarded to the participant, accomplishment description with supporting documentation, funding source used, issuing case manager's signature, and participant's acknowledgement of receipt.
- All stipend details must be recorded in the participant's Stipends Log (Attachment II), including the amount paid to participant, activity attended, participant's actual time in the activity, funding source used, issuing case manager's signature, and participant's acknowledgement of receipt.

Payment Requirements

All participant and financial records related to incentive and stipend payments must be maintained in compliance with WIOA financial management standards. These records must be made available upon request by local, state, or federal monitors and must include:

- Comparison of actual expenditures with the budgeted amounts of each contract.
- Supporting documentation for accounting records to ensure proper charging of costs and cost allocation.

Payments to participants shall not exceed the following:

- **Incentives:** Total cumulative stipend payments to any participant may not exceed \$800 in a participant's lifetime. Exceptions to the maximum for incentives require prior OCWDB Director approval.
- **Stipends:** Total cumulative stipend payments to any participant may not exceed \$800 in a participant's lifetime.

Documentation

All incentive and stipend payments must be relevant to the youth's objective assessment in the Individual Service Plan (ISP) and be documented in CalJOBS through case notes and appropriate activity code(s). When providing incentive and/or stipend payments, the following must be documented in the participant case file (case note):

1. Justification for why incentives and/or stipends are being provided.
2. Explanation of how the contribution it makes to the participant's success.
3. Calculation method used to determine the amount awarded

Appropriate activity code(s) shall be entered in CalJOBS at the start of the service, updated during the participation in the program, and closed on the actual end date of the service. Activity codes entered in CalJOBS must be as follows:

- Youth Incentives: Activity Code 419 (Supportive Service: Incentive Payment)
*If participants receive incentives during follow-up, designated activity code for follow-up incentives shall be used and entered in CalJOBS.
- Youth Stipends: Activity Code 494 (Supportive Service: Stipend)

Service Providers must verify that the associated activity or achievement actually occurred, as documented in the participant's case file, before issuing payments. Attendance records or achievement verification must be retained for monitoring and audit purposes.

Limitations

According to federal guidelines, WIOA funds may not be used to pay for administrative fees related to incentives, including gift card activation fees and digital funds transfers fees. Therefore, funds used for incentives and stipends cannot be spent on entertainment costs (e.g. movie or sporting events, gift cards to movie theaters or other venues whose sole purpose is entertainment).

In addition, incentives and stipends cannot be paid in lieu of wages and therefore are not considered payroll. Stipends may be paid based on actual hours of attendance and must not exceed eight (8) hours a day for the activity. Payment must be based on actual (seat) time of participant in the activity as documented on the attendance sheet and signed by the appropriate staff and participant. It shall be noted that, Online Earn & Learn programs are allowable if participation/seat time can be verified.

WIOA Youth Service Providers must not withhold taxes from incentive or stipend payments. These payments are considered miscellaneous income and are taxable. Participants are responsible for reporting them on their personal tax returns.

Service Providers are responsible for informing participants of potential tax implications and must also advise that these payments may affect eligibility for public benefits, particularly those impacted by earned or unearned income.

ACTION

Bring this policy to the attention of all staff and relevant parties.

INQUIRIES

If you have any questions regarding this policy, please email info@ocworkforcesolutions.com.

ATTACHMENTS

Attachment I – Incentives Log

Attachment II – Stipends Log

WIOA Youth Incentives and Stipends Policy Attachments

Attachment I - Incentives Log

Attachment II - Stipends Log

INCENTIVES LOG

Date	Amount & Item	Outcome Achieved	Documentation	Funding Source	Participant Signature	Case Manager Signature

STIPENDS LOG

Date	Amount Paid	Hours Attended	Activity	Funding Source	Participant Signature	Case Manager Signature