



**AGENDA**

Workforce Development Board (WDB) Executive Committee Meeting  
 Prosperity Center  
 520 E Street, Eureka  
 September 19, 2019, 1:30 – 3:30 p.m.

Time	Agenda Item	Who	Recommended Action
1:30	<b>Opening</b> 1. Meeting Called to Order 2. Introductions 3. Adjustments to the Agenda 4. Board or Executive Director Announcements 5. Public Comment	Chair	Discussion
1:40	<b>Consent Agenda</b> Approval of Minutes from May 9, 2019 See Attachment A	Chair	Approve Consent Agenda
1:45	<b>Policy review</b> See Attachments B-E Accounting System Audit Resolution Debt Collection Matched and Leveraged Resources	Chair Staff	Discussion Recommend Approval
2:30	<b>MOU Review</b> See Attachments F & G AJCC Operator’s MOU Trades Introduction Program	Chair Staff	Discussion Recommend Approval
2:55	<b>Board Orientation Packet</b> See Attachment H	Chair Staff	Discussion Recommend Approval
3:30	<b>Meeting Adjourn</b>	Chair	

Auxiliary aids and services are available upon request to individuals with disabilities.  
 Please call 445-7745 at least 72 hours in advance.



---

**TO:** All Humboldt County Workforce Innovation and Opportunity Act (WIOA) Staff, Subrecipients and Service Providers

**FROM:** Humboldt County Workforce Development Board (HC-WDB)

**EFFECTIVE:** New – Effective Upon Local Workforce Development Board Approval

**SUBJECT:** WIOA Accounting

**REFERENCES:** 2 CFR 200

**PURPOSE:**

The purpose of this policy is to provide operational guidance for accounting systems for recipients of Federal grant funds.

**POLICY AND PROCEDURE:**

As a recipient and administrator of WIOA funds provided by the US Department of Labor, HC-WDB must ensure its staff, subrecipients, and contractors are responsible for establishing a sound financial management system to comply with applicable financial, accounting, and reporting requirements.

At a minimum, financial management systems must:

- Permit preparation of reports required by the statutes authorizing the grant.
- Permit tracing of funds to a level of expenditures adequate to establish such funds have not been used in violation of restrictions and prohibitions of applicable statutes.
- Ensure program salary costs claimed are supported by hours recorded on time sheets.

In addition, financial management systems must adhere to the following eight standards:

1. Identification in its accounts of all Federal grants received and expended, and the Federal programs under which they were received.
2. Accurate, current, and complete disclosure of the financial results of contracted activities must be made in accordance with the reporting requirements of the grant and reflect expenditures in accordance with the required cost classification categories and budgets.
3. Accounting records must be maintained to provide information specific to the receipt and use of WIOA funds.
4. Effective administrative and internal controls must be maintained for all grants.
5. Actual expenditures must be compared with budgeted amounts for each grant or

**Humboldt County Workforce Development Board**

- contract.
6. Written procedures for determining the reasonableness, allowability, and allocability of costs in accordance with the Office of Management and Budget (OMB) guidelines will be followed.
  7. Accounting records must be supported by source documentation such as paid invoices, payroll records, time sheets, etc. Proper procedures and methods to meet audit standards, including storage and retention of source documentation to support accounting records, are required.
  8. Written cash management procedures for minimizing the time elapsing between receipt and disbursement of funds must be developed and followed.

The accounting process for WIOA staff, subrecipients, and contracts must meet the following general criteria:

- (a) **Separate Recording of Funds**  
Federal rules require separate accounting for funds received from HC-WDB.
- (b) **Accrual Reporting**  
Staff and subrecipients are not required to establish an accrual accounting system but must determine accruals for reporting purposes and must provide information that satisfies the definition of accrued expenditures. Accrued expenditures are the charges incurred during a given period for goods, services, and/or other amounts owed, which may or may not have been paid.
- (c) **Accuracy and Availability of Financial Records**  
Staff, subrecipients, and contractors should have an accounting system that provides the ability to supply accurate, current, and complete information on all financial transactions. Documentation should be readily available to support the validity of expenditures and to allow for periodic reporting as required by HC-WDB.
- (d) **Financial Records**  
The following describes financial records that will assist in recording, summarizing, controlling, and reporting financial operations. Any additional accounting records considered necessary may also be maintained.
  - (1) **Cash Receipts Register/Journal**  
A cash receipt register (or journal) shall be maintained for the recording of funds received for deposit in connection with the operation of programs.
  - (2) **Cash Disbursement Register**  
A cash disbursement register shall be maintained for recording all checks issued.  
  
All disbursements shall be made by pre-numbered checks used in numerical sequence and must be supported by appropriate documentation, such as invoices, payroll records, receipts, etc. The support documents shall show the nature of each payment and have the approval of an authorized individual. The cash disbursement register should list all the pertinent details about the payment (i.e., check number, date, payee, amount, etc.).
  - (3) **General Ledger**  
A general ledger shall be maintained for recording all financial transactions related

to the operation of the program.

(4) General Journal

A general journal shall be used to document and record transactions in the general ledger that are not recorded from cash receipts and disbursements. Each journal shall contain a complete explanation for the transaction being recorded and reference related documents, if applicable.

(5) Payroll Records

Basic payroll records shall be maintained to accumulate the payroll data required by federal, state, and local laws for each employee, such as gross earnings, federal/state income tax withheld, FICA withholdings, etc. Timecards are also required and must reflect actual time spent by staff on program activities.

(e) Standards of Documentation

Documentation to support transactions should include all records necessary to establish the transaction meets eligibility requirements. Such documentation may include, but is not limited to:

- proposals received in response to an RFP
- fully executed contracts
- competitive bids
- purchase orders
- receipts and/or invoices

(f) Reporting Requirements

Subrecipients must be able to prepare the following for submission to HC-WDB:

(1) Invoice

The invoice should contain a summary of the expenses for the report month, as well as cumulative (year-to-date) amounts.

(2) In-Kind/Cash Match Report

Match reports must be submitted as requested by the HC-WDB Executive Director and shall identify program expenditures that are not paid by HC-WDB contracted funds.

**INQUIRIES:**

Any questions regarding this policy may be directed to the Workforce Development Board Executive Director at 707-445-7745.

Humboldt County Workforce Development Board Approval Required?  Yes  No



**TO:** All Humboldt County Workforce Innovation and Opportunity Act (WIOA) Staff, Subrecipients and Service Providers

**FROM:** Humboldt County Workforce Development Board

**EFFECTIVE:** New – Effective Upon Local Workforce Development Board Approval

**SUBJECT:** Audit Resolution

**REFERENCES:** WIOA Section 184;  
Title 2 OMB, CFR Subpart F – Audit Requirements; and  
WIOA NPRM part 683.420.

## PURPOSE

The purpose of this policy is to provide guidelines for HC-WDB Service Providers regarding annual audit requirements and audit resolution procedures. Entities in receipt of WIOA funds must meet the requirements of OMB CFR 200. CFR 200.501 requires non-federal entities that expend more than \$750,000 must have a single audit conducted for that year. These regulations also require the establishment of procedures for audit resolution.

## DEFINITIONS

*Auditee* means any non-federal entity that expends Federal awards which must be audited.

*Non-Federal entity* means a state, local government, Native American tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

*Subrecipient* means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

## POLICY AND PROCEDURE

HC-WDB Policy requires that each subrecipient submit an annual Single Audit Report each program year in which the subrecipient receives HC-WDB funds. The report must be submitted within 30 days of issuance of the report or nine months after the end of the program year being audited, whichever is sooner.

HC-WDB will review each subrecipient audit report to ensure compliance with the requirements

### Humboldt County Workforce Development Board

of Uniform Guidance. HC-WDB will attach an audit review sheet to each audit report which contains the date of the audit, the period covered by the audit, the date that the audit was received, the auditor, and whether there were any findings or questioned costs.

HC-WDB will ensure correction of any unresolved administrative findings through the subrecipient monitoring process and determine that appropriate corrective action has been taken. A copy of the monitoring report substantiating the implementation of the appropriate corrective action will be filed with the audit report.

### Findings

If the audit contains any reported findings resulting in questioned costs, the HC-WDB will:

- A. Issue a letter of initial determination based on the audit review. The initial determination letter will include a list of all questioned costs, a determination of whether the costs are allowed or disallowed, acceptance or rejection of any corrective action taken to date, possible sanctions; and the opportunity for informal resolution of no more than 60 days from the date of initial determination.
- B. The auditee may provide documentation to support allowability of costs and proposed corrective action of administrative findings. Informal resolution discussions may be held by telephone. If a meeting is held, a sign-in sheet will be provided. The sign-in will be retained as part of the audit file. The meeting will be documented either with a voice recording or written notes. Negotiation of repayments can be initiated at this time.
- C. Following the information resolution process, the HC-WDB will issue a written final determination. The final determination will include:
  - i. An invoice issued by the HC-WDB Administrative entity;
  - ii. Summation of the informal resolution meeting, if held;
  - iii. Decisions regarding the disallowed costs, listing each disallowed cost and noting the reasons for each disallowance;
  - iv. Questioned costs that have been allowed by the awarding agency and the basis for the allowance;
  - v. Demand for repayment of the disallowed costs;
  - vi. Descriptions of the debt collection process and other sanctions that may be imposed if payment is not received;
  - vii. Rights to a hearing; and
  - viii. The status of each administrative finding.
- D. The audit resolution will be completed within six months after receipt of the subrecipient's audit report and will ensure that the subrecipient takes appropriate and timely corrective action.
- E. An audit resolution file will be established to document the disposition of the reported questioned costs and corrective actions taken for all findings. The audit file will be tabulated with the most current documentation first, and will include the following:
  - i. Final determination and proof of receipt by the subrecipient;
  - ii. Additional documentation submitted as part of the informal resolution process;
  - iii. Notes related to the information resolution;

- iv. Sign-in sheets for any informal resolution meetings;
  - v. Initial determination and proof of receipt by the subrecipient;
  - vi. Response to the final audit report; and
  - vii. The final audit report.
- F. The auditee has 30 calendar days after the final determination is issued to submit a written request for hearing.
- i. At least 10 calendar days before the hearing, written notice of the date and site of the hearing will be provided to the auditee. The 10-day notice may be shortened with the written consent of both parties.
  - ii. The auditee may withdraw the hearing request; the withdrawal request must be submitted in writing.
  - iii. The Executive Committee of the HC-WDB will serve as the hearing officer.
  - iv. The hearing will allow both parties the right to present either written or oral testimony, call upon and question witnesses in support of their position, present oral and written arguments, examine records and documents relevant to the issues, and the hearing will be recorded mechanically by a court reporter.
  - v. The HC-WDB Governing Board reserves the right to overturn the hearing officer's decision where it determines that non-compliance with the Act or Regulations still exists.
  - vi. A decision will be issued by the HC-WDB within 60 days of the request filing date.
  - vii. The auditee may appeal the HC-WDB's decision to the State Review panel. The auditee has 10 days to files an appeal.
  - viii. If a local hearing is not held or the decision is not rendered timely, the auditee has 15 days from the date on which the hearing should have been held to file an appeal with the State Review Panel.
  - ix. HC-WDB will send the EDD Compliance Review Division the complete audit for review by the state division if the auditee appeals the decision of HC-WDB to the State.
- G. In order to track the resolution of these finding, the HC-WDB will enter the following information regarding the audit in the Audit Control Log:
- i. The date of the audit;
  - ii. The time period covered by the audit;
  - iii. The date the audit was received;
  - iv. The name of the auditor;
  - v. The costs in question;
  - vi. The administrative findings;
  - vii. The date or dates of the Initial and Final Determinations; and
  - viii. Documentation of decisions regarding the disallowed costs and administrative findings

**FORM(S):** None.

**INQUIRIES:**

Any questions regarding this policy may be directed to the Workforce Development Board

Director at 707-445-7745.

Humboldt County Workforce Development Board Approval Required?  Yes  No



---

**TO:** All Humboldt County Workforce Innovation and Opportunity Act (WIOA) Staff, Subrecipients and Service Providers

**FROM:** Humboldt County Workforce Development Board

**EFFECTIVE:** TBD

**SUBJECT:** Debt Collection

**REFERENCES:** None

## **PURPOSE**

The purpose of this policy is to provide guidelines regarding the Humboldt County Workforce Development Board's responsibility for its subrecipient audit resolution and aggressive debt collection action. At the state level, audit resolution and debt collection are the responsibility of the Employment Development Department's (EDD) Compliance Review Division (CRD).

## **POLICY AND PROCEDURE**

The Humboldt County Workforce Development Board (HC-WDB) will notify the subrecipients of the establishment of the debt, their appeal rights, the date that the debt will be considered delinquent, the sanctions (which may include but are not limited to debarment) if the debt is not re-paid and the interest rate charged. A letter will be sent to the subrecipient within 5 working days of the Final Determination. If payment is not made within 30 days of the first letter, a second letter will be sent to the subrecipient. If payment is not received within 30 days of the second letter, a third letter will be sent advising that the matter will be turned over to Humboldt County Treasury Department who will proceed with legal action to collect. At that time the Auditor Controller's office will include the outstanding debt in the outstanding debt category in the County's accounts receivable system.

Nonpayment of the debt within 90 days of the Final Determination will result in termination of the contract with the subrecipient.

All debt collection cases will be included in HC-WDB's database for audit resolution, which is a permanent record for audit resolution, debt collection and status of the aforementioned areas.

The settlement of all debts resulting from fraud, malfeasance, misapplication of funds or

### **Humboldt County Workforce Development Board**

other serious violation or illegal acts must be cash from nonfederal sources. Funds collected by Humboldt County in settlement of such debts shall be returned to the EDD CRD if closeout of those funds has occurred. If closeout has not occurred, the necessary adjustments shall be made for future drawdowns.

**FORM(S):** None

**INQUIRIES:**

Any questions regarding this policy may be directed to the Workforce Development Board Director at 707-445-7745.

Humboldt County Workforce Development Board Approval Required?  Yes  No



**TO:** All Humboldt County Workforce Innovation and Opportunity Act (WIOA) Staff, Subrecipients and Service Providers

**FROM:** Humboldt County Workforce Development Board

**EFFECTIVE:** New – Effective Upon Local Workforce Development Board Approval

**SUBJECT:** Matched and Leveraged Resources

**REFERENCES:** 29 CFR 97.24; and  
29 CFR 95.23

## PURPOSE

The purpose of this policy is to provide guidance of match expenditures and qualifications.

## POLICY

Match is defined in the Uniform Administrative Requirements applicable to the Humboldt County Workforce Development Board (HC-WDB) grants at 29 CFR 97.24 and 29 CFR 95.23. Match is defined as additional non-Federal resources expended to further the grant objectives, if required either by statute or within the grant agreement as a condition of funding. All matching funds must be spent on allowable grant activities and in accordance with the cost principles. The grantee cannot claim both an allowable cost (to be reimbursed from grant revenue) and a match expenditure.

There are two types of match expenditures: cash and in-kind contributions. Cash match reflects additional funds or services (allowable costs) provided and paid for by the grantee from non-Federal funds that are in support of grant objectives and outcomes. The value of the cash match is the actual costs incurred as reflected in the grantee's accounting system. In-kind contributions are allowable costs and services that are not paid by the grantee, but rather a third-party organization. Again, these costs and services must support allowable grant activity and outcomes. The rules that apply to determining the value of such services are found in the regulations at 29 CFR 97.24(b)(7) and 95.23(c-h). Examples of in-kind contributions would be personal services provided by volunteers or paid non-grantee staff, equipment and supplies, or space provided by another organization at no cost to the grant.

In order to qualify as match, the costs cannot have been paid from Federal funds, been charged to program income or used to match other Federal match requirements, nor have been unallowable under grant regulations. Records must be maintained that support the cash match costs within the grantee's accounting system and be available for audit and review. For

### Humboldt County Workforce Development Board

third party contributions, the support for the value must be verifiable from subgrantee records or be maintained by the grantee, including the methods used to determine the value.

For ETA programs, match may be required by statute (as in the former Welfare to Work program) or as a condition of funding (reflected in the grant agreement). If match is required, it will be reflected on the SF-424A Budget and reported on the Federal Financial Report.

**FORM(S):** None.

**INQUIRIES:**

Any questions regarding this policy may be directed to the Workforce Development Board Director at 707-445-7745.

Humboldt County Workforce Development Board Approval Required?  Yes  No



## America's Job Center of California Consortium Operator Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and between the Humboldt County Workforce Development Board (HC-WDB or COUNTY) and the three agency consortium (collectively as "AJCC CONSORTIUM OPERATOR"): College of the Redwoods (CR), Redwood Community Action Agency (RCAA) and Smart Business Resource Center (SBRC).

The purpose of this MOU is to outline the agreed upon responsibilities to provide oversight to the America's Job Center of California (AJCC) system in Humboldt County.

### 1. Roles and Responsibilities

PARTY	ROLES AND RESPONSIBILITIES
HC-WDB	Oversight of the AJCC.
CR RCAA SBRC	<p>The role of the AJCC CONSORTIUM OPERATOR includes the following:</p> <ul style="list-style-type: none"> <li>• Coordinating the service delivery of required AJCC partners and service providers.</li> <li>• Ensuring the implementation of partner responsibilities and contributions agreed upon in Memorandum of Understanding – Phase I and II.</li> <li>• Reporting to the HC-WDB on operations, performance, and continuous improvement recommendations. Operators may be asked to take on additional tasks as directed by the HC-WDB.</li> <li>• Implementing local policies established by the HC-WDB.</li> <li>• Adhering to all applicable federal and state guidance.</li> </ul> <p>AJCC CONSORTIUM OPERATOR must adhere to the following:</p> <ul style="list-style-type: none"> <li>• Disclose any potential conflicts of interest arising from the relations of the AJCC CONSORTIUM OPERATOR with particular training service providers or other service providers in accordance with Uniform Guidance Section 200.318.</li> <li>• Do not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training and education services.</li> </ul>

PARTY	ROLES AND RESPONSIBILITIES
CR RCAA SBRC	<ul style="list-style-type: none"> <li>• Comply with federal regulations and procurement policies relating to the calculation and use of profits as outlined in Uniform Guidance.</li> <li>• Adhere to any applicable firewall or internal controls.</li> </ul>

## 2. Term

This Agreement shall begin upon execution by all parties and shall remain in full force and effect until June 30, 2022 unless sooner terminated as provided herein.

## 3. Termination

- A. Breach of MOU. If, in the opinion of COUNTY, AJCC CONSORTIUM OPERATOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to AJCC CONSORTIUM OPERATOR. Such notice shall state the effective date of the termination.

## 4. Insurance Requirements

This Agreement shall not be executed by COUNTY, and AJCC CONSORTIUM OPERATOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting AJCC CONSORTIUM OPERATOR indemnification obligations provided for herein, AJCC CONSORTIUM OPERATOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of AJCC CONSORTIUM OPERATOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
  1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general

aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
  3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, AJCC CONSORTIUM OPERATOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
    - a. Includes contractual liability.
    - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
    - c. Is the primary insurance with regard to COUNTY.
    - d. Does not contain a pro-rata, excess only and/or escape clause.
    - e. Contains a cross liability, severability of interest or separation of insureds clause.
  2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that AJCC CONSORTIUM OPERATOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this Agreement, AJCC CONSORTIUM OPERATOR insurance is the

primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to AJCC CONSORTIUM OPERATOR insurance and will not be used to contribute therewith.

5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. AJCC CONSORTIUM OPERATOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If AJCC CONSORTIUM OPERATOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and AJCC CONSORTIUM OPERATOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to AJCC CONSORTIUM OPERATOR under this Agreement.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and AJCC CONSORTIUM OPERATOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY:

County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

AJCC CONSORTIUM PARTNERS:

College of the Redwoods  
Attention: President  
7351 Tompkins Hill Rd  
Eureka, CA 95501

Redwood Community Action Agency  
Attention: Executive Director  
904 G Street  
Eureka, CA 95525

Smart Business Resource Center  
Attention: Executive Director  
1201 Placer Street  
Redding, CA 96001

## **5. Indemnification**

AJCC CONSORTIUM OPERATOR agrees to indemnify, defend and save harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged resulting from any wrongful acts, errors and omissions, or negligence of AJCC CONSORTIUM OPERATORS, its agents and employees, pertaining to the performance of this agreement.

## **6. Assignment**

Any MOU resulting from this bid and any amendments or supplements thereto shall not be assignable by the successful bidder either voluntarily or by operation of law, without the written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

## **7. Record Maintenance**

AJCC CONSORTIUM OPERATOR shall maintain all records that are pertinent to the activities under this Agreement. Records for non-expandable property acquired under this Agreement shall be retained for four years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment. Notwithstanding the foregoing, AJCC CONSORTIUM OPERATORS shall retain all books, records, accounts, documentation, and all other materials relevant to the Agreement for a period of four (4) years from the date of termination of the Agreement, or four (4) years from the conclusion or resolution of any and all audits or litigation relevant to the Agreement and any amendments, whichever is later.

AJCC CONSORTIUM OPERATOR shall be responsible for submitting accurate management information reports and forms on time and in the manner prescribed by the State and HC-WDB, and will coordinate with the County of Humboldt.

## **8. Audits & Inspections**

AJCC CONSORTIUM OPERATOR shall allow HC-WDB to monitor and audit the performance of the Agreement for conformity with its state and/or federal contractual obligations. HC-WDB has the right to monitor all activities related to the Agreement, including the right to review and monitor AJCC CONSORTIUM OPERATOR's records, programs or procedures, at any time, as well as the overall operation of AJCC CONSORTIUM OPERATOR'S programs in order to ensure compliance with the terms and conditions of the Agreement.

All AJCC CONSORTIUM OPERATOR records with respect to any matters covered by the Agreement shall be made available to the County, WIOA, DOL, and/or any designees of the State of California or the

Federal Government, without restriction, at any time during normal business hours, and as often as the above-referenced entities deem necessary, to monitor, audit, examine, evaluate, and make excerpts or transcripts of all relevant data. AJCC CONSORTIUM OPERATORS shall timely respond to any request by HC-WDB which HC-WDB deems necessary to evaluate AJCC CONSORTIUM OPERATORS compliance with any County, state, or federal requirements.

Any deficiencies noted in audit reports must be fully cleared by AJCC CONSORTIUM OPERATOR within thirty (30) days after receipt by AJCC CONSORTIUM OPERATOR. Failure of AJCC CONSORTIUM OPERATOR to comply with the above retention, auditing, monitoring, and inspection requirements will constitute a violation of the Agreement and may result in the withholding of future payments and/or termination. AJCC CONSORTIUM OPERATOR hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning AJCC CONSORTIUM OPERATORS audits and, as applicable, OMB Circular A-133.

AJCC CONSORTIUM OPERATOR hereby agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR, Part 200.

## **9. Monitoring**

AJCC CONSORTIUM OPERATOR may be visited at any time by representatives of the HC-WDB, County of Humboldt staff, State of California, Department of Labor, or Contractors of these units of government, and others who have a direct concern in administration of WIOA projects. All organization records must be available for inspection. All areas of the project will be subject to examination and could include, but is not limited to, inspection of participants' personnel files and applications, and the financial bookkeeping records. WIOA participants may be interviewed to verify eligibility, ensure proper personnel procedures required under the Act are being followed, and to ensure provision of adequate services as prescribed by MOU. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of organizations partnering with the AJCC CONSORTIUM OPERATOR to ensure provision of agreed upon services.

## **10. Conflict of Interest**

AJCC CONSORTIUM OPERATOR warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

## **11. Compliance with Applicable Laws**

AJCC CONSORTIUM OPERATOR agrees to comply with all local, state and federal laws, regulations and policies applicable to the AJCC services activities performed pursuant to the terms and conditions of this Agreement.

## **12. Entire Agreement**

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist

or bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

### **13. Authority to Execute**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

This MOU is the complete agreement between the HC-WDB, RCAA, CR and New Selected Partner and may be amended only by written agreement signed by each of the parties involved.

**[Signature Pages Follow]**

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement.

Dated \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Humboldt County Workforce  
Development Board  
Dena McCullough, Chair

Dated \_\_\_\_\_, 2019

By: \_\_\_\_\_  
College of the Redwoods  
Dr. Keith Snow-Flamer, President

Dated \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Redwood Community Action Agency  
Val Martinez, Executive Director

Dated \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Smart Business Resource Center  
Wendy Zanutelli, Executive Director

MEMORANDUM OF UNDERSTANDING  
HUMBOLDT TRADES INTRODUCTION PROGRAM  
 “HUMBOLDT TIP”

Humboldt County Workforce Development Board, Building  
 and Construction Trades Council, State Approved Joint  
 Apprenticeships, Redwoods Community College District  
 and Related Parties Serving  
 Humboldt County

**I. Preamble**

**Whereas:** The Humboldt County workforce is consistently impacted by low-wage jobs and limited opportunities; both industry and the workers could benefit from organized training to upgrade worker skills or acquire new skills and employment. With the projected upswing in the construction sector and the increasing numbers of baby boomers in construction reaching retirement a regional construction skills program is needed. In addition, building awareness about current apprenticeship value has proven both a constant task and rewarding opportunity.

**Whereas:** Existing law provides a framework for promoting state certified apprenticeship training. California AB 554 Workforce Services, Approved in 2011, and subsequent legislation requires local WDB’s, (Workforce Development Boards),

- to ensure that related programs and services funded by WIOA are conducted in coordination with state certified apprenticeship programs approved by the Division of Apprenticeship Standards and education agencies
- to develop a policy of fostering collaboration between community colleges and approved apprenticeship programs
- to encourage and support pre-apprenticeship training, apprenticeship training, and continuing education in apprenticeable occupations through approved, state certified apprenticeship programs

**Whereas:** The Humboldt County Workforce Development Board has prioritized addressing sector specific skill gaps, specialized training opportunities and career pathways for targeted sectors in the Humboldt County region with a focus on a skilled workforce that is aligned around economic development goals

**Whereas:** The Humboldt County Workforce Development Board has prioritized creation of a cohesive regional vision and Strategic Workforce Plan that leverages resources of networked providers through strong collaboration and enhanced partnerships among WDB, education, and economic development partners

**Whereas:** There is a demonstrated need for clearly articulated, outcome oriented coordination and alignment between state certified apprenticeship programs, Workforce Development Boards / AJCC’s and Community College and/or Adult Education schools

to consistently provide students and job seekers information about, and preparation for apprenticeship as a viable career path

**Whereas:** In response to the requirements of AB 554 CA 2011, and subsequent related legislation, a workgroup from local North Bay Apprenticeship Coordinators Association (NBACA), the Humboldt Building Trades Council, The Humboldt Workforce Development Board, Local Community Colleges and Local Adult Education schools have determined that:

- a formal agreement shall be created to delineate relationship, process, roles, responsibilities, to define integration between local building trades joint apprenticeship programs, community colleges, and the Workforce Development Board to align Workforce Investment and Opportunity Act and other directives, funds and resources towards a regional trades introduction program, the Humboldt Trades Introduction Program, “Humboldt TIP”,
- students, job seekers, and employers in the Humboldt County region will be best served by the creation of an apprenticeship readiness program based on the National Building and Construction Trades Department, AFL-CIO Multi-Craft Core Curriculum, (MC3), administered with the permission of the local Building and Construction Trades Council, under the recognition of the North Bay Apprenticeship Coordinators Association (NBACA) and the multiple joint apprenticeship programs with jurisdiction in the Humboldt County region and in cooperation with the Humboldt Workforce Development Board, College of the Redwoods, and other possible partners.

Therefore, the undersigned join together to adopt this Memorandum of Understanding (MOU) that will:

- build better working relationships, create common policies / practices, align funding / resources, priorities and outcomes through the Humboldt Trades Introduction Program, “Humboldt TIP”.
- focus on creation and implementation of an innovative apprenticeship readiness program with a variety of support and connections to prepare job seekers for high-demand careers in apprenticeable occupations and encourage postsecondary education completion and career development.
- Enhance opportunities for local disadvantaged populations for whom success in apprenticeship and a construction career is a viable and uplifting pathway.

This Memorandum of Understanding (MOU) is entered into for the purpose of formalizing roles and responsibilities of the undersigned with regard to the creation, promotion and ongoing operation of a cooperative pre apprenticeship program. Parties commit to aligning operating policies, improving coordination of outreach and training programs, establishing cross-referral and co-enrollment of trainees, and developing policies on reporting and promoting training successes and outcomes as follows:

The Humboldt Workforce Development Board, in cooperation with the other partners, will foster cooperation, and collaborate on policy alignment with the local joint apprenticeships by:

- Active participation in the creation and implementation of a Humboldt trades introduction program including identification and integration of potential initial and on-going funding streams
- Providing resource information on the local America's Job Centers of California, (AJCC), system and the WIOA eligibility guidelines to the Joint Apprenticeship Training Coordinators;
- Providing technical assistance to Joint Apprenticeship Training Coordinators who wish to list their programs on the State Eligible Training Provider List (ETPL) and ensure that WIOA training funds targeted to apprenticeable occupations are coordinated with Division of Apprenticeship standards-approved apprenticeship programs;
- Promoting the value of approved apprenticeship and "earn while learning" models of training and increased investments in these models;
- Promote the value of apprenticeship for employers and community building policy.
- Developing the process for coordinating recruitment for pre-apprenticeship and apprenticeship training programs, including screening of candidates and co-enrollment in the WIOA program; and
- Providing information on available resources, discretionary grant funding, on-the-job-training wage subsidies, tax incentives, and supportive services available to assist trainees in successfully completing the apprenticeship readiness and/or apprenticeship program.

The North Bay Apprentice Coordinators Association, NBACA, will participate in the Trades Introduction Program as follows:

- Active participation in the creation, implementation and operation of a Humboldt trades introduction program and related steering committee.
- Select, evaluate and replace instructors, based on MC3 required guidelines and qualities aligned with this program.
- Assist in curriculum development.
- Providing outreach information and assistance to train AJCC staff and partners on Trades Introduction Programs and Joint Apprenticeship Programs in the region, including application deadlines and processes / pre-requisites for training, description of skills/competencies to be gained, career pathways, and wages/benefits.
- Working with AJCC's to conduct targeted outreach to under-represented local populations, with particular emphasis on long-term unemployed, displaced workers, at risk youth, veterans, women and minority men and disabled workers.
- Encourage development of apprenticeship through employer and developer awareness of opportunities to employ apprentices.

- Support local jobs for those signatory with apprenticeship programs.
- Encourage apprenticeships to recognize graduates from this program.

The Redwoods Community College District Adult Education and Workforce and Community Education Departments will participate in the Trades Introduction Program as follows:

- Assist with outreach and recruitment of students and community members who might be interested in enrolling in a Humboldt TIP class.
- Provide resources for enrolled community college or adult education students to assess their academic level in English, math and high school equivalency or GED, and consider providing supplemental training in these areas, as appropriate.
- Provide interested TIP students with an overview of educational choices and job placement services available at California Community Colleges.
- Provide classroom space as scheduling permits.
- Encourage job creation for TIP student completers by working with local labor and Workforce Development Boards.

II. Duration of Memorandum: The term of this MOU shall be a period of one year from the date of execution. The agreement shall automatically renew for successive one-year terms, unless any Member provides written notice of intent to withdraw from the MOU. This MOU may be amended by written notice signed by all parties to the MOU.

III. Termination: In the event that It becomes necessary for a Member to cease being a party to this MOU, the Member shall notify the other parties, providing not less than sixty (60) days written notice of such intent to withdraw to the other parties to this MOU.

IV. Non-Financial: This Memorandum of Understanding is non-financial in nature and does not carry forth or imply any duty among signatories of a financial obligation to one another, to the group as a whole, and/or any third party(ies). This is a good faith commitment of parties to carry out the expressed commitments and activities.

Signatures:

(See following pages #5 and #6.)

This Humboldt TIP MOU is Signed By:

Representing Community Colleges:

---

Print Name	Print Title	Redwoods Community College District Adult Education Workforce and Community Education	Signature	Date
------------	-------------	---	-----------	------

Representing the Humboldt Workforce Development Board:

---

Print Name	Print Title	Humboldt WDB	Signature	Date
------------	-------------	--------------	-----------	------

---

Print Name	Print Title	Humboldt WDB	Signature	Date
------------	-------------	--------------	-----------	------

Representing the Humboldt Construction Trades Council:

---

Print Name	Print Title	Humboldt BTC	Signature	Date
------------	-------------	--------------	-----------	------

---

Print Name	Print Title	Humboldt BTC	Signature	Date
------------	-------------	--------------	-----------	------

Continuing Humboldt TIP MOU signatures:

Representing the North Bay Apprenticeship Coordinators Association:

---

Print Name	Chairperson	Signature	Date
------------	-------------	-----------	------

---

Print Name	Member	Signature	Date
------------	--------	-----------	------

For State/Federal Apprenticeship Agencies, Affiliates & Community Based Organizations:

---

Print Name	Print Title	DAS*	Signature	Date
------------	-------------	------	-----------	------

\*California Division of Apprenticeship Standards

---

Print Name	Print Title	Tradeswomen, Inc.	Signature	Date
------------	-------------	-------------------	-----------	------

---

Print Name	Print Title	Helmets to Hardhats*	Signature	Date
------------	-------------	----------------------	-----------	------

\*Helmets to Hardhats is a group supporting building trades apprenticeship links for military veterans.

---

Print Name	Print Title		Signature	Date
------------	-------------	--	-----------	------

---

Print Name	Print Title		Signature	Date
------------	-------------	--	-----------	------

---

Print Name	Print Title		Signature	Date
------------	-------------	--	-----------	------

---

Print Name	Print Title		Signature	Date
------------	-------------	--	-----------	------



# Workforce Development Board Member Orientation Packet

## Welcome!

The Humboldt County Workforce Development Board, also known as the Humboldt County Local Workforce Development Board (HC-WDB or HC-LWDB), brings together community members from the private sector, local government, non-profits, labor unions, education and public agencies to:

- Catalyze leadership to collaborate and focus attention on Target industry needs, particularly preparing a skilled workforce for successful careers in those Target industries.
- Demonstrate and articulate the career pathways of demand occupations in the Target industries to youth and adults. Increase the number of high school students who graduate prepared for post-secondary vocational training, further education and/or a career with advancement opportunities in the Target industries. Focus on at-risk youth and those from low income communities. Enroll 90% of adults in training that leads to employment in demand occupations in the Target industries.
- Support system alignments, service integration, and continuous improvement in the utilization of Target industry data for evidence-based strategic planning, policy-making, and deployment of resources within the greater workforce system, as well as guidance for youth and adult job seekers and employers.

## Mission Statement

Bringing together resources that meet employer and employee needs, to advance the prosperity of our communities.

## Humboldt County Workforce Development Board Overview

The HC-WDB oversees and administers Workforce Innovation and Opportunity Act (WIOA) programs for Humboldt County. The Workforce Investment and Opportunity Act was signed into law on July 22, 2014, superseding the Workforce Investment Act (WIA) of 1998. The intent of WIOA is to provide workforce development activities through statewide, regional, and local systems that increase the employment, retention, and earnings of participants, and increase the attainment of recognized credentials by participants.

In California, WIOA is administered by the California Employment Development Department (EDD). Humboldt County is the designated Local Workforce Innovation Area (LWIA) for this region of the state, administered by the Humboldt County Local Workforce Development Board (HC-LWDB). The Board of Supervisors is designated as the Chief Local Elected Official (CLEO) for the HC-LWDB. In accordance with the WIOA and EDD Guidelines and Directives, each LWDB must be recertified by the Governor every three years. The HC-LWDB was last certified in 2019 and the certification is effective until June 20, 2021.

Through strategic and supportive partnerships with community-based organizations and non-profits, also known as Service Providers, the HC-WDB is able to provide a comprehensive array of job training and employment services to both Humboldt County businesses and job seekers. These services are provided at the America's Job Center of California (AJCC), also known as the One-Stop Center, located at The Job Market at 409 K Street, Eureka, CA, 95501.

## The Job Market Services



The Workforce Development Board (WDB) oversees the one-stop workforce system, and The Job Market has been a key component of that system in Humboldt County since 1999.

At the Job Market, job seekers and employers can access the services and support of over thirty collaborative workforce partners. The partner's three main focal points are workforce preparation, economic development, and School-to-Career services.

Employers may take advantage of the meeting rooms, labor market information, small business development information, employee training programs, and hiring incentives. They may also view job-seekers' resumes and post job openings in the CalJOBS database at no cost.

Job Seekers may use computers for job searches, attend workshops, pick up job listings, and meet with vocational counselors.

## Humboldt County Workforce Development System

The HC-WDB is committed to supporting a demand-driven workforce system that will attract and grow businesses and the regional economy. To accomplish this, we:

- Bring together policy makers, business, government agencies, education entities, economic development agencies and the public to better understand workforce needs and to identify solutions.
- Develop and implement comprehensive regional strategies to meet the education and job training needs of the Humboldt workforce.
- Oversee America's Job Center of California (AJCC)/One Stop Center located within the Region to provide a variety of services to employers and individuals seeking employment opportunities.
- Collect and analyze Labor Market Information (LMI) to identify employment trends, skills gaps and education and training needs and disseminate the information to policy makers, educators, business, workforce partners and job seekers.
- Promote strategies to improve education levels and basic workplace skills needed to meet the needs of companies and improve their competitiveness in today's marketplace.
- Support strategies that encourage life-long learning and continuous improvement of workplace skills.
- Advocate for the importance of workforce policy and provide perspective about the need for a skilled workforce.

## Service Providers

### Job Seeker and Employer Services

The HC-WDB Service Providers are encouraged to create partnerships with local business and industry by implementing a flexible workforce system that offers services to employers that cover a broad spectrum of needs including:

- Matching employers' job postings with qualified applicants.
- Working with state and local economic development entities to attract new employers.
- Providing economic and labor market information for a specific area, including wage and salary information that helps existing employers sustain and expand their business.
- Enabling rapid response to aid companies who are facing or trying to avert layoffs.
- Recruiting job candidates.
- Conducting pre-employment assessments for businesses, including new companies moving into the local workforce area.

- Matching local companies with educational institutions that provide specific employment certificate programs for jobs projected to be in demand in the local area's labor market.
- Testing and assessing the education, interests, aptitudes and skill levels of an employer's current workforce.
- Arranging education and skills training for new and current workers, including customized training for individual employers or industries.
- Assisting in developing or obtaining customized training and associated labor market data.
- Sponsoring business-focused seminars on topics such as tax credits and labor market conditions.

Services to job seekers must complement the employers' needs by:

- Matching qualified job seekers with the right employer.
- Providing timely outreach and registration.
- Offering job search, job referral and placement assistance.
- Conducting career counseling.
- Maintaining and providing up-to-date Labor Market Information, including:
  - Local, regional and national employment trends
  - Job vacancies
- Skills needed for Board-targeted demand occupations.
- Assessing skills and needs promptly.
- Assuring the availability of resource rooms (e.g. Internet access, resume writing, job search assistance, etc.).
- Disseminating information on available services.
- Conducting individual job development.
- Creating Individual Employment Plans.
- Providing short-term prevocational services including progress checks.
- Offering relevant occupational skills training.
- Combining workplace training with related instruction to foster a cooperative education.
- Providing skills upgrading and retraining.
- Offering job readiness training.
- Providing entrepreneurial training.
- Offering adult education and literacy.
- Providing On-the-Job Training (OJT).
- Offering customized training.

## Calendar and Contacts

### Meeting Calendar

The current calendar of the Workforce Development Board and Executive Committee meetings is included as Attachment A.

Schedules may change periodically, due to unforeseen circumstances. If a regularly scheduled meeting is cancelled, the Executive Director of the HC-WDB will notify Board members within sufficient timing.

### Board Roster

A copy of the most updated Board Roster is included as Attachment B.

### Staff Contact List

#### **Cara Owings**

Executive Director, Humboldt County Workforce Development Board

cowings@co.humboldt.ca.us

Phone: (707) 476-4805

Cell: (707)954-2307

Fax : (707) 445-7219

#### **Allison Tans**

Economic Development Specialist, Humboldt County Workforce Development Board

ALTans@co.humboldt.ca.us

Phone: (707)476-4802

Fax : (707) 445-7219

#### **Debbie Damiano**

Economic Development Administrative Analyst II, County of Humboldt, Office of Economic Development

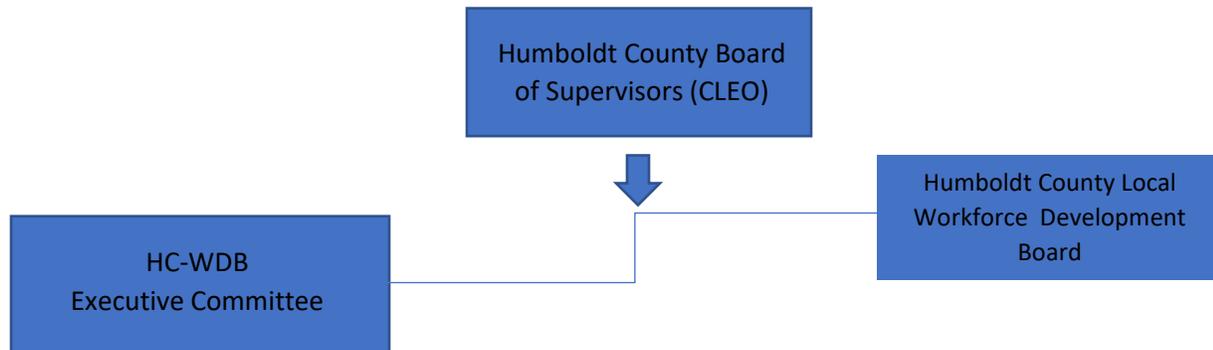
DDamiano@co.humboldt.ca.us

Phone: (707)476-4801

Fax : (707) 445-7219

## Board Organizational Chart

The Workforce Development Board has the Executive Committee to review policy issues and make recommendations to the local area Chief Local Elected Official (CLEO).



## Committee Assignments

The Executive Committee's purview includes making recommendations to the full HC-LWDB regarding new board appointments, policy development, selection of Service Providers and the compliance of the local WIOA program.

A list of the members for the Executive Committee can be found on the HC-WDB Roster, Attachment B.

## Purpose

The Humboldt County Workforce Development Board is the regional and local Workforce Development Board that administers the federally funded Workforce Innovation and Opportunity Act programs within Humboldt County. Workforce Development Boards were created under a 1998 federal law called the Workforce Investment Act (WIA) with a mandate to create a workforce development system that meets the needs of employers for qualified workers and by expanding employment opportunities for residents. On July 22, 2014, President Obama signed the Workforce Innovation and Opportunity Act (WIOA) (Pub. L. 113-128) into law, concluding the reauthorization of the Workforce Investment Act (WIA). Beyond what WIOA mandates, the Workforce Development Board has become a key player in the economic growth and competitiveness of our local area and the region. In this larger role, the Workforce Development Board functions as a convener, an innovator, and a facilitator of strategic partnerships between the private sector, non-profit agencies, educational institutions, local elected officials, local government agencies, labor, and job training education programs.

## Role of the Workforce Development Board

The HC-WDB has three major roles.

1. The HC-WDB shapes workforce programs within the county. Specifically, the HC-WDB sets priorities, offers input based on work experiences, ensures results through metric reporting, and offers solutions that are tailored to our local community and economy.
2. The HC-WDB works to increase business investment in the workforce by promoting WIOA programs within the business community, using the workforce system to find and train employees, leveraging their relationships and resources to enhance the workforce system, and recruiting other leaders to join the Workforce Development Board, as openings arise.
3. The HC-WDB represents the Humboldt County Workforce system. HC-WDB members advocate on workforce issues with policy-makers and collaborate with other workforce and economic development professionals to identify best practices and opportunities for enhancement of our local system.

## Membership

HC-WDB members are recommended by the Executive Committee, and the CLEO approves the appointment.

The majority of the members of the WDB must be business leaders. The Workforce Innovation and Opportunity Act also mandates that key decision makers from education, economic development, community-based organizations, labor unions, training and human service agencies be represented on the WDB. Non-profit organizations, community leaders, and other stakeholders may also be appointed to serve on the WDB.

The composition of the Humboldt County Workforce Development Board is as follows:

- A minimum of 51% of appointments are representatives from the private business sector
- Labor Union representation is not to be under 20%
- At least one appointment from the adult education and training sector
- At least one representative from the following areas:
  - CBOs serving individuals with barriers to employment
  - Agencies addressing employment, training, education for eligible adult and youth within Native American programs
  - Government entities providing services under the Wagner-Peyser Act
  - Government entities providing Vocational Rehabilitation
  - Agencies providing community and economic development
  - K-12 Education system
  - Humboldt County Probation Department
  - Board of Supervisors (CLEO) representative

The current roster of Board composition can be found on Attachment B.

## America's Job Center of California (AJCC)/One-Stop Centers

One-Stops were envisioned as the centerpiece of the workforce system bringing education and employment services and other workforce development efforts into one system.

At One-Stops, employers and businesses can get their human resource needs met, including access to qualified employees from entry level to management; receive assistance with company downsizing and closing; access up-to-date labor market information; and receive information and access to state resources that support skill upgrading of current employees.

Job seekers have access to career advisors, a database of employers and educational opportunities, and a variety of support programs. In addition, computers, internet, fax and copy machines, job postings, and a career library are all at the disposal of job seekers.

All One-Stop Partners must commit to all of the following responsibilities:

- Make specified services available through the One-Stop Center.
- Provide financial support to create and maintain the One-Stop Center and its services.
- Enter into a Memorandum of Understanding (MOU) with the local Workforce Board regarding the operation of the One-Stop Center.

Humboldt County has one One-Stop/America's Job Centers of California (AJCC) location:

### **The Job Market**

409 K Street  
Eureka, CA, 95501  
(707)441-5627

## Local Approach

The Humboldt County Workforce Development Board envisions a vital and thriving regional economy that includes trained workforce that meets the needs of local employers.

The Workforce Development Board:

- Supports regional and individual economic growth and self-sufficiency by facilitating access to workforce and training services to better prepare and educate a skilled workforce.
- Focuses unique local strengths, including entrepreneurship, human and natural resources, innovation, and a collaborative strategy to offer the greatest opportunity for our residents and industries, with an emphasis on the region's most viable industries as documented in *Targets of Opportunity Report 2007*.
- Coordinates and integrates diverse partnerships to provide the framework that fosters demand-driven skills attainment to enable living wages with upward mobility, while being responsive to the needs of local employers.

## Targets of Opportunity

*Targets of Opportunity Report 2007* (prepared by Collaborative Economics, Inc.) first identified six fast-growing, high wage-paying industries for the Redwood Coast Region based on: (1) job growth; (2) wage

growth; (3) Firm growth; (4) exportation (increasing or higher than average concentration of jobs versus the State of California in the same industry); and (5) career progressions and demand occupations.

These industries, which demonstrated the greatest career and entrepreneurship opportunity, included:

- Diversified Health Care
- Building & Systems Construction
- Specialty Food, Flowers, & Beverages
- Investment Support Services
- Management & Innovation Services
- Niche Manufacturing

In addition to the six industries identified as *Targets of Opportunity*, the region experienced economic growth in two additional major industry sectors

- Tourism
- Forest Products

## Regional Approach

Our regional approach is focused on:

- Supporting the *Targets of Opportunity*, and additional major industry sectors.
- Identify solutions to build the workforce supply.
- Support a collaborative system with integration of services and braiding of resources.

By building systematic change strategies, the Humboldt County Workforce Development Board supports an education and workforce system that is aligned with the skills that business needs in its workforce and ensures the economic prosperity of the region.

## Statewide Collaboration

Statewide Collaboration includes the following initiatives:

- Promote the sharing of information among Workforce Development Boards, Chief Elected Officials, One-Stop Partners and other interested parties.
- Formulate policy positions that impact the Local Workforce Investment Area and communicate those positions at both the state and federal level.
- Actively promote employment and training, economic development and educational systems.
- Enhance local systems by aggressively pursuing coordination, resource sharing and the reduction of duplicated services.
- Provide input into the formulation of state guidelines and procedures that directly affect Local Workforce Investment Areas.
- Address local employment and training, economic development, welfare reform and educational issues.
- Work with federal, state and local entities to ensure continuous quality staff development.

## Roles & Responsibilities

### BASIC RESPONSIBILITIES OF THE WORKFORCE DEVELOPMENT BOARD

Workforce boards assume critical leadership roles in the local workforce system. To ensure a comprehensive workforce system, your local workforce board plans, monitors and evaluates to:

- Build partnerships between workforce and economic development stakeholders.
- Convene strategic industries and agencies to identify community needs and discuss educational skill needs.
- Develop alliances, through a formal or informal structure, to coordinate resources in the system-wide delivery.
- Identify local training service providers that meet the industry standards.
- Align workforce training with both business and labor market needs.
- Designate, verify, and oversee local WIOA services and system.
- Monitor the measures of success for both employers and job seekers .
- Establish systems of gathering, analyzing and publishing local employment trends and statistics for the public.
- Assess overall effectiveness of the local workforce system.

### STAFF TO THE BOARD RESPONSIBILITIES

Through the HC-WDB guidance and direction, staff to the board responsibilities include, but are not limited to:

- Carrying out the board's decisions and ensuring implementation of the local and regional plan with the collaboration of service providers.
- Devising methods for outreach to various industry sectors and business organizations.
- Informing the board about labor market trends and current job skill requirements of area employers and the skills of the area labor force.
- Develop local and regional plans and budget.
- Negotiating, processing, and managing contracts with service providers.
- Measuring performance.
- Reporting information to the board and the state, such as status of services, programs, agreements, expenditures and performance measures.
- Recommending service improvement options.
- Organizing with regional partners.
- Planning and developing the regional training plan for AJCC partners, service providers, and workforce staff.
- Facilitating local workforce meetings and convenings.

### CODE OF CONDUCT

The full Conflict of Interest and Code of Conduct policy has been included as Attachment C. It is important that each member read and review both policies initially and throughout their tenure on the board. Upon appointment to the board, each member must return the signed Conflict of Interest Policy

and Code of Conduct Attestation (Attachment D) and the Disclosure of Conflict of Interest (Attachment E) to the Executive Director within a timely manner to meet compliance.

Per the HC-WDB Bylaws, board members can be removed for any activity that interferes with or misrepresents the business of the WDB. Members can be removed by a vote of two-thirds of the members present at a WDB meeting in which a quorum has been established and where the action has been included on the agenda.

#### FORM 700 REQUIREMENT

Officials listed in Gov. Code Sec. 87200 (e.g.: Boards of Supervisors, City Council members, Planning Commissioners, elected state officials, etc.) must report all investments and income as well, as real property interests in their agency's jurisdiction. Form 700 has been included in this packet as Attachment F.

#### BOARD POLICIES

The Humboldt County Workforce Development Board adopts a set of policies that outline how programs and services will be administered. These policies take the lead from federal and state legislation. The board reviews and updates policies routinely to incorporate state and federal directives.

Acronym	Definition
A	Adult
ABE	Adult Basic Education
ADA	Americans with Disabilities Act of 1990 (US)
ARRA	American Recovery and Reinvestment Act
AJCC	America's Job Center of California
BLS	Bureau of Labor Statistics
BOS	Board of Supervisors
BPPE	Bureau of Private Postsecondary Education
BWF	Base Wage File
CalWORKs	California Work Opportunity and Responsibility to Kids
CCA	Career Center Advisor
CDE	California Department of Education
CDSS	California Department of Social Services
CLEO	Chief Local Elected Official
COCCC	Chancellor's Office of the California Community Colleges
CFR	Code of Federal Regulations
CSA	Cost Sharing Agreement or Cost Sharing Allocation
CTE	Career Technical Education
CWA	California Workforce Association
CWD	County Welfare Department
CWDB	State Board of California Workforce Development Board
DOL	Department of Labor
DOLETA	U.S. Dept. of Labor, Employment & Training Administration
DOR	Department of Rehabilitation
DOT	Dictionary of Occupational Titles or Department of Transportation
DVOP	Disabled Veterans Outreach Program
DW	Dislocated Worker
EAS	Employment Assistance Program
ED	Economic Development
EDD	Employment Development Department
EEO	Equal Employment Opportunity
ELL	English Language Learner
ETA	Employment & Training Administration
ETP	Employment Training Panel
ETPL	Eligible Training Provider List
FLSA	Fair Labor Standard Act
FY	Fiscal Year
GB	Governing Board
GED	General Equivalency Diploma
GO-Biz	Governor's Office of Business and Economic Development
HCD	Housing and Community Development
HHSA	California Health & Human Services Agency
HUD	U.S. Dept. of Housing and Urban Development
IEP	Individual Employment Plan
ICE	Integrated Competitive Employment
ILP	Independent Living Program

ISY	In-School Youth
ITA	Individual Training Account
LMI	Labor Market Information
LMID	Labor Market Information Division
LWDA	Local Workforce Development Area
LWDB	Local Workforce Development Board
MCLAUS	Multiple Closures, Layoffs, and Unemployment Services
MOA	Memorandum of Agreement
Mod	Modification
MOU	Memorandum of Understanding
NAICS	North American Industry Classification System
NAWB	National Association of Workforce Boards
NEG	National Emergency Grant
OJT	On-the-Job Training
OMB	Office of Management and Budget
OS or OSY	Out-of-School or Out-of-School Youth
PY	Program Year
RFP	Request for Proposal
RFQ	Request of Qualifications
RR	Rapid Response
SDA	Service Delivery Area
SP	Service Provider
STEM	Science, Technology, Engineering and Math
T&A	Time and Attendance
TA	Technical Assistance
TABE	Test for Adult Basic Education
TANF	Temporary Assistance for Needy Families
TEGL	Training and Employment Guidance Letter
TGAA	Trade Globalization Adjustment and Assistance Act
UC	Unemployment Compensation
UI	Unemployment Insurance
VA	Veterans' Administration
VR	Vocational Rehabilitation
WEX	Work Experience
WDB	Workforce Development Board
WIOA	Workforce Innovation and Opportunity Act
WOTC	Work Opportunity Tax Credit
WP	Wagner-Peyser
YSP	Youth Service Program
YSO	Youth Service Operator