

San Diego Consortium Policy Board – Meeting Agenda

date Friday, May 12, 2017

time 1:00 pm

place 1600 Pacific Highway, San Diego, CA – **Room 358**

MEMBERS

Chair: Scott Sherman, San Diego City Councilmember, District 7

Vice Chair: Kristin Gaspar, San Diego County Supervisor, District 3

Ron Roberts, San Diego County Supervisor, District 4

Barbara Bry, San Diego City Councilmember, District 1

Dr. Laurie Coskey, United Way, President & CEO

CALL TO ORDER AND NOTE OF ATTENDANCE

PUBLIC COMMENT

Members of the public may address the Policy Board on issues on this agenda (three minutes per speaker) and/or other items within the Policy Board’s scope. To speak, submit a “Request to Speak” form prior to the meeting. In compliance with the Americans with Disabilities Act, the SDWP will provide accommodations to persons who require assistance. If you require assistance, please call (619) 228-2900.

ACTION ITEMS

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Item #2: Receive Report from Joint Personnel Committee (JPC) and Action on Personnel Agreement with Peter Callstrom to Serve as Executive Director of the San Diego Consortium and as President and CEO of the San Diego Workforce Partnership 6

Adjourn to Closed Session (If Necessary)

(Government Code Section 54957)

Closed Session

- PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Executive Director of the San Diego Consortium and President and CEO of the San Diego Workforce Partnership, Inc.

Reconvene Open Session

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ADJOURNMENT

- Next meeting – June 30, 2017

Item #1: Minutes of the February 17 Policy Board Meeting

Members Present

Scott Sherman, Councilmember, City of San Diego, District 7
Kristin Gaspar, Supervisor, County of San Diego, District 3
Barbara Bry, Councilmember, City of San Diego, District 1
Ron Roberts, Supervisor, County of San Diego County, District 4
Laurie Coskey, President & CEO, United Way of San Diego County

Legal Counsel Present

David Smith, County Counsel, County of San Diego
Daphne Skogen, City Counsel, City of San Diego

Location: County Administration Building

All reports, memoranda and letters contained in the agenda or distributed at the meeting shall by this reference become part of the original minutes.

The meeting was called to order by Councilmember Scott Sherman, at 1:05p.m., with a quorum.

Non-Agenda Public Comment

Anthony Bernal, Assemblymember Todd Gloria's office – Announced 78th Assembly District Office Open House happening on March 9, 5:00 -7:00 pm.

Linda Blair Forth, Comprehensive Training Systems (CTS) – Provided public comment.

The following items were approved:

- 1-02/17/2017 - Item 1* **Appoint Chair and Vice Chair for 2017**
Approve the appointment of a Chairperson and Vice Chairperson for the 2017 calendar year. The Board nominated Councilmember Scott Sherman as Chair and Supervisor Kristin Gaspar as Vice Chair. Both accepted the nomination.
Motion, Second, Carried Unanimously (Roberts/Coskey)
- 2-02/17/2017 - Item 2* **Minutes of the November 18 Policy Board Meeting**
Approve the minutes.
Motion, Second, Carried Unanimously (Bry/Roberts)

3-02/17/2017 - Item 3 **Workforce Accelerator Fund 4.0, Code for America**
Concur with the WDB and approve a \$250,000 service agreement with Code for America (CfA), which will be matched by \$250,000 of CfA funds.
Motion, Second, Carried Unanimously (Gaspar/Bry)

4-02/17/2017 - Item 4 **Disability Employment Initiative, KRA Budget Modification**
Concur with the WDB and approve a contract modification of KRA's current contract (operations of the Metro region AJCCs) to add \$98,133 for the first year of the initiative.
Motion, Second, Carried Unanimously (Bry/Coskey)

5-02/17/2017 - Item 5 **Receive Report from Joint Personnel Committee (JPC) and Action on Personnel Agreement with Peter Callstrom to Serve as Executive Director of the San Diego Consortium and as President and CEO of the San Diego Workforce Partnership**
The Board agreed to table the decision until the next meeting.
Motion, Second, Carried Unanimously (Roberts/Gaspar)

The following items were discussed:

6-02/17/2017 - Item 7 **C2C Update and Vision**
P. Callstrom reviewed the SDWP 2016 accomplishments. C2C provided 1,000+ employment opportunities to young adults in 2016, more than doubling the job placements from 2015.

DISCUSSION

Councilmember Sherman commented that the City is dedicated to supporting C2C. He thanked SDWP for taking the lead in expanding employment opportunities to more young people throughout the region.

7-02/17/2017 - Item 8 **WIOA Transition, Performance, and Planning**
A. Hall provided an update on WIOA programs.

- SDWP achieved and exceeded all its goals.
- SDWP was awarded \$55,000 from the State Workforce Board for being a high performing board.
- SDWP released drafts of the Local and Regional plans for public comment. Board members were encouraged to share with their network.

8-02/17/2017 - Item 9 **President & CEO Report**

- P. Callstrom thanked L. Blair Forth for her comments.
- Board members were encouraged to review the program highlights included in their binders.
- Flip the Script Youth Summit – Event will be held April 13 at the Jacobs Center and focus on reconnecting the 53,000 opportunity youth in San Diego County.
- Priority Sector Boards - Over 3,000 boards are displayed in schools, in English and Spanish. SDWP is planning on producing another four poster boards from the recently released reports. P. Callstrom thanked the Board for their initial funding that allowed this to happen.

9-02/17/2017 - Item 6 **Closed Session**

Conference with Legal Counsel – Anticipated Litigation
Board adjourned to closed session.

Adjournment

The meeting was adjourned 1:30 pm.

Next meeting is May 12, 2017.

Item #2: Receive Report from Joint Personnel Committee (JPC) and Action on Personnel Agreement with Peter Callstrom to Serve as Executive Director of the San Diego Consortium and as President and CEO of the San Diego Workforce Partnership (SDWP)

RECOMMENDATION

That the Policy Board:

- Receive a report from the JPC concerning a public employee performance evaluation for Peter Callstrom, Executive Director of the San Diego Consortium and President and CEO of the SDWP.
- Approve the JPC of the San Diego Consortium Policy Board recommendation to the employment agreement between the Policy Board and the SDWP Board of Directors, and Peter Callstrom, Executive Director of the San Diego Consortium and President and CEO of the SDWP.

Attachment: Peter Callstrom Personal Services Agreement

**PERSONAL SERVICES AGREEMENT
WITH PETER A. CALLSTROM TO SERVE AS THE
EXECUTIVE DIRECTOR OF THE CONSORTIUM AND AS THE
PRESIDENT AND CHIEF EXECUTIVE OFFICER OF THE PARTNERSHIP**

THIS AGREEMENT is made by and among the Policy Board of the San Diego Consortium ("Consortium" or "Policy Board"), the San Diego Workforce Partnership, Inc. ("Partnership"), and Peter A. Callstrom herein called "Contractor."

RECITALS

A. The San Diego Consortium was created by a Joint Exercise of Powers Agreement between the City of San Diego and the County of San Diego. The Policy Board is the governing body of the Consortium. The Partnership was created, in part, to administer the affairs of the Consortium.

B. An Agreement on Roles and Responsibilities among the Partnership, the Consortium and the Partnership effective July 1, 1997, as amended, provides that:

- (1) representatives of the Policy Board, and Partnership participate in a Joint Personnel Committee (JPC) which recommends to the Policy Board personnel actions regarding hiring, evaluating and determining Contractor's compensation;
- (2) Contractor serves as the executive director of the Consortium and the President and Chief Executive Officer (CEO) of the Partnership;
- (3) the Policy Board designates, evaluates and determines Contractor's compensation;
- (4) the Partnership pays Contractor the compensation established by the Policy Board.

C. This Agreement describes Contractor's general authorities and responsibilities as the Consortium's Executive Director and the Partnership's President and CEO.

D. The Policy Board, after receiving input from the JPC, believes that Contractor is an individual who is experienced and qualified to supervise the operations of the Consortium, and the Partnership.

E. Pursuant to the Policy Board's approval of this Agreement, the Policy Board and the Partnership desire to hire Contractor to have him provide services as the Consortium's executive director and as the Partnership's President and CEO.

NOW, THEREFORE, in light of the above recitals and the mutual obligations of the parties as herein expressed, the parties agree as follows:

Terms and Conditions

1. Joint Personnel Committee (JPC) Defined

The JPC, established in accordance with a Memorandum of Agreement between the Policy Board and Partnership, monitors Contractor's performance and periodically reports on such to the Policy Board and Partnership.

2. Scope of Work

- a. Contractor has been appointed and shall continue to serve as the Consortium's Executive Director and as the Partnership's President and CEO, and in that capacity shall assist Consortium and Partnership in providing for:
 - (1) the development and creation of job opportunities, training, and education, and other services needed to enable individuals to secure and retain employment to their maximum capacity;
 - (2) a regional comprehensive system of planning and administration to promote effective and efficient use of regional employment and training resources: and
 - (3) a collaboration between the public and private sector for the purpose of providing services which are responsive to employers, and training program participants' needs.
- b. Contractor shall serve as Secretary and as an ex-officio member of the Policy Board without a vote. Contractor shall be responsible for the management of the business of these bodies through their respective Chairperson.
- c. Contractor shall be responsible for administration of Partnership funds, budgets, programs, projects, and personnel.
- d. Contractor is authorized, consistent with Policy Board and Partnership policies, to apply for and obtain funding, to execute and sign contracts and grants, to expend funds, to enter into or amend agreements or contracts, to create positions, appoint, compensate, recruit, select, organize, train, discipline, and terminate personnel, and to take any other actions necessary in order to implement and insure compliance with the Family Economic Security Act (FESA), the Workforce Innovation and Opportunity Act (WIOA) or their successor legislation, the Joint Exercise of Powers Agreement between the City of San Diego and the County of San Diego creating the Consortium, applicable State and Federal law, and/or as directed by action of the Policy Board or Partnership.
- e. Contractor shall be responsible for program development, procurement, management, and oversight of the plans and programs of the Consortium and Partnership.

3. Time of Performance

The services of Contractor commenced on July 16, 2012, and became reviewable annually on June 30, 2013, and shall terminate June 30 of any year thereafter unless extended pursuant to an amendment to this Agreement or unless terminated earlier pursuant to paragraphs 7 or 8. The Policy Board or its designee(s), on behalf of the Consortium and the Partnership, shall notify Contractor at least ninety (90) days prior to June 30, 2017, and at least ninety (90) days prior to June 30 each year thereafter, of its desire to not renew this Agreement. Failure to satisfy this ninety-day time period shall not limit or prevent the Policy Board to take action pursuant to paragraphs 7 or 8. If the Policy Board does not give notice to Contractor by June 30 of each year as to whether the Agreement will be extended or terminated, the term of the Agreement shall be extended for one year without action by either party.

4. Compensation

- a. The Policy Board, on behalf of the Partnership, shall pay Contractor, for satisfactory completion of all services under this Agreement, one hundred eighty-two thousand one-hundred seventy-six dollars and fifty-six cents (\$182,176.56) for each twelve months of service as a base annual salary for each year of this contract, and the same fringe benefit package received by other members of the Partnership staff. Contractor shall participate in the federal MEDICARE program and the employer contribution shall be withheld from Contractor's salary for this program. Contractor shall be immediately vested in the fringe benefit package upon hire. Partnership shall provide Contractor with term life insurance valued at twice his base. The Policy Board, after consultation with the Joint Personnel Committee (JPC), shall determine whether services under this agreement have been satisfactorily completed. The JPC shall perform an annual review of performance and compensation and may thereupon recommend to the Policy Board an adjustment of compensation. The JPC may schedule other such reviews of performance and compensation and may adjust Contractor's compensation at any time it deems appropriate.
- b. Contractor began to accrue and shall continue to accrue a total of twenty-five (25) days of paid Annual Leave, accruing at a rate of 25/26 days per pay period commencing on July 16, 2012. Contractor may accumulate up to a maximum of the hours consistent with the organization's annual leave policy for all staff members, after which no additional leave will be earned. Each pay period is a biweekly period of two weeks, which constitute 10 working days or 80 working hours, for an annual amount of twenty-six (26) pay periods, which constitute 260 working days or 2080 working hours.
- c. Upon termination or non-renewal of the Contractor's Agreement, Contractor shall receive compensation for unused annual leave earned under this Agreement at his hourly rate (calculated by dividing Contractor's annual salary by 2080 hours) on an hour-for-hour basis. Contractor shall, however, be allowed to receive full compensation for any amounts of accrued Annual Leave, which are surrendered during this Agreement.
- d. Contractor shall also receive Holiday Leave with pay each calendar year as per the same schedule as other Partnership staff.

5. Supportive Services to be Furnished to Contractor

Partnership shall supply to Contractor suitable office and parking space, supplies and materials, staff and secretarial support. Contractor shall receive a transportation allowance at a rate of Five Hundred dollars and zero cents (\$500.00) per month. Contractor shall also receive any other support as is necessary from the adopted Partnerships budgets to perform the scope of work of this Agreement without cost to the Contractor. Partnership shall cooperate with the Contractor to every extent possible to accomplish this Agreement's scope of work as provided in paragraph 2.

6. Method of Payment

Partnership shall pay the Contractor for actual services performed, a total sum which shall not exceed the amounts stated in this Agreement, which shall constitute full and complete compensation for Contractor's services. Payments of base salary shall be made biweekly in arrears for services provided.

7. Termination for Convenience of Parties

Contractor may terminate this Agreement at any time without cause by giving written notice of such termination and specifying the effective date thereof at least ninety (90) days before the effective date of such termination. Pursuant to action by the Policy Board, the Consortium may terminate this Agreement at any time without cause by giving written notice of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of such termination without cause by the Consortium prior to June 30 of any contract year, and in accordance with Government Code section 53260, Partnership shall pay to Contractor an amount equal to the monthly salary of Contractor multiplied by the number of months left on the unexpired term of this Agreement, not to exceed six months. Contractor hereby expressly waives any and all claims for damages and compensation arising under this Agreement except as set forth in this section in the event of such termination.

8. Termination of Project

In the event Consortium or Partnership is terminated for any reason, this Agreement will likewise terminate at such time.

9. Change

Either party may from time-to-time request changes or amendments to this Agreement. Such changes or amendments which are mutually agreed upon by and between the Policy Board and Partnership and Contractor shall be effective only when incorporated in written amendments to this Agreement.

10. Assignability

Contractor's services are unique to the needs of Partnership and therefore Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, provided, however, that claims or money due or to become due to Contractor from Partnership under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Partnership by the Contractor.

11. Interest of Contractor

Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Any such employment or other duties shall have prior written approval of the JPC.

12. Notice

Any notice or notice required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

SAN DIEGO CONSORTIUM POLICY BOARD

Councilmember Scott Sherman
San Diego Consortium Policy Board, Chairperson
City Administration Building
202 C Street, MS #10A
San Diego, CA 92101

SAN DIEGO WORKFORCE PARTNERSHIP, INC.

Marlene Taylor, Chairperson
Taylor Trim and Supply
2061 Aldergrove Ave.
Escondido, CA 92029

CONTRACTOR

Peter A. Callstrom
3910 University Avenue, 4TH Floor
San Diego, CA 92105

13. Partnership Employee

Contractor is, for all purposes arising out of this Agreement, a direct employee of Partnership but is not subject to the personnel policy or merit system established by Partnership for other employees. The Policy Board reserves contracting authority, responsibility, and liability for this Agreement. Contractor shall be eligible to participate in any group benefit or plan

established for other Partnership employees. The position of Partnership President & CEO is a member of the Exempt Service under the Partnership Personnel System.

IN WITNESS WHEREOF, the parties have duly executed this Agreement. The effective date of the Agreement is mutually agreed to be July 1, 2016.

SAN DIEGO CONSORTIUM POLICY BOARD

Councilmember Scott Sherman, Chairperson Date

CONTRACTOR

Peter A. Callstrom Date

ATTESTATION

SAN DIEGO WORKFORCE PARTNERSHIP, INC.

Marlene Taylor, Chairperson Date

I HEREBY APPROVE the form and legality of the foregoing Agreement this _____ day of _____, 2016.

THOMAS M. MONTGOMERY
County Counsel and
Consortium Attorney

By: _____
David J. Smith
Senior Deputy County Counsel

Item #3: Joint Personnel Committee

RECOMMENDATION

- Appoint three Policy Board members to Joint Personnel Committee (JPC).

BACKGROUND

- The CEO'S s performance is reviewed annually by the JPC.
- Policy Board JPC participants: three members (Chair and two designees).
- SDWP, Inc., JPC participants: three members (Chair and two designees).
- The CEO will submit a self-review to the JPC which will include an overview of the prior year and goals for the next review period.
- When the review is completed, any recommended actions (i.e., compensation, benefits, etc.) will take effect on July 1.
- The CEO will help coordinate the JPC convening and review process.

Item #4: Contract Performance Dashboard

INFORMATION ITEM – NO ACTION REQUIRED

The following executive snapshot provides a high-level overview of contractors, programs, and performance year to date. More information on specific programs will be provided through additional information and/or action items.

“Performance” is an indicator of whether the subrecipient is meeting their target outcomes as well as compliance with contractual obligations.

Green	Yellow	Red	
In compliance and on track to meet all metrics.	Minor corrective action or slightly below performance standards.	Out of compliance, unable to meet contractual goals and significant corrective action required.	
Adult (Serving individuals 18+) - \$9,824,029 in Obligations			
Contractor	Program Name	Funding Stream	Contract Total
ResCare (South)	Adult/Dislocated Workers	Department of Labor (DOL)	\$1,415,022
	Expanded Subsidized Employment (ESE)	County of San Diego	\$ 172,699
	Breaking Barriers San Diego	DOL-WIF	\$ 212,256
ResCare (North)	Adult/Dislocated Workers	WIOA	\$1,552,389
	ESE	County of San Diego	\$ 85,572
	Breaking Barriers San Diego	DOL –WIF	\$ 200,127
KRA (Metro)	Adult/ Dislocated Workers	DOL	\$3,234,744
	Breaking Barriers San Diego	DOL – WIF	\$ 449,780
	ESE	County of San Diego	\$ 222,487
Grossmont Unified (East)	Adult/ Dislocated Workers	WIOA	\$1,178,045
	ESE	County of San Diego	\$ 177,367
	Breaking Barriers San Diego	DOL –WIF	\$ 148,579
Second Chance	Reentry Works 1	DOL	\$ 387,481
	Reentry Works 2	DOL	\$ 387,481
Youth (Serving individuals 16-24) \$5,900,910 in Obligations			
Able Disabled Advocacy	(Metro) Out of School Youth (OSY)	WIOA	\$ 510,000
Access, Inc.	(Metro)	WIOA	\$ 460,000
	(East) OSY		\$ 459,000
	(North) OSY		\$ 460,000
	(South) OSY		\$ 400,000
	(Metro) Foster Youth		\$ 247,500
	(County-Wide) Foster Youth SPA		\$ 432,000
BIOCOM Institute	(County-Wide) OSY - Life Sciences	WIOA	\$ 275,000
Comprehensive Trng Systems	(South) OSY	WIOA	\$ 343,040
Interfaith Community Services	(North) OSY	WIOA	\$ 456,221
IRC	(East) OSY	WIOA	\$ 237,500
SD Continuing Education	(Metro) OSY	WIOA	\$ 437,600
Second Chance	(Metro) OSY	WIOA	\$ 450,000
South Bay Community Svcs	(East, South, North) Foster Youth	WIOA	\$ 302,500
YMCA	(North) OSY	WIOA	\$ 430,539
Total			\$15,724,929

Item #5: Corrective Action: Comprehensive Training Systems (CTS)

INFORMATION ITEM – NO ACTION REQUIRED

In accordance with SDWP’s policies outlined in the Operations Manual, Chapter 8, CTS was placed on corrective action for the following contractual deficiencies found during file review and the annual monitoring process: Enrollments & Performance, Monitoring Findings, Data Entry and Fiscal. Per the corrective action, CTS was required to demonstrate that all the observations/findings were corrected via a response to the draft audit report by April 14th.

As of April 14th, CTS had not addressed all the contractual deficiencies; given this, SDWP does not anticipate executing future option years of the CTS contract (PY16-17).

BACKGROUND

CTS was selected through the evaluation process and approved by the Policy Board on April 29, 2016 to provide workforce service in the South Region of San Diego County. The contract amount is \$343,040 to serve 61 of Out of School Youth per year, with primary performance measures of placing 72% in education or employment and a 60% attainment of degree or certificate. The period of performance for the first year began July 1, 2016 and ends June 30, 2017.

Since the beginning of the program year, SDWP program specialists have performed file reviews of 15 CTS files (November & March) and a third-party monitor, Simpson and Simpson, has completed Phase I programmatic monitoring (February) of the contract. The internal file review noted issues with data entry and compliance; CTS was provided the opportunity to address and close out the findings but did not do so in a timely manner.

Subsequently, Simpson and Simpson’s external monitoring in February identified 46 programmatic and fiscal findings, including concerns regarding separation of duties, disallowed costs and CalJOBS reporting compliance (enrollments, performance, data entry). Many of the issues identified were the same as those found during internal file review in November indicating a trend of non-compliance. Simpson and Simpson noted that this is the highest number of findings of any Youth or Adult contract monitored this year.

SDWP has provided extensive technical assistance to CTS, beyond the training given to all WIOA Youth providers, since the inception of the contract and has also provided detailed guidance on the steps necessary to address each of the open findings. To close all the programmatic and fiscal findings, CTS is required to submit a corrective action plan, participate in weekly meeting with Program Specialist, provide regular updates detailing progress against their plan and attend required training. SDWP has provided several additional technical assistance opportunities, as well as hosted multiple in-person meetings with SDWP’s programs and leadership team to support CTS in the corrective action process.

SDWP’s contracts follow standard practice with a base year and option year structure; execution of option years is contingent on organizational “need, performance, and availability of funds.”

Item #6: **New Initiative: Center for Local Income MoBility**

INFORMATION ITEM – NO ACTION REQUIRED

SDWP has launched a new initiative, the Center for Local Income MoBility or CLIMB. CLIMB will spin up opportunities for SDWP to invest in families and in children - the very front end of the workforce pipeline.

SDWP currently supports workforce development for older youth and adults, ages 16 and above. Many of our customers were unsuccessful in their prior education experiences, are new to our country, or their skills and expertise have been made less valuable or obsolete in our rapidly evolving economy.

We are creating new capacity and commitment through CLIMB to expand our work. We are driven by **three big ideas**:

1. **Income mobility:** Based on compelling research pioneered by big-data scholars (see [The Equality of Opportunity Project](#)), we will support children and families in ways that best predict income mobility – moving up the economic ladder to the middle class or beyond.
2. **Prevention:** Support children and youth to access quality education opportunities that put them on track to earn a post-secondary degree or certificate and family-sustaining wages. Prevention is cost effective and delivers a higher return on investment than remediation or intervention after young adults have fallen out of the education and/or labor market.
3. **2Gen:** Families are social ecosystems, and when we invest only in one generation of that ecosystem, such as the employment of a parent, we miss a critical opportunity to assure long-term economic security for the whole family. CLIMB will help SDWP join a national movement called 2Gen – simultaneous investments in the education and skill attainment of parents and their children. When we do this, we will realize a triple workforce bottom line: skills of the parent(s), workforce participation and stability of the parent(s) because their children are in quality child care, and improved workforce trajectory for the child(ren).

It will take some time to build this portfolio, but we are launching with three major projects and more on the horizon focused on 1) food security and the CalFresh program in partnership with the County of San Diego, 2) A research project in partnership with the San Diego Regional Chamber of Commerce on the family supports (i.e. child care, paid family leave, etc.) offered by San Diego employers, and 3) developing a prenatal to 3rd grade (p3) early childhood development and care model for parents and children in Vista Unified School district.

Item #7: Eligible Training Provider List (ETPL)

INFORMATION ITEM – NO ACTION REQUIRED

In Program Year 15/16, SDWP invested \$3,610,268 for 732 American Job Center (AJCC) participants to attend classroom-based training programs across the county through Individual Training Accounts (ITAs).

Participants going through the job centers work with career coaches to identify their skills, interests, abilities, study growing careers in the region, and select training programs from the Eligible Training Provider List (ETPL). This process for selecting and funding training programs is outlined in the federal WIOA legislation and in State of California Employment Development Department guidance.

As SDWP continues to implement both the letter and the spirit of WIOA, staff have been analyzing different approaches to administering these funds to better align with local needs, priorities and assets. Within the context of SDWP and the community college system's joint regional plan, and after integrating financial and training outcome data, SDWP staff are exploring a new approach to ETPL administration.

Current state

SDWP's current ETPL policy, guided by federal and state regulatory oversight, requires that providers meet the following elements to get on and stay on the ETPL:

- Institution must be recognized by an accrediting agency (i.e. Western Association of Schools and Colleges (WASC), Accrediting Council for Continuing Education and Training (ACCET), and other DOE groups).
- Most schools or institutions applying for inclusion on the ETPL must possess "approval to operate" or exemption status from the Bureau for Private Postsecondary Education (BPPE). Notable exceptions include public schools or institutions, such as community colleges, state-approved apprenticeships or school districts — these only need an accreditation.
- Institutions must train for jobs that are considered in-demand or higher in-demand based on research by SDWP.
- Institution must have and maintain a 64% "Entered Employment" rate for participants in each program – that is, 64% of students must be working six months after program completion. Brand new programs have 18 months to meet this requirement.

These standards reflect the state guidelines. However, local boards have the opportunity to create additional local policy to best align ETPL investments with local needs and priorities.

Proposed changes

SDWP has conducted a recent review of our existing providers and is exploring ways to ensure that all providers on the ETPL are equipped to meet the needs of our local population. Key additional guidance being considered includes:

- Course fees are competitive with similar offerings in the region and are equal to or less than the published rate on the institution’s website or catalog.
- Training Provider has been in operation for at least six months and is financially solvent without need of subsidy from WIOA training.
- Training Provider provides notice of changes in accreditation, approval to operate, and proposed changes in price.
- Provider has not been debarred from doing business with the Federal Government.
- Training Provider is committed to meet targets designated by SDWP, specifically:
 - 75% Completion rate for WIOA participants.
 - 85% Credential attainment rate for WIOA participants.
 - 75% Entered Employment rate for WIOA participants. For monitoring purposes the employment rate is determined at the point in time per participant at each follow-up for up to four quarters.
 - 50% Self Sufficiency rate for WIOA participants. This is defined by at least 50% of participants benefitting from ITA funding support who earn what constitutes a self-sufficient wage in San Diego County, currently at \$13.09 per hour. All other participants must be in jobs which lead to this wage (e.g. demonstrated career ladder).

Programs are subject to continuous monitoring as student outcome data is made available. SDWP is committed to the success of ETPL providers and will take a proactive approach in making performance data available; however, SDWP may delist a program if there is reasonable evidence that the program is underperforming or unable to comply with administrative requirements.

Anticipated Impact

- More outcomes-focused funding and policy decisions
- Training investments more aligned to SDWP’s researched career pathways
- Less private providers building business models around WIOA funding
- More proactive approach to engage public institutions (community colleges, apprenticeships, adult education) in leveraging training costs.
- Greater transparency to existing and potential trainers on qualifications and expectations.
- Qualified training programs that have high recognition value in the community can result in greater job opportunities for participants.

The above will be reviewed annually to verify that the training provider remains in good standing and to adjust the performance targets as appropriate.

This additional level of rigor will, in light of expected reductions in WIOA funding, enable SDWP to ensure training funds are efficiently and effectively applied to equip Adult and Dislocated Workers with the necessary skills, knowledge and experience for employment.

Item #8: RFP Framework – Operations and Management of America’s Job Centers of California (AJCC) Network

INFORMATION ITEM – NO ACTION REQUIRED

For the last 12 months, SDWP has been planning the release of a Request for Proposals (RFP) to procure services for the AJCC Network. The AJCC network – and the contractors that operate it – are funded through the U.S. Department of Labor (DOL) Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker programs, County of San Diego Expanded Subsidized Employment (ESE) and DOL Workforce Innovation Fund (WIF) grant programs.

As a result of this planning, SDWP is considering two significant shifts in the AJCC management and contracting structure to improve the effectiveness, quality, and consistency of AJCC services:

- Procure one lead contractor to be the prime contractor and singularly accountable for the AJCC system (currently the AJCC network is managed through four separate contracts with three different organizations); and
- Shift the administration of training funds directly to the procured AJCC operator (currently, SDWP administers these funds separately from AJCC contracts).

The changes proposed in the RFP framework are intended to bring operational and cost efficiencies and improvements to both the employer and job seeker experience, as discussed in further detail below.

Planning Process

Beginning in May of 2015, the Adult Programs Committee, Workforce Development Board and SDWP staff have taken the following steps to identify and understand community priorities, and plan for the release of the RFP:

Phase 1: Data Analysis	A. 12 town-hall style community conversations B. Customer satisfaction surveys C. Mapping demographics, performance data analysis
Phase 2: Strategic Planning	A. APC Retreat (August ‘15) B. AJCC RFP Town Hall sessions
Phase 3: Development of WIOA regional and local plan	A. MOU Phase 1 (June ‘16) B. Submit Local & Regional WIOA Plan to State (March ‘17) C. MOU Phase 2 – Infrastructure cost sharing (draft)
Phase 4: RFP Process	D. WDB Approve RFP Framework (June 15 th board mtg) E. RFP Draft Release (June ‘17) F. RFP Final Release (August ‘17) G. Proposals Due (October ‘17) H. Evaluation and Board Approval (Nov/Dec ‘17)

RFP Focus Areas

a) One AJCC Service Provider for County of San Diego

Proposals would be required to demonstrate how they will serve all four regions of San Diego County. A shift to a single provider will promote a standardized and streamlined experience for employers and job seekers regardless of geography, leverage economies of scale and increase regional collaboration with partners. One service provider increases cost-efficiencies in opportunities to leverage support staff across the regions (i.e. one accountant, one site manager, one HR representative).

The proposal must also demonstrate how the provider will administer training funds (On-the-Job-Training and Individual Training Accounts), from agreement through invoicing and payment. Administration of the training funds by the single provider will make the process for employers/providers more efficient as the AJCCs already work with these organizations directly to establish training agreements and generate necessary documentation. SDWP will continue to provide oversight and monitoring for all training funds.

b) Partnerships

Proposals will be required to demonstrate local partnerships and gather agreements in writing for how they build a network of partners with community-based organizations, government agencies, education providers and other relevant workforce partners to deliver the best possible outcomes for the county.

c) Employer Connections

Proposals will be required to describe their relationship with employers and strategy for job development as well as the impact that their programs will have in meeting employer needs with the highest levels of satisfaction.

d) Understanding Target Population

Proposals will be required to demonstrate their understanding of the demographics of the four regions in San Diego, from both a customer and business perspectives, and outline how they will address the specific needs of each region and the network.

e) Access Points

Proposals will be asked to demonstrate how they will create in-kind partnerships and strategies to increase the cost-effectiveness and physical access points and presence of the AJCC Network throughout the region.

f) Performance

Bidders will be required to submit projected performance targets above and beyond SDWP's minimally required performance to demonstrate their capacity and ability to deliver increased results for their region. This includes demonstrating how they will achieve both outcome and impact metrics for both employers and job seekers.

Guiding these projected performance targets will be the required DOL performance measures and all local performance measures as set by the WDB. Some measures are still being defined by

DOL. Below are measures in the contract that align with the primary measures SDWP is held to by the state and represent the baseline that bidders will use to develop their performance outcome and long-term impact measures to be submitted in their bids.

AJCC Network Performance Measures Targets		
Measures	Description	Contract Target
Adults		
1. New Enrollments	Number of new participants enrolled into the program	To be negotiated
2. Entered Employment	Exited participants employed during the follow-up quarter	75%
3. Credential Attainment	Exited participants who received a license/certificate	85%
4. Measurable Skills Gain	Participants who improved in a skill related to the training or education service they received	New, TBD
5. Effective employer services	Employer satisfaction, retention of employees and penetration	New, TBD

Term of Procurement

An initial one-year period with the option to extend contracts for three (3) additional one year periods based on need, performance and funding availability. The period of performance for the first contract year will begin July 1, 2018 and end June 30, 2019.

Geographic Distribution of Funds

SDWP anticipates that full funding allocations (administrative and programmatic funding) will be known on or about the time of the final negotiations of contracts in Spring 2018. Funding for WIOA and WIF services will be allocated according to SDWP’s geographic distribution formula. Figure 2 below shows the estimated project funding available by region based on current, approved geographic distribution. The amounts below are subject to change based on available funding at the time of contract award:

Region	Geographic Distribution – Adult	Geographic Distribution – DW	Projected WIOA Adult	Projected WIOA DW	Projected ESE *	Projected WIF Funding
Metro	38.2%	37%	\$1,533,111	\$1,701,633	\$222,487	\$ 449,780
North	25.27%	24.2%	\$ 682,148	\$ 870,241	\$ 85,572	\$ 200,127
South	18.95%	19.3%	\$ 723,491	\$ 691,531	\$172,699	\$ 212,256
East	17.59%	19.5%	\$ 506,444	\$ 621,601	\$177,367	\$ 148,579
Total	100%	100%	\$3,445,194	\$3,885,006	\$658,125	\$1,010,742
Grand Total: \$8,999,067						

*Based on performance (i.e. - number

**This amount does not include the amount reimbursed to employers and/or training providers.

Selection

Funding will be awarded based on the proposals submitted and recommendation by an RFP scoring panel made of board members and local/national experts.

Item #9: CEO & Staff Report

Staff will provide an update on key milestones and organizational updates.