

**NorCal Workforce Partnership
CONSORTIUM AGREEMENT
AND
MEMORANDUM OF UNDERSTANDING**

I. Preamble.

Whereas Northern California faces a looming skills gap, high unemployment, and lack of funding for the education and workforce system; and

Whereas, due to lack of integration among workforce and educational institutions and programs, students do not consistently receive the full range of support services they need to succeed in obtaining skills critical to the economy; and

Whereas, state and federal budget cuts have significant, detrimental effects on education, economic development and workforce development programs; and

Whereas, the growing emphasis on postsecondary completion at the federal and state policy level provides further impetus for service delivery innovation and systems reform;

Therefore, the undersigned join together to adopt this Memorandum of Understanding (MOU) to establish a collaborative that will collaborate as a workforce development region; build better working relationships; create common policies and practices; share best practices; conduct joint procurement; align, leverage and share strategic business plans and resources, identify regional sectors and focus training funds to prepare for high-demand jobs, support regional business development, and increase discretionary funding for training Northern Californians.

This Memorandum of Understanding (MOU), entered into by and between the undersigned Workforce Investment Boards ("the Consortium hereinafter"), sets forth the understandings reached between the undersigned members of the Consortium (the "Member" or the "Members") concerning how the Members will work together to develop a shared Regional Strategic Business Plan and to align operating policies, beginning with policies defining training resources, implementation policies for the California Workforce Services Network client tracking system, and policies on reporting and promoting training successes and outcomes. When developing grant proposals for the Northern California region, the Members will agree upon the amount of funds and the specific deliverables for which each Member will be responsible, designate one Member as the lead institution that will serve as the grantee, and reflect the

commitment of all Members to provide the lead institution all information needed to meet the reporting and other requirements of the grant.

Consortium Agreement Goals:

<i>Goal #1: To increase and improve the employment opportunities for Northern California job seekers by fostering cooperation, collaborating on policy alignment and braiding local WIA, TANF & Community College funds.</i>
<i>Goal #2 Expand sector initiatives targeting "middle-skill jobs" which result in career pathways and include classroom instruction, hands-on training, career coaching, supportive services and placement in jobs.</i>
<i>Goal #3 Foster cooperation and braid local WIA, TANF & California state funding with County Welfare Departments to increase the opportunities in career pathway high-demand jobs for low-income youth, welfare recipients, veterans and dislocated workers.</i>
<i>Goal #4 Provide intensive work ready services to dislocated workers and unemployed professionals to facilitate rapid return to the workforce.</i>
<i>Goal #5 Establish innovative alliances to incubate and nurture business start-ups and support the growth of small business.</i>

Align Workforce and Training Actions and Talent Retention Actions, including

1. Complete supply and demand assessment for key regional occupations, identify emerging trends and gaps, and develop a strategy to address the gaps.
2. Support educational pathways and alignment with regional industry clusters as a tactic to achieve regional benchmarks and improve student outcomes
3. Organize and solidify regional structures to maximize the ability to capture existing resources, increase efficiencies and attract new investment
4. Mobilize the community to advance and support continued investment in education for the purpose of increasing economic prosperity with a focus on supporting innovation and increased use of technology.
5. Develop and execute a talent retention strategy.
6. Develop mechanisms to better connect current students and residents to professional assets and opportunities in the region.

In consideration of the foregoing, and the mutual covenants and promises set forth below, the parties agree as follows:

1. Establishment of Consortium. The undersigned Members hereby establish and form the Consortium. In so doing, the Members agree to comply with the provisions of the Workforce Investment Act of 1998, Public Law 105-220 (hereinafter the "Act"), as amended from time to time and any other applicable laws, regulations, rules, terms and conditions.

2. Purposes. The purposes of the Consortium are generally to:

- (i) have Members work to bring together education, economic development, employers, human services and workforce systems; break down regulatory and

economic barriers, align systems and braid funding to improve outcomes for job seekers and employers in Northern California;

(ii) have Members carry out assigned goals and activities;

(iii) when applicable, have Members specify the amount of funds and the specific deliverables for which they will be responsible;

II. Costs. Each Member will be responsible for the formula and leveraged funding contributed by their local area.

III. 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.

IV. 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.

V. Dispute Resolution.

1. Parties to this MOU shall continue to perform their responsibilities under this MOU during any dispute. Disputes shall be resolved in a timely manner, directly involving the parties to the dispute. The parties shall try to resolve policy or practice disputes informally and at the lowest level, under the supervision or with the assistance of the Executive Director or CEO of the lead institution or that person's designee.

2. Any party to this MOU may call a meeting of all Members to discuss and resolve disputes. Should those resolution efforts fail, the dispute shall be referred to the Chairs of the Workforce Investment Boards involved in the dispute, who will place the dispute on the agenda of their next regular meeting or called special meeting of the Executive Committee. The Executive Committees shall attempt to mediate and resolve the dispute.

VI. Hold Harmless. Each party to this MOU agrees to indemnify, defend and hold harmless the other parties, state or local governments, their officers, agents, employees

and volunteers from any and all claims, lawsuits, causes of action, damages, fees or costs arising out of or resulting from the acts, errors, omissions, negligence or misconduct of the party, its officers, agents, employees and volunteers.

VII. Nondiscrimination. Parties to this Agreement shall not unlawfully discriminate or harass any employee, applicant or participant under this Agreement due to gender, race, color, ancestry, religion, national origin, disability, sexual orientation, medical conditions, age or marital status. The parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.* and related applicable regulations.) Parties to this MOU shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or such other agreement. Parties to this MOU shall include such nondiscrimination and compliance provisions as set forth in this clause and all related subcontracts and financial agreements.

VIII. Americans with Disabilities. Parties to this MOU will also comply with the American With Disabilities Act of 1990 which prohibits discrimination.

IX. Governing Law. This MOU is governed and shall be interpreted in accordance with the laws of the State of California, State WIA enabling legislation and the Workforce Investment Act of 1998.




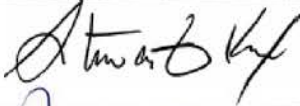


X. Unenforceable Provisions. In the event any provision of this MOU is unenforceable and held to be unenforceable then the parties agree that all other provisions of this MOU shall remain in full force and effect.

XI. No Partnership. The undersigned are not entering into a partnership by virtue of this MOU. In all matters covered under this MOU, each of the parties hereto acts as an independent contractor and is neither a partner, agent, nor employee of the other.

IX. Execution in Counterpart. This MOU may be executed by any Member in counterpart, but all counterparts shall be considered but one MOU. Execution of any counterpart by a Member shall be delivered to the Lead Member who shall provide an executed copy of each counterpart to every Member which executes this MOU. By executing a counterpart, each party to the MOU acknowledges that this MOU accurately reflects such party's understanding and authorizes distribution of a copy of such executed counterpart to any other party signatory to this MOU.

X. Successors and Assigns. This agreement shall be binding on and inure to the benefit of the respective successors, assigns and personal representatives of the parties except to the extent of any contrary provision in this agreement.

XI. Entire Agreement. This instrument contains the entire agreement of the parties relating to the rights granted and obligations assumed in this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

Workforce Investment Board	WIB Director	Date	Signature
Golden Sierra	Jason Buckingham, Executive Director	1/2/13	
Humboldt County	Jacqueline Debets, WIB Executive Director		
Mendocino County	Stacey Cryer, HHSA Director or designee Thomas R Parker, County Counsel or designee		 
NORTEC	Stewart Knox, Executive Director	12/3/12	
North Central Counties Consortium	Nancy Crooks, Executive Director	1/8/13	
Sacramento/SETA	Kathy Kossick, Executive Director	1/8/13	
Yolo County	Edmond Smith, Interim Director Yolo County Department of Employment & Social Services	1-10-13	