

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY
AND
STATE CENTER ADULT EDUCATION CONSORTIUM**

Title I of the Workforce Innovation and Opportunity Act (WIOA) requires each local workforce development board, with the agreement of the Chief Local Elected Official, to develop and enter into a Memorandum of Understanding (MOU) between the local Workforce Development Board and the required America's Job Center of California (AJCC) partners relating to the operation of the AJCC delivery system in the local area.

The WIOA specifies that the required AJCC partners include employment and training services and programs authorized by:

- Adult, Dislocated Worker and Youth, WIOA Title I
- Wagner-Peyser Act, WIOA Title III
- Adult Education and Literacy, WIOA Title II
- Vocational Rehabilitation, WIOA Title IV
- Indian and Native American Programs, WIOA Section 166
- Migrant and Seasonal Farmworker Programs, WIOA Section 167
- Temporary Assistance for Needy Families/CalWORKS, 42 USC Section 601
- Older Americans Act of 1965, Title V
- Postsecondary Career and Technical Education, Perkins Act of 2006
- Trade Act of 1974, Title II
- Veterans' Employment and Training Service, 38 USC Chapter 41
- Community Services Block Grant Act
- Department of Housing and Urban Development
- State Unemployment Insurance Laws
- Job Corps

California's one-stop delivery system, the AJCC, is a locally-driven system which develops partnerships and provides programs and services to achieve the policy objectives established by the California Workforce Development Board's State Strategic Plan by:

- Fostering demand-driven skill attainment;
- Enabling upward mobility, especially for those with barriers to employment; and
- Aligning, coordinating and integrating programs and services.

Vision and Mission of the Workforce Development Board of Madera County

The Workforce Development Board of Madera County (WDB) is committed to the economic health of Madera County by providing leadership and guidance resulting in a quality employment and training system. The WDB is focused on establishing innovative collaborations that inspire success, while insuring that the workforce system provides skill development opportunities for lifelong learning and personal growth resulting in a quality workforce. The WDB contributes to the economic health of the County and the region through supporting an environment conducive to economic development and assisting to build a vibrant economy through increased employment opportunities.

Purpose of Memorandum of Understanding (MOU)

- I. To define and reinforce (or establish) relationship between the Workforce Development Board of Madera County (WDB) and the designated Partner Agency;
- II. To define the roles and responsibilities of these entities, in the performance of their combined goal of establishing a workforce development system through an AJCC method of service delivery that is:
 - Integrated (offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills) and affording universal access to the system overall;
 - Comprehensive (offering a large array of useful information with wide and easy access to needed services);
 - Customer Centered (providing the means for customers to judge the quality of services and make informed choices based on their individual needs); and
 - Performance Based (based on clear outcomes to be achieved; mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction).

Parties to the MOU

As a required AJCC partner in accordance with the Workforce Innovation and Opportunity Act, the State Center Adult Education Consortium (SCAEC) enters into a Memorandum of Understanding (MOU) with the Workforce Development Board of Madera County (WDB) regarding the manner in which the SCAEC will participate in and provide access to its services through the AJCC system of service delivery. Any questions about this MOU should be directed to the SCAEC Executive Director.

SCAEC is a consortium, formed as a result of the passage of Assembly Bill 86, that represents, in part, Adult Education schools and Community Colleges that fall within the boundaries of the State Center Community College District.

Responsibilities of AJCC Partners

The AJCC Partner agrees to participate in joint planning, plan development, and other system activities to accomplish the following:

1. Continuous partnership building between all parties to this agreement;
2. Continuous planning responsive to State and Federal requirements;
3. Responsiveness to specific local and economic conditions including employer needs;
4. Adherence to common data collection and reporting requirements, including needs for modification or change;
5. Diligence in developing coordinated local leadership in workforce development through;
 - a) Responsiveness to customer needs;
 - b) Maintenance to system infrastructure;
 - a) Shared technology and information;
 - a) Performance management to measure the success of the AJCC system overall and to enhance performance in a spirit of quality management and continuous improvement;
6. Making the applicable service(s) relevant to the partner program available to customers through the AJCC;
7. Participation in the operation of the AJCC, consistent with the terms of the MOU and the requirements of applicable laws; and
8. Participation in capacity building and staff development activities to insure that all partners and staff are adequately cross-trained.

Effective Dates

This MOU shall become effective on July 1, 2016 and shall continue for three years, through June 30, 2019, unless terminated sooner by one of the parties. The MOU will be reviewed not less than once every three years to identify and incorporate any substantial changes that may have occurred.

This MOU is of no force or effect until signed by authorized representatives of the participating agencies, and until approved by the Chief Local Elected Official. The MOU, once signed, becomes a part of the local WIOA Plan.

Revisions and Modifications

This MOU constitutes the entire agreement between and parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

Each party reserves the right to modify the scope, structure, and content of this MOU based on legislative changes, local WDB policies, availability of funding, or other circumstances as warranted and agreed upon by the WDB and the partner agency.

Extensions

This MOU may be extended by written agreement between the parties, provided such agreement is signed by both parties prior to the termination date of this agreement, and contains the following:

1. A statement of intent to continue all provisions of the MOU;
2. Revised effective and end dates; and
3. Dated signatures of both parties.

Terminations

Either party to this MOU may elect to terminate its participation in this MOU without cause by delivering a thirty (30) day written notice of intent to terminate to the other party.

Non-Discrimination and Equal Opportunity

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender or gender identity, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical conditions, age (over 40), sexual orientation, or marital status. Nor shall any partner or the WDB, including the AJCC Operator, deny family and medical care leave or pregnancy disability leave to employees entitled to such leave. Partners and the WDB, including the AJCC Operator, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Partners shall comply with the provisions of Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and related, applicable regulations promulgated thereunder (Title 2, California Code of Regulations Section 7285 et seq.). Code of Regulations Section 8103 et seq. are incorporated into this MOU by reference and made a part hereof as if set forth in full. Partners shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement. Parties to this MOU shall include non-discrimination and compliance provisions of this clause in all related subcontracts or financial agreements.

The WDB, including the AJCC Operator and other partners to the AJCC system, will ensure that policies and procedures established by the WDB, including the AJCC Operator, and programs and services provided by and through the AJCC are in compliance with the Americans with Disabilities Act of 1990 (ADA) and its amendments, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

All parties agree to universal access as an AJCC provision. Policies adopted locally for ensuring access for all customers include those with special needs; those with literacy deficits, physical or learning disabilities; limited English speakers, in accordance with Dymally-Alatorre Bilingual Services Act; Unemployment Insurance claimants; Veterans, Migrant and Seasonal Farmworkers; and others with economic or geographical barriers to service or employment.

Grievances and Complaints Procedure

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

Americans with Disabilities Act and Amendments Compliance

The AJCC Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 Code of Federal Regulations Part 37 and all other regulations implementing the aforementioned laws.

AJCC System Services

In consideration of mutual aims and shared desires of the AJCC System and in recognition of the public benefit to be derived from effective collaboration of the programs involved, the partner agrees to support, as authorized by applicable law, the following services through the AJCC Centers:

1. Basic Career Services as specified under the Workforce Innovation and Opportunity Act, Title I-Subtitle B, including eligibility determination for multiple programs; outreach, intake and orientation; initial assessment of skill levels, job search, placement assistance and career counseling; business services including recruitment; activity referral and coordination with other programs; provision of workforce and labor market statistical information relating to local, regional and national labor markets.
2. Individualized Career Services as specified under the Workforce Innovation and Opportunity Act (WIOA Section 134(c)(2)(A)(i)-(xi) and Notice of Proposed Rule-Making section 680.150), including comprehensive and specialized assessment, development of an individual employment plan, group and individual counseling, case management for participants seeking training services, and short-term and pre-vocational services.

3. Follow-up Services will be made available to participants for twelve months after exit. A participant will receive follow-up services necessary to enable them to progress further in their occupation or retain their employment. Follow-up services can include additional career planning, counseling, mentoring, assisting individuals to secure a better paying job, career development and further education. Agency staff is required to contact the participant and determine a participant's employment and educational status after exiting all WIOA programs at least once per calendar quarter for one year.
4. Access to training services (WIOA Section 134 (c)(3)(D) and Notice of Proposed Rule-Making section 680.200) which may include, but are not limited to, occupational skills training, on-the-job-training, private sector training programs, skill upgrading and retraining, job readiness training, adult basic education and literacy programs, and customized training.
5. Access to Wagner-Peyser services including job search, placement, recruitment, and CalJOBS.
6. Access to AJCC Programs and activities.
7. Services for employers including, but not limited to, job listings, meeting facilities, referral of job seekers, pre-screening of applicants, labor market information, tax credit information, job and hiring fairs, and small business development assistance.

The State Center Adult Education Consortium will provide the following specific AJCC services:

- High School Equivalency preparation classes either by an agreed upon schedule or via referral from the AJCC;
- English as a Second Language (ESL) classes either by an agreed upon schedule or via referral from the AJCC; and/or
- Basic Computer Literacy classes either by an agreed upon schedule or via referral from the AJCC.

Location of AJCC Sites

The WDB will establish a minimum of one physical location within the local workforce area in which all AJCC Partners will provide access to the services provided under the WIOA. The parties agree that such AJCC shall be located at 441 E. Yosemite Avenue, Madera, CA 93638. The partner agrees that it will provide access to the services described in this MOU at such location and/or any other satellite location deemed appropriate by the partner organization. This location may be changed by the WDB during the term of this MOU, upon reasonable advance notice of at least thirty (30) days of such change to the partner organization.

Methods of Referral

Parties to this MOU agree jointly develop and mutually implement referral processes acceptable to all AJCC partners. Parties agree to cross-train staff on the services of each partner agency to facilitate effective and informed referrals between and among the partner organizations. Partners will adopt a common referral form and will agree to the format and modality to be used for referrals to their respective agencies. Partners agree to refer individuals to other AJCC partner agencies, when such individuals may benefit from the partner agency's services.

The referral process will:

- Ensure that intake and referrals processes are customer-centered and provided by staff trained in customer service;
- Ensure that general information regarding AJCC programs, services, activities, and resources will be made available to all customers, as appropriate;
- Describe how customer referrals are made electronically, through traditional correspondence, verbally, or through other means determined in cooperation with partners; and
- Describe how each AJCC partner will provide a direct link or access to other AJCC partner staff that can provide meaningful information or service, through the use of co-location, cross training of AJCC staff, or real-time two-way communication and interaction that results in the services needed by the customer.

The Madera County Workforce Assistance Center standard Referral Form and Referral Process are included as Attachment A.

Access for Individuals with Barriers to Employment

The term "individual with a barrier to employment" means an individual who is a member of one or more of the following populations:

- A. Displaced homemakers
- B. Low-income individuals
- C. Native Americans, including Alaska Natives and Native Hawaiians
- D. Individuals with a disability
- E. Older individuals
- F. Homeless individuals
- G. Youth who are in or who have aged out of the foster care system
- H. Individuals who are English language learners, who have low levels of literacy, and/or who are facing substantial cultural barriers
- I. Eligible migrant and seasonal farmworkers
- J. Individuals within two years of exhausting lifetime eligibility for TANF
- K. Single parents, including pregnant women
- L. Long-term unemployed individuals
- M. Such other groups as the Governor may determine to have barriers to employment.

Each party to the MOU assures that its policies, programs, procedures, and services are in compliance with the ADA of 1990 and its amendments, which prohibits discrimination on the basis of disability, in order to provide equal access to all customers with disabilities.

Each party is committed to offering priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA Adult funds.

A system map identifying the location of the comprehensive and affiliate AJCC sites within the local area is included as Attachment B.

Shared Technology and System Security

The WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC partner agrees to:

- Comply with the applicable provisions of the WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements;
- The principles of common reporting and shared information through electronic mechanisms, including shared technology;
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements;
- Maintain all records of AJCC customers or partners (e.g. applications, eligibility, and referral records, or any other individual records related to services provided under this MOU) in the strictest of confidence, and use them solely for purposes directly related to such services;
- Develop technological enhancements that allow interfaces of common information needs, as appropriate; and
- Understand that system security provisions shall be agreed upon by all partners.

Funding of Services and Operating Costs

All relevant parties to this MOU agree to share in the operating costs of the AJCC system, either in cash or through in-kind services. It is expressly understood that this MOU does not constitute a financial commitment, but rather intend to commit specific resources in the future as the partner's allocations and budgets are known and the AJCC system evolves.

The cost of services, operating costs, and infrastructure costs of the system will be funded by all AJCC partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan. These cost sharing agreements will be formalized no later than December 31, 2017.

Confidentiality

The AJCC Partner agrees to comply with the provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The AJCC partner agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The AJCC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
- Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

Administrative and Operational Management

License for Use:

During the term of this MOU, all partners to this MOU shall have a license to use space in the AJCC for the sole purpose of conducting acceptable AJCC services as outlined herein, or according to the terms of any separately negotiated cost sharing agreements.

Supervision/Day to Day Operations:

The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action.

Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s) all legally-required employee benefits. In addition, each party shall be solely responsive and save all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

Dispute Resolution:

The parties agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution.

Press Releases and Communications:

All parties shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other parties, in all communications, each party shall make specific reference to all other parties.

The parties agree to utilize the AJCC logo developed by the State of California and the local Board on buildings identified for AJCC usage. This may also include letterhead, envelopes, business cards, any written correspondence, and fax transmittals.

Hold Harmless/Indemnification/Liability:

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend, and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend, and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

Signatures

Dated: June 23, 2016

BY: 
Pat Gordon, Chair

Workforce Development Board of Madera County
(Name of WDB)

441 E. Yosemite Avenue
(Address)

Madera, CA 93638
(City, State, Zip Code)

Dated: June 20, 2016

BY: 
Sherri Watkins, Executive Director

State Center Adult Education Consortium
Name of Partner Agency

390 W. Fir Avenue, Bldg. A Suite 204
Address

Clovis, CA, 93611
City, State, Zip Code

I, Rick Farinelli, Chair, Madera County Board of Supervisors, hereby agree to the forgoing Memorandum of Understanding between the Workforce Development Board of Madera County and the State Center Adult Education Consortium.

Dated: 8/25, 2016

BY: 
Rick Farinelli, Chairman
Madera County Board of Supervisors



MADERA COUNTY WORKFORCE ASSISTANCE CENTER CUSTOMER REFERRAL

REFERRAL TO:

Agency Name: _____ **Address:** _____

Appointment Date: _____ **Appointment Time:** _____

Agency Staff: _____ **Phone #:** _____



REFERRAL FROM:

Agency Name: _____ **Referral Date:** _____

Agency Staff: _____ **Phone #:** _____

Comments: _____



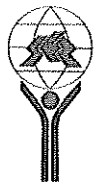
CUSTOMER INFORMATION:

Name: _____ **Last 4 of SSN:** _____

Phone#: _____ **Email:** _____

Referral Reason: _____

Please respond with results of referral and any comments to referring agency contact above: _____



AUTHORIZATION FOR RELEASE OF INFORMATION:

I _____ hereby authorize _____ to

Customer Signature

Agency/Organization

discuss and/or release information to assist with my employment/training opportunities.

441 E. Yosemite Ave • Madera, CA 93638 • (559) 662-4500 • TTY (559) 674-7497 • FAX (559) 673-1794

40325 Hwy 41 • Oakhurst, CA 93644 • (559) 683-6263 • FAX (559) 641-6546

405 Trinity Ave • Chowchilla, CA 93610 • (559) 201-5000

We are an equal opportunity employer/program; therefore auxiliary aids and services are available upon request to individuals with disabilities. Please call our office to make arrangements.



MADERA COUNTY WORKFORCE ASSISTANCE CENTER

PARTNER REFERRAL PROCESS

The Partner organizations in the AJCC system in Madera County agree to use the process outlined below when referring customers between partner and other community agencies in the local AJCC system.

AJCC partners agree to use, to the extent allowable and practical, the standard Madera County Workforce Assistance Center referral form. If organizational systems, regulations, or requirements mandate the use of another form for referrals, the partner agrees that the format used will have substantially the same information as the standard referral form. A copy or description of other referral forms used by any AJCC partner organizations will be provided for dissemination to all AJCC system partners.

Referrals between AJCC partners and other community organizations may be made by email, fax, standard mail, interoffice mail, or may be hand-carried by the individual being referred. The method used to deliver referral forms will be based on each organization's regulatory, confidentiality, and procedural requirements. All AJCC partners will specify the method or methods they will use when making referrals, so that all AJCC partners are familiar with the referral method(s) used by each partner organization.

AJCC partners will provide contact information for their designated contact person(s) for the receipt of referrals. Partners agree to send referrals to the appropriate contact person(s) at each partner organization, using the delivery method required or preferred by that partner. Partners will communicate with the designated contact person(s) to follow up on referral results or if other information is needed regarding the referral.

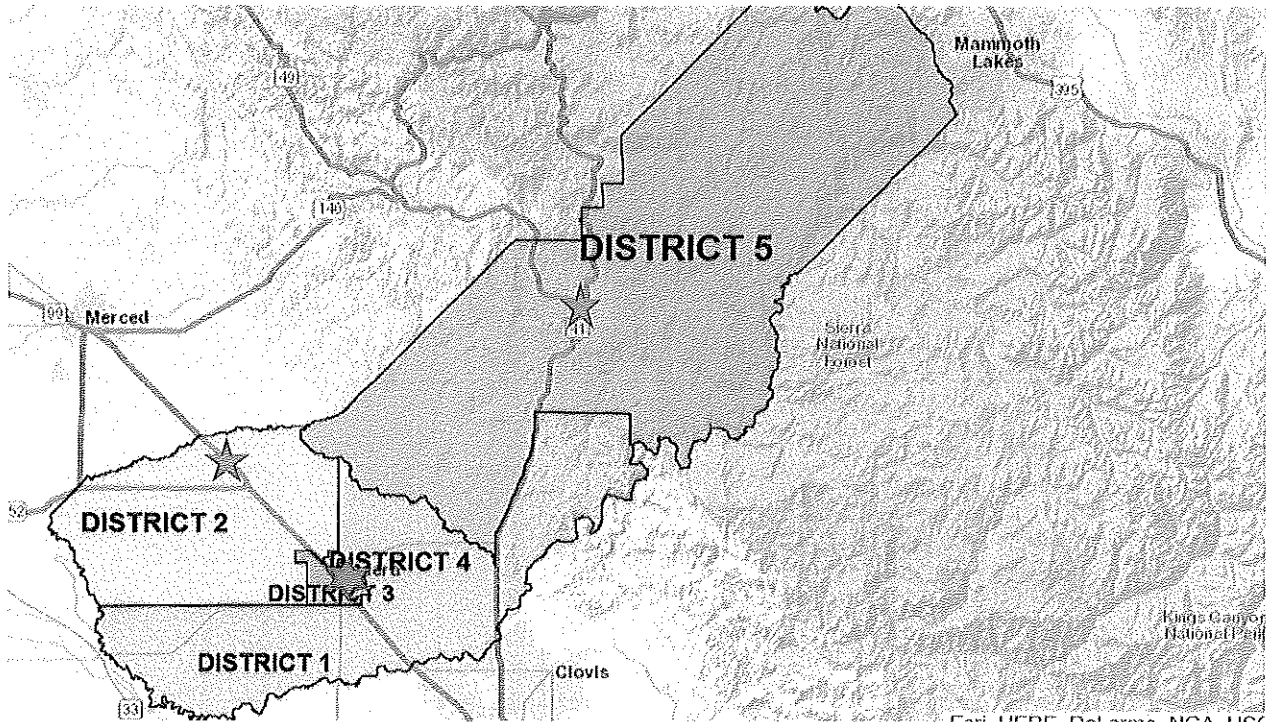
AJCC partners will, in accordance with the applicable regulations, laws, or other program requirements, track referrals sent and received, as well as the outcomes associated with those referrals. Referral information such as number referred or received, number accessing specific services, number of no shows, or number returned to referring agency, will be tracked by each partner to the extent allowable or practical, and such information will be shared upon request with other AJCC partners, as allowable and with the AJCC Operator.

Referrals

- Standard AJCC Referral Form approved by all AJCC system partners will be used.
- If AJCC partner needs use a form other than the Standard AJCC Referral Form, copies of the referral form will be provided for dissemination to all AJCC system partners. The referral form will contain the same basic information as is included on the Standard AJCC Referral Form.

- Each partner will determine the method they will use when making referrals so all partners are familiar with the referral method(s) used by each agency. Referrals may be made via email, fax, standard mail, interoffice mail, or hand-carried by customer.
 - More than one method of referral delivery may be used.
 - Delivery method will be determined by each agency organization's regulatory, confidentiality and procedural requirements.
- All AJCC partners will provide contact information for their designated staff who will be designated to receive the referrals.
- AJCC partners will, in accordance with the applicable regulations, laws, or other program requirements, track referrals sent and received, as well as the outcomes associated with those referrals.
 - Referral information such as number referred or received, number accessing specific services, number of no shows, or number returned to referring agency, will be tracked by each partner to the extent allowable or practical, and such information will be shared upon request with other AJCC partners, as allowable and with the AJCC Operator.

MADERA COUNTY LOCAL WORKFORCE AREA AJCC SYSTEM MAP



- ★ - Madera County Workforce Assistance Center – Comprehensive AJCC
441 East Yosemite Ave., Madera, CA 93637
- ★ - Madera County Workforce Assistance Center – Chowchilla Satellite
405 Trinity Ave., Chowchilla, CA 93610
- ★ - Madera County Workforce Assistance Center – Oakhurst Satellite
40325 Highway 41, Oakhurst, CA 93644