



**Workforce Development Board of Madera County
Workforce Innovation and Opportunity Act (WIOA)
Program Year 2017-2020 Local Area Plan**

Provide a description of the Local Board's strategic vision to support regional economic growth and economic self-sufficiency. This must include goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), and goals relating to the performance accountability measures based on WIOA performance indicators described in 20 Code of Federal Regulations Notice of Proposed Rulemaking 677.155(a)(1). Vision, goals, and strategy must be linked to the analytical background information.

The following are the current Credo, Mission and Vision of the Workforce Development Board of Madera County:

CREDO

Developing a Quality Workforce!

MISSION

Committed to the economic health of Madera County by providing leadership and guidance resulting in a quality employment and training system.

VISION

Establish innovative collaborations that inspire success. Support an environment conducive to economic development. Provide opportunities for lifelong learning and personal growth. Build a vibrant economy through increased employment opportunities.

STRATEGIC GOALS

The following strategic goals were developed jointly by the Workforce Development Board and the Youth Advisory Council at a strategic planning session in June 2015.

- Effective Implementation of a Comprehensive Business Services Plan: Actively engaged and satisfied employers
- Aligned and Industry Responsive Industry Focused Training: A vocational/career technical education and training center
- The One Stop as a Source of Choice: Create employer pool for mentoring and Work-Based learning
- Enhanced Connection of Youth With the One Stop System: Youth/young adult representation in the one stop

These goals were revised at the last facilitated board session on October 31, 2016, to further align with the regional plan. Board staff provided updates for the Board to review progress on meeting these goals every other month.

Provide a strategy to work with the entities that carry out the core programs and other required partners to align resources available to the local area, to achieve the strategic vision of the local plan.

The Board has been working diligently for the last 18 months to bring to fruition a comprehensive one stop facility in Madera to include all core programs, and other partners, who will be co-located in the facility. The Madera Adult School has constructed classrooms in the new building and will move the entire Adult Education and Literacy Program to the one stop. Department of Rehabilitation will continue to have staff in the one stop and we are currently working with the Employment Development Department to bring staff and services back into Madera County and in the new facility as well. Department of Social Services will also have a large presence with the Welfare to Work and Eligibility Divisions in the new facility. The move is scheduled in January 2017 allowing for daily interaction, cross training, leveraging of resources and services, and regular face to face meetings that will facilitate the alignment of resources and services within the programs.

Provide a description of the workforce development system in the local area that identifies programs included in the system.

The local workforce development system is operated by the non-profit Madera County Workforce Investment Corporation (MCWIC) through an agreement with the Board of Supervisors and the local Workforce Development Board. The MCWIC currently provides staffing to the local Board and acts as the One-Stop Operator and provider of Career Services in the local area. The local Board has approved MCWIC to apply to continue to provide WIOA career services in the area and has also approved participation in a sub-regional procurement for the one-stop operator in partnership with the San Joaquin, Merced, and Kings local areas.

The local system includes one comprehensive AJCC – called the Madera County Workforce Assistance Center – which acts as the primary workforce service location in Madera County. Partners in the local system include: the Employment Development Department, State Center Community College District, Madera Unified School District – Madera Adult School, Central Valley Opportunity Center, the Department of Rehabilitation, the Department of Social Services, Job Corps, the City of Madera Housing Authority, SER – Jobs for Progress, Inc., and the Madera County Workforce Investment Corporation. Programs and services offered through the local AJCC include: Wagner-Peyser, TAA, UI, Migrant Seasonal Farmworker, TANF and related programs, Job Corps outreach, recruitment and orientations, Senior Community Services Employment Program, Adult Education and Family Literacy, Career Technical Education (including

post-secondary CTE through the community college system), vocational rehabilitation services, housing services including referrals to housing and Family Self-Sufficiency programs, and WIOA Adult and Dislocated Worker career services, WIOA youth services, and Business Services, including Rapid Response and Lay-off Aversion services. The Madera County Workforce Assistance Center also provides Ticket-to-Work program services for individuals receiving SSI or Social Security Disability benefits who wish to return to work and long-term services and supports to individuals who are referred after placement in employment by the Department of Rehabilitation through a local Partnership Plus agreement.

Services to individuals who are not able to visit the comprehensive center in the City of Madera are served through a network of community partner locations, including branch library locations, Department of Social Services offices, First 5 Family Resource Centers, and the Oakhurst Community College Center. Staff can meet with customers at these locations to insure access to services for those who are unable to travel to the primary AJCC location in Madera. Technological access, including via teleconference, web conference, on-line services, and video relay services, is also available to facilitate access to the broader community, as needed.

The local Board is leading efforts to move the primary AJCC location into a larger facility where the traditional AJCC workforce system partners and services will be co-located with the local Adult School facility. The move is anticipated in January 2017. Partners anticipated to have staff housed in the new location include: Madera Adult School, MCWIC, DSS, EDD, State Center Community College District, and the Department of Rehabilitation. Areas for the intermittent presence of other system partners are planned. The cost of infrastructure and operations of the new AJCC facility are being negotiated as part of the Phase II MOU process.

Identify how the Local Board will support the seven policies identified in the State Plan and will work with the entities carrying out core programs and other workforce development programs, including programs of study authorized under the *Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)* to support service alignment and implement the policy strategies emphasized in the State Plan (the seven strategies are sector strategies, career pathways, organizing regionally, earn and learn, supportive services, building cross system data capacity, integrating services and braiding resources).

The local Board will support the policy strategies emphasized in the State Plan through the continued implementation of existing strategies and the development of new strategies in both the local area and the RPU. Sector strategies are an area of emphasis in the local area and region and have been since the identification of regional sector priorities by the California Partnership for the San Joaquin Valley and the adoption of policy consistent with those priority sectors by local Boards throughout the region. The local Board policy currently identifies priority sectors as: Agriculture, including Ag-

Business, Food Processing and Bio-Technology; Manufacturing; Supply Chain Management, Logistics, and Transportation; Health Care and Medical; Renewable Energy; and Hospitality, including Retail Trade and Tourism. The priority sectors drive investments in training as well as business engagement strategies to support demand-driven development of talent pools and training resources.

The local Board is focusing on career pathway strategies in collaboration with local and regional K12, Adult Ed, and Community College partners and consortia. Efforts are underway to align and articulate secondary and post-secondary career pathway options in local priority sectors and other emerging sectors in the local area and region.

Regional organization has been the hallmark of workforce activities in the Central San Joaquin Valley since the formation of the Central California Workforce Collaborative (CCWC) over 25 years ago. The CCWC is comprised of the local WDB Directors from all of the counties in the Central Valley RPU, as well as the Director from the Mother Lode area. This group meets regularly to share information and best practices, identify opportunities for regional and sub-regional collaboration, discuss funding opportunities, and brainstorm about workforce initiatives. The CCWC has, and is currently, working together on a variety of projects and grants, such as a JD NEG project, Slingshot, Prop 39, Veterans grants, NEG OJT, Green Job Training, and numerous others. The CCWC selected a regional lead and consultants to assist with the regional planning process, as well as a regional training coordinator. A subgroup of CCWC members is currently working on a sub-regional procurement action to identify a One-Stop Operator for the areas participating – Madera, Kings, Merced, and San Joaquin counties.

The local Board has operated Earn and Learn strategies using the On-the-Job Training program and paid work experiences for youth for over 20 years. The Board has recently been involved with pre-apprenticeship training programs through Prop 39 funding, and has increased referrals and connections for apprenticeships with the hiring halls in the Fresno-Madera-Kings-Tulare Building Trades Council, particularly around public infrastructure projects in the region. Labor representatives on the Board provide updates and guidance to assist Board efforts to connect local individuals with apprenticeship programs. The local Board chair, representing a local manufacturing concern, worked with WDB staff and community college partners to create a custom apprenticeship program for their company, which was successfully launched in 2015. The Board has added Transitional Job Training as another available Earn and Learn strategy being implemented in the local area, and is using Incumbent Worker Training for lay-off aversion and career advancement for employed individuals as well.

Supportive services are made available to participants when required for participation in programs and activities. While the Board has a policy allowing the provision of supportive services using WIOA Title I funds, they also require that other funding sources be tapped for supportive service costs for shared customers, as appropriate. A customer resource guide is made available to all job seeking customers at the AJCC and

via the web site, to provide information on all of the resources and services available to community members participating in various programs, as well as for those who need one-time assistance with food, utility bills, housing, or to meet other needs.

The Board is interested in options related to cross-system data sharing capacity and is currently participating in a pilot project with State Center Adult Education Consortium and other workforce and Adult Education partners using Community Pro – a system that provides data sharing and referral processes to education and workforce partners. The system provides tools to insure that information is available to all program partners working with a specific customer and to insure that services are not inadvertently duplicated, while supporting the movement of customers between partners and services and into more advanced education or job placement activities without service gaps. The Board is open to exploring local options with system partners, as well as encouraging the use of CalJOBS across partner organizations and programs, and is open to any other pilots or projects that may be proposed by the region or the State related to more effective sharing and use of data to support effective service delivery and strong performance on required metrics.

Integrating services and braiding resources is a priority for the WDB of Madera County. As a small, rural community with limited funding, leveraging and braiding funds with partners is a business necessity. The braiding of funds with other system partners has historically occurred, particularly with co-enrolled participants, but local participation in the Disability Program Navigator, Disability Employment Initiative, and the current Disability Employment Accelerator projects has operationalized the leveraging and braiding of funds to support customers throughout the local system. Regular partner meetings support the efforts of all workforce programs and customers, and help to insure that all organizations are aware of the resources available to support customers involved in the workforce system; referral processes are in place and are used to assist customers in accessing these resources.

Provide a description of the ways the Local Board will work with entities carrying out core programs to expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. Target populations include those listed in WIOA Section 24(a)-(M).

With the impending relocation to a 30,000 sq. ft. building, the core program providers will be co-located in the comprehensive job center which will facilitate and deliver a robust menu of services and programs. All program staff have been/will be cross-trained regarding WIOA and the various core program offerings to maximize referrals to appropriate programs and services. A referral form and process has been developed and agreed upon by all partners. The Board has a policy for priority of service for target populations and staff have been trained in all such pertinent policies in order to meet the requirement of serving those individuals with barriers to employment. The Board, even without co-location, has enjoyed very strong partnerships with the core program

providers as well as other mandatory partners. Partner meetings have been held regularly in order to share, network and collaborate around program services. With the co-location, partner meetings will be held monthly and program committees will be developed and implemented, such as business services and program quality and development, with representation from partner staff and management. This will facilitate cross training as well as develop strategies to expand services across all programs.

Provide a description of the way the Local Board will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs.

The Board has directed that all program staff will continue to receive training related to career pathways to include critical labor market data in order to provide the most informed coaching to all participants. Staff have received training related to co-enrollment to ensure maximizing access to all appropriate and available services and resources from programs. With the recent move of the AJCC to a 30,000 sq. ft. building and the co-location of core program partners as well as a number of other mandatory partners, discussions have taken place at partners meetings related to cross-training of all staff to better determine opportunities for co-enrollment. Materials will be developed and provided that visualize the available career pathways in the local and regional area and that are in response to business needs. Staff have also been trained to utilize available economic analysis platforms and software in order to make real time decisions related to occupations in demand and the career pathway opportunities that are available. The Board has contracted with Madera Adult School for a customized High School Equivalency (HiSET) class in order to provide a resource that is flexible and also provides remediation for those customers without the high school diploma or its equivalent. This is in response to the Board's policy that customers must have a high school diploma or its equivalent prior to receiving intensive services. This policy was in direct response to the employers in the community demanding that as a minimum qualification for employment. The Madera Community College Center will also begin to offer transitional English as a Second Language (ESL) classes at the AJCC in the fall. The WDB Executive Director also sits on the Career and College Readiness Committee with the Madera Unified School District wherein articulation and dual enrollment is taking place. The Board was also instrumental in the successful development and implementation of the apprenticeship program at one of the largest manufacturing plants in Madera. The Board also participates in the annual Health Career Fair, the Manufacturing Summit both locally and in Fresno, Madera Manufacturing Day and has participated in the development of the first annual Agriculture Summer Camp to be held this summer. The Board will also be creating ad-hoc workgroups in response to their strategic goals specific to career pathways and initiatives that further this goal. Co-enrollment with core programs is occurring with the participation of the Board in a pilot project with Community Pro and the Madera Adult School. Due to the lack of Employment Development Department services in the county for the last several years, the Board directed that all customers will be registered in CalJOBS for Wagner-Peyser.

In addition, the Integrated Resource Team model utilized in the Disability Employment Initiative and Department of Rehabilitation's Partnership Plus is being discussed with other partners to further develop opportunities for co-enrollment across the system, not just core programs. This model enhances the leveraging and braiding of resources and services and mitigates duplication.

Provide a description of the way the Local Board will improve access to activities leading to a recognized post-secondary credential, including a credential that is an industry-recognized certificate or certification, portable, and stackable.

The Board does not allow any training that does not result in an industry recognized credential. The Board will continue to collaborate with the community college and adult education systems related to needed training programs that provide credentials, particularly those that are portable and stackable. An economic and skills gap analysis has been conducted for both the local and regional workforce development areas and provided to staff in order to inform and educate the staff who are tasked with career coaching, along with other pertinent platforms, such as O*Net, EDD LMID, EconoVue. This training is essential and will continue in order for jobseekers to be appropriately coached related to career choices, skill upgrade training beyond the initial requested training and opportunities for stackable and portable certificates and credentials.

Provide a description of the way Local Boards and their partners will facilitate engagement of employers in workforce development programs, including small employers and employers in in-demand industry sectors and occupations.

The Board will continue to maintain a private sector majority that reflects the local businesses and industries including small employers. The Board is currently restructuring, which will include an ad-hoc workgroup comprised of the private sector members tasked with addressing the critical touch points of the system that impact businesses/employers. The Board will also meet every other month rather than quarterly in order to be more engaged in the development system. The restructuring also included the decision to maintain the Executive Committee, but they were to meet for emergency business only rather than the traditional monthly meetings. Again, this is in order for the full Board to be the primary facilitators and policy makers for the local system. The Partners will begin to meet monthly with the move to the new location and will include a Business Services/Employer Engagement Committee.

Provide a description of the way Local Boards and their partners will support a local workforce development system that meets the needs of businesses in the local area.

The Board has developed a Business Services Unit with staff classified as Business Specialists who have received, and will continue, to receive training related to business engagement and building transformational relationships with businesses. Staff will also

be working regionally on a referral process, asset map, and needs assessment to better streamline processes in meeting the needs of businesses. The staff have been assigned to the industries identified by Board policy and based on local economic analysis and data. They are assigned to make contact with each of the businesses within their sector and determine the needs of the business. This requires regular interaction with businesses throughout the life of a business cycle. This data is collected and entered into a database and aggregated for the Board to review and determine initiatives and strategies in order to be responsive to the business needs. This data is also used to provide business workshops, training opportunities, and resources on the identified areas of need. When in the new facility, a more robust and fully engaged Partner Business Committee will be re-established and will meet regularly to mitigate duplication of services and contact with businesses.

Provide a description of the way Local Boards and their partners will better coordinate workforce development programs and economic development.

The Executive Directors for the Economic Development Commission and the Workforce Development Board sit on each of their respective Boards and meet or correspond on a regular basis. The Board has completed a restructuring process related to frequency and format of meetings to include regular reports from all partners in order to better facilitate coordination between the programs. The Board and the EDC also have a long-standing partnership related to the EDC's Revolving Loan Fund program that establishes written agreements with business loan recipients requiring that additional positions created as a result of the infusion of loan proceeds are hired using the resources of the local AJCC. The Board also partners with and has representation on the Greater Madera County Industry Association, which the EDC has administrative and fiscal oversight of; and provide regular updates and presentations to the GMCIA. The Board provides regular labor market information updates to the EDC and shares any economic analyses that are commissioned by the Board. Board staff also participate in meetings with site selection groups who are considering locating a business in Madera County and assist with the provision of labor market and labor force information to these groups. Board and EDC staff have combined materials for both the Workforce and Economic Development systems in marketing and outreach materials provided to businesses and coordinate media contacts and press releases regarding events related to both organizations. Joint business outreach and site visits are conducted to engage businesses and gather business intelligence within identified priority sectors. The Executive Directors of both the WDB and the EDC are participants on the WYE Madera committee related to attempts to encourage the location of the High Speed Rail Heavy Maintenance Facility in Madera County. Discussions are currently underway to determine how to facilitate more effective data sharing around business intelligence and prospect information, including items such as sharing business trend information from EconoVue and how to insure that business contacts and service information are tracked in the CalJOBS CRM module. The WDB and EDC also share grant opportunities that could benefit either or both systems.

Provide a description of the way Local Boards and their partners will strengthen linkages between the one-stop delivery system and unemployment insurance programs.

The one stop currently provides two UI phones and access to computers in the Resource Room for online UI. All staff have been, or will be with the co-location, trained related to access to UI and the basic fundamentals of the unemployment insurance programs. It has been beneficial to have UI staff at the local MOU sessions or on conference calls in order to strengthen the linkages with the one stop delivery system. An MOU for Phase I has been executed with the Unemployment Insurance Department of EDD. Staff to the Board also understand, and are hopeful, that one of the EDD staff who will be assigned to the new one stop in Madera will have up to 50% of their time dedicated to UI as a Navigator. This will be a positive contribution to the one stop delivery system.

The foregoing may provide a description of the way Local Boards and their partners will implement of initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies, career pathways initiatives, utilization of effective business intermediaries, and other business services and strategies designed to meet the needs of regional employers. These initiatives should support the strategy the Local Board will use to work with entities carrying out core programs to expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment.

Provide a description of the way the Local Board will ensure the continuous improvement of eligible providers of services through the system and that such providers will meet the employment needs of local employers, workers, and jobseekers.

The Local Board will ensure continuous improvement of eligible providers of services using available data systems and reports, such as those available in CalJOBS, in combination with locally developed reports regarding progress against strategic benchmarks established by the local Board. CalJOBS information and reports will be utilized to evaluate the performance and continuous improvement of training providers listed on the State's Eligible Training Provider List. The local Board will continue to designate staff to coordinate with ETPL coordinators throughout the RPU to maintain consistency and communication regarding the performance of training providers, subsequent eligibility determinations, adding new training providers to the ETPL, or removing/delisting certain providers or programs that are not meeting the minimum performance levels established by State policy. The Board will review WIOA performance outcomes for the local area, as well as outcomes by provider and program, to ensure that performance goals are being met or exceeded. This will be facilitated moving forward through access (provided by the State Board/EDD) to the Future Works system Performance Management Quarterly for historical data, and the soon-to-be

launched CA Performs platform that will provide current performance data updated on a monthly basis. The CA Performs system permits a deep dive into performance outcome data at the RPU, Local Area, Center, and Service Provider levels so that investments can be directed to the most effective and productive providers and aligned closely with priority sectors. The Board will use the Customer Relationship Management module in CalJOBS to evaluate local progress on Employer performance measures and as a basis for adjustments to any local strategies for employer engagement, repeat business, market penetration, and general employer customer satisfaction with the services provided.

Provide a description of the way the Local Board will facilitate access to services provided through the AJCC delivery system, including in remote areas, through the use of technology and other means.

The Local Board currently provides access to services provided through the AJCC system through access to CalJOBS and assigning staff to meet with customers at various locations throughout the County, including partnering with the local library system and community college satellite locations, as well as using First 5 Family Resource Centers. Current off-site service locations include: Branch library locations in Madera Ranchos, North Fork, and Oakhurst; First 5 Family Resource Center in Chowchilla; and the Oakhurst Community College Center. The Local Board is currently involved in a redesign and update of the website for the local workforce system. The new website will be accessible and will provide a higher level of interactive tools and resources. The plan includes the development of an on-line orientation video, and web-based service request forms, including the ability to request an accommodation, submit an interest form, or request the use of assistive technology. The design plan is also exploring the option of the use of on-line seminars related to job search and career development topics. The redesigned web-site, along with the use of CalJOBS, will broaden access to the system throughout the County. In areas without access to an appropriate Internet connection, phone conferencing is available as an option to access certain basic career services and communication with Career Specialists.

Provide a description of the way entities within the AJCC delivery system, including AJCC operators and the AJCC partners, will comply with WIOA Section 188, if applicable, and applicable provisions of the *Americans with Disabilities Act of 1990* (42 U.S.C. 12101 *et seq.*) regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities

The physical and programmatic accessibility of the AJCC system in the local area will be supported by the relocation of the comprehensive AJCC into a new, larger facility. The facility is being evaluated against the DGS Form G to insure physical accessibility of all areas in the new Center. The Local Board requires compliance through contractual

language, with all provisions of WIOA Section 188 and the Americans with Disabilities Act. The AJCC also houses an Employment Network through the Social Security Administration's Ticket to Work program, to insure that individuals with disabilities have access to the services and information needed to successfully transition back into the workforce. The AJCC has a wide range of assistive technology available upon request, for individuals who need assistance or support to access programs and services. Materials are available in multiple formats and languages, and interpreters are made available to individuals as well. Staff training has included one stop accessibility, psychiatric disabilities, substance dependence, cognitive disabilities, medical conditions, disability awareness and etiquette, effective communication strategies, accommodation request processes and procedures, and effective use of assistive technology. The Local Board has received funding and successfully implemented projects to strengthen staff skill levels and the availability of appropriate accommodations and assistive technology through the Disability Program Navigator, Disability Employment Initiative, and Disability Employment Accelerator Grants. Local Board staff have been selected to provide technical assistance to other local areas who are implementing later rounds of this funding and have presented best practices and strategies at State and National training events and conferences. The Local Board has two trained Community Partner Work Incentive Counselors to provide benefits counseling to individuals with disabilities who receive SSI and/or SSDI about the impacts on earnings with returning to work. The Local Board also has a current Partnership Plus agreement with the State of California Department of Rehabilitation to provide long-term services and supports to individuals who have exited the public Vocational Rehabilitation system.

Provide a description of the roles and resource contributions of the AJCC partners.

The Local Board is partnering with the Madera Unified School District to establish a new comprehensive AJCC that includes the Madera Adult School operation within the AJCC. These discussions began in 2015 and have resulted in the development of a new AJCC comprehensive center opened in January 2017. The AJCC will initially house the following co-located partners: Madera County Workforce Investment Corporation (Title I Adult, DW, and Youth), Madera Adult School (Title II Adult Ed and Literacy), the Madera County Department of Social Services (TANF), the Employment Development Department (WP), Job Corps, the Madera Community College Center, and the State of California Department of Rehabilitation (DOR). Partners who contribute to infrastructure costs through contributions to rent and utility payments include: Madera County Workforce Investment Corporation, Madera Adult School, the Department of Social Services, and the Department of Rehabilitation. Negotiations continue through the Phase II MOU process to finalize the specific contributions to resource sharing in support of the AJCC from all partners. Each partner is responsible for the delivery of applicable career services and will participate in or contribute to the development of a center orientation which will communicate all AJCC services to interested individuals. The Madera County Workforce Investment Corporation will provide Title I Adult, Dislocated Worker and Youth Services at the Center, as well as staffing the public

resource room area. The Employment Development Department will offer Wagner-Peyser employment services and will house a Veteran representative and MSFW Outreach worker at the location; EDD will also support the provision of basic career services available in the resource room and through other EDD programs. The TAA Specialist will provide services and assistance as needed. Madera Adult School will offer the full range of Adult Education and High School Diploma/Equivalency training and testing at the site. The Department of Social Services will offer eligibility and CalWORKS services at the Center, and the Department of Rehabilitation will have on-site Rehabilitation Counselors, as well as an Employment Coordinator and Benefit Counselor available on a scheduled basis. Job Corps provides twice monthly enrollment orientations at the AJCC. The Madera Community College Center will provide financial aid assistance, academic advising and counseling, assistance with enrollment, and individual and group registration. The Local Board is negotiating with partners who will not be co-located at the Center to insure that services are available and contributions are determined moving forward. Partners who are not co-located at the AJCC include: Program funded through Section 166 and Section 167, the Housing Authority, and Senior Community Services Employment Program. Roles and contributions will be finalized through the Phase II MOU process and could include items such as: contributions to the cost of Center orientations, the provision of services at the AJCC on a scheduled basis, participation in staff training activities, the provision of training to AJCC regarding services offered and eligibility criteria, provision of materials for job seekers and/or employers that describe the services available, and participation in regular AJCC partner meetings and other AJCC events.

Include an appendix in each local plan of copies of executed MOUs and cooperative agreements that are in process and copies of executed cooperative agreements which define how all local service providers, including additional providers, will carry out the requirements for integration of and access to the entire set of services available in the local AJCC system. This includes cooperative agreements (as defined in WIOA Section 107(d)(11)) between the Local Board or other local entities described in WIOA Section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C. 721(a)(11)(B)) and the local office of a designated State agency or designated State unit administering programs carried out under Title I of such Act (29 U.S.C. 720 et seq.) (other than Section 112 or part C of that Title (29 U.S.C. 732, 741) and subject to Section 121(f)) in accordance with Section 101(a)(11) of such Act (29 U.S.C. 721(a)(11)) with respect to efforts that will enhance the provision of services to individuals with disabilities and to other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.

Executed MOUs are included with this plan as Appendix A.

Provide detail specifying how Local Boards will work with WIOA Section 166 grantees to include in their local plans their strategies to provide Indian and Native Americans

equal access to AJCC services.

The Local Board will continue to work cooperatively with WIOA Section 166 grantees to insure access to AJCC services for Indian and Native American populations. Section 166 program representatives regularly schedule space in the AJCC to meet with and work with their customers. Individuals are co-enrolled with WIOA Title I or Title II services, as needed and determined through the development of an Individual Employment Plan or service strategy. Outreach is conducted in partnership with Section 166 grantee partners and information regarding Section 166 services and programs are provided to individuals who may qualify when they visit the AJCC. A referral system is in place and referrals are made between the Section 166 grantee and the AJCC. The AJCC Operator will maintain regular communication and include the Section 166 grantee in all partner meetings, events, and staff development/training sessions. The Local Board will continue efforts to strengthen the relationship with the Section 166 grantee serving the Madera County area with the goal of having a regular scheduled presence representing this program at the comprehensive AJCC in Madera.

Provide detail specifying how Local Boards will work with WIOA Section 167 grantees to include in their local plans their strategies to provide eligible Migrant Seasonal Farmworkers equal access to AJCC services.

The Local Board has completed the Phase I MOU process with the local WIOA Section 167 service provider, Central Valley Opportunity Center (CVOC). CVOC staff are not currently located in the comprehensive AJCC, and have separate locations for their office and training facility in the City of Madera. The MOU indicates that the Section 167 provider for Madera County will fully participate in the referral of customers both to and from the AJCC location and will share data on common customers as appropriate. Individuals who are in need of services under both Section 167 and Title I Adult/DW may be co-enrolled, as appropriate. The AJCC Operator will maintain regular communication with the Section 167 provider to inform them of upcoming events, available services, and special projects that can assist the Section 167 grantees participants in achieving their education, training, and employment goals. The Section 167 provider will have staff members participate in regular AJCC partner meetings, AJCC staff development and cross-training events, and AJCC orientations, workshops, and other events to insure that eligible MSFW participants have access to the full array of available AJCC services.

Provide detail specifying how AJCCs will serve as an on-ramp for the regional Sector pathways emphasized in the corresponding regional plan.

The San Joaquin Valley RPU through the Central California Workforce Collaborative has worked cooperatively on regional and sub-regional training grants and projects for over

20 years. Regional and sub-regional training projects involving the development of career pathways in priority sectors have included programs funded through VEAP grants, the Regional Industry Clusters Initiative, Prop 39 Construction and Clean Energy, the Central Valley Regional Infrastructure Employment Project, Slingshot, and NEG projects. The CCWC meets approximately every 6 weeks and communicates regularly about opportunities for regional and sub-regional partnerships and opportunities for participation in career pathway-focused training programs. Locally, the Board partners meet regularly with businesses and CTE partners at the secondary and post-secondary level in the development of career pathway programs that include multiple on-ramps and stackable credentials. All AJCC staff will continue to be informed about career pathway and stackable credential programs for job seekers and employed individuals through regular communication from the AJCC operator and via regular partner meetings and staff training events. Coordinated outreach will be conducted with education partners to recruit individuals into specific programs as needed, and to educate local employers, employed individuals, and job seekers regarding career pathway opportunities in priority sectors, as identified in the regional plan.

Describe how the Local Board will coordinate local workforce investment activities with regional economic development activities that are carried out in the local area and how the Local Board will promote entrepreneurial skills training and microenterprise services.

The Executive Director sits on the Madera County Economic Development Commission as a Commissioner and regularly attends all meetings either personally or through an approved designated alternate. The Executive Director of the EDC sits on the WDB and regularly attends those meetings. In addition, both Directors sit on, attend and/or participate in numerous activities related to economic and workforce development such as High Speed Rail and the Madera County Wye, an initiative to bring the Heavy Maintenance Facility to Madera County. Another initiative and project is the M Line working with Madera Unified School District, Madera Community College Center, the City and County and economic and workforce development to increase buses and routes from the one stop to Madera Community College Center and into Fresno State University. The Board's Business Specialists and management met with the EDC Executive Director during the implementation and transition from WIA to WIOA in order to obtain feedback and input to the Business Services plan to include rapid response and layoff aversion. EDC provides support and oversight to the Greater Madera County Industrial Association and workforce development often presents or provides resources and services to those members. EDC contacts Board staff for current labor market information and data. EDC also regularly request presentations to new potential businesses considering locating in Madera County related to their workforce needs. The WDB has developed partnerships with entities such as SCORE, SBDC, Wells Fargo Bank,

Valley SBDC, Central Valley Business Incubator (CVBI), EDD Employer Advisory Committee to provide entrepreneurial skills training to include marketing and business plans, financing, angel investment, business counseling, etc. The WDB has been successful through the DEI Grant in assisting a number of individuals with disabilities successfully open their own business. Resources and services to expand entrepreneurialism will be strengthened for all programs including the young adult program which the Board has taken in-house effective January 1, 2017.

Provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area.

While there are currently limited training programs within Madera County, there is a robust menu of training programs both in Merced and Fresno Counties, immediately to the north and south respectively. In Madera, we have Madera Community College Center, currently working on becoming WASC accredited for status as a stand-alone College rather than a Center. They have a quality Center for Advanced Manufacturing with curriculum vetted by employers with stackable and portable credentials for machinist, welder, maintenance mechanic, CNC as well as a mechanized agriculture program. Madera Center also has a health care program up to and including an RN credential. Between Fresno and Merced we utilize the training programs for Retail Hospitality and Tourism, Transportation and Logistics, Renewable Energy; all identified industries and occupations in demand for approved training. When local labor market or employer need demands other training such as computerized accounting, security guard/law enforcement, financial services there are appropriate programs available within the three counties. There are also a number of online offerings for training that we are able to avail ourselves of.

Provide a description of how the Local Board will coordinate rapid response activities carried out in the local area.

The Board has identified a Business Services team comprised of 4 Business Specialists and a Program Supervisor who have developed strategies and processes to actively engage businesses, gather business intel, and coordinate on going services to businesses throughout the business cycle. A Business Specialist is dedicated to Rapid Response and Layoff Aversion activities and utilizes resources, including the EconoVue tools and data to measure the business cycle and avert potential layoffs. The Business Specialist attends regional and local meetings/conferences where best practices and strategies are shared and have also received training related to Rapid Response and layoff aversion activities, tracking and completion of 121 and 122 reports, and the use of the Customer Relationship Management (CRM) module in CalJOBS. The Business Specialist also coordinates partners for a Rapid Response team for any business who has either filed a WARN or we have been made aware of a downsizing or closure. Orientation partners generally include representatives from the Workforce, EDD (TAA if needed), Wells Fargo, Department of Social Services, Housing Authority, Covered CA, and Keep Your

Home California. One such RR event occurred with the closure of Chukchansi Resort and Casino; a large business in Eastern Madera County that underwent a massive layoff of 1100 employees. We assisted the business with Rapid Response services and have assisted more than 120 individuals with Additional Assistance Dislocated Worker funds in accessing training and supportive services for employment. Our move to a larger facility will allow us to build a localized Rapid Response team to provide a more comprehensive approach to rapid response services. The Business Services team have also developed internal procedures for single layoffs and have coordinated efforts with front staff to ensure that data is captured, tracked, and followed for rapid re-employment.

Provide a description and assessment of the type and availability of youth workforce development activities in the local area including activities for youth who are individuals with disabilities, which must include an identification of successful models of such activities.

Effective January 1, 2017 the Board is the provider of out of school youth (young adult) services. The Board has not provided in school youth activities for approximately three years in the local area and had taken action years before that, to expend at least 50% of youth funding on out of school youth. While the model is still being finalized as of the writing of this plan, long term Board staff and a Program Supervisor have been assigned to the young adults eligible under the out of school youth funding. The Board staff will be utilizing the Customer Centric Design model wherein young adults will have a single point of contact with staff upon entering the one stop. Staff have identified providers in the local community for the 14 elements under WIOA. The Board will become engaged in mentoring and providing worksites for PWEX/Work Based Learning opportunities. A full marketing and recruitment will be accomplished from the broader community. Staff have been trained and will continue to receive any and all appropriate trainings related to the program services and offerings. Staff have also been trained in working with individuals with disabilities and all other barriers. Customized workshops and seminars will be developed and offered in response to each young adult entering the program.

Describe how the Local Board will coordinate relevant secondary and post-secondary education programs and activities with education and workforce development activities to coordinate strategies, enhance services, and avoid duplication of services.

The Board's Executive Director sits on the Madera Compact, the business and education alliance in Madera County. The Compact is provided with support and oversight by the Madera County Office of Education and includes both the secondary and post-secondary

education providers. The Executive Director also sits on the Madera Unified School District (MUSD) Career Advisory Council which includes businesses that represent the career pathways being offered by the Madera Unified School District. The employers provide guidance and mentoring for curriculum and certificate development. The district co-enrolls students with Madera Community College Center for many of the classes the student takes in their respective programs. The Board supports initiatives such as Manufacturing Day and Health Career Fair Day. The Board and the Compact are currently participating in developing an Agricultural Boot Camp during the summer of 2017. The College and Career Readiness Director from MUSD has presented to the Board specific to the career pathway work being conducted by the District and partners. The Executive Director also participated in an advisory committee for program and curriculum expansion and development at the Madera Community College Center specific to Measure C, a local bond for the College that successfully passed and will provide facility expansion to include a much larger Center for Advanced Manufacturing. These types of partnerships will continue.

Describe how the Local Board will coordinate WIOA Board Title I workforce development activities with the provision of transportation and other appropriate supportive services in the local area.

With the relocation of the comprehensive one stop, public transportation access is significantly increased for customers related to frequency and routes within the community. The Board also provides bus and Dial-A-Ride tickets to all eligible customers in need. We are also participating in meetings convened with the School District, Community College, City and County around the concept of “The M Line”. This bus would pick up participants from the one stop and provide direct transportation to the Madera Center and to Fresno State. We also provide mileage reimbursement for those participants in training as well as other supportive services to include but not limited to; assistance with books, health and parking, tools, mandatory clothing/uniforms, testing fees. These services are mandated by Board policy and the amounts and frequency are contingent upon annual funding.

Provide any plans, assurances, and strategies for maximizing coordination, improving service delivery, and avoiding duplication of Wagner-Peyser Act (29 U.S.C. 49 et seq.) services and other services provided through the One Stop delivery system.

With the impending move and the colocation of Wagner-Peyser staff, as well as the other core programs, staff will be trained and informed to ensure knowledge of specific services and resources associated with each program to mitigate duplication of services.

There will be an attempt to utilize either a universal data or case management system to further mitigate duplication but pending that a cross checking system will be implemented to maximize and leverage all of the services available in the one stop delivery system.

Describe how the Local Board will coordinate WIOA Title I activities with adult education and literacy activities under WIOA Title II. This description must include how the Local Board will carry out the review of local applications submitted under Title II consistent with WIOA Sections 107(d)(11)(A) and (B)(i) and WIOA Section 232. This description must also specify how the Local Board will carry out the review of Title II grant applications to determine whether such applications are consistent with the local plan, and how Local Boards will make recommendations to the eligible agency to promote alignment with the local plan, as described in WIOA Sections 107(d)(11)(A) and (B)(i) and Section 232.

The Title II program is relocating its entire Madera Adult School to the new One Stop which will allow for enhanced coordination of services and programs. Classrooms have been built in the one stop to create a true one stop environment for those customers needing adult education and literacy programs. Prior to this, the Board has had numerous contracts in order to offer GED/HiSET, High School Diploma Credit Recovery, English as a Second Language and other vocational training for WIA/WIOA participants. The Board has a current contract for WIOA participants for HiSET preparation which includes an instructor for tutorial assistance, clerical support to ensure timely registration for the open entry/exit class which is held three days a week during the day and three evenings a week. The participants are free to come and go for any of the class times and days to meet their schedules and abilities. Board staff have contacted the Director of the Adult Education Consortium, and have also provided the Directive related to review of the Title II grant applications, to schedule a meeting to review both the requirements of WIOA Sections 107 and 232 and ultimately the grant application. Board staff actively participate in the Consortium by attending events, meetings, and strategic planning sessions. Again, the Board has an excellent partnership with the Adult Ed partner and is, in fact, currently participating in a pilot project, per their invitation, for shared data collection.

Local plans affecting services in the counties listed below must provide a description of the services that will be provided to limited English proficient individuals. These services be should specifically detailed in any sections of the local plan that deal with the provision of services to individuals with basic skills challenges. Local plans must specify how basic skills programs in the local area will serve individuals from these communities. Counties that trigger this requirement include Imperial, Monterey, San

Benito, Los Angeles, Tulare, Merced, Santa Clara, Madera, Fresno, Orange, San Joaquin, San Mateo, Santa Barbara, Kern, Kings, Alameda, San Francisco, Napa, Stanislaus, San Bernardino, Ventura, Riverside, San Diego, Yolo, Sutter, Contra Costa, and Sacramento.

The Board will develop and implement contract education with Madera Community College Center and/or Madera Adult School to offer English as a Second Language and/or Vocational English as a Second Language courses. Contract education provides the opportunity to develop parameters that are offered in a format that is convenient, accessible, open entry/exit, open registration, clerical support dedicated to the contract to assist those LEP individuals, tutorial assistance and appropriate study materials. The Madera Adult School has moved their facility to the One Stop with classrooms and classes offered during the day and the evening. The one stop also has bilingual staff to ensure customers are assisted and comfortable accessing the system. All materials are in both English and Spanish.

Identify the entity responsible for the disbursement of grant funds described in WIOA Section 107(d)(12)(B)(i)(III), as determined by the chief elected official or the Governor under WIOA Section 107(d)(12)(B)(i).

The Madera County Board of Supervisors as the Chief Local Elected Official in Madera County has designated the Madera County Workforce Investment Corporation as the fiscal and administrative agent for WIOA funds allocated to Madera County. The duties and responsibilities of the fiscal and administrative agent related to grant management and disbursement of funds is outlined in the agreement between the Local Workforce Development Board, the CLEO, and the MCWIC. All fiscal policies and procedures are compliant with the Uniform Guidance related to the management of Federal funds.

Describe the competitive process that will be used to award the sub-grants and contracts for WIOA Title I activities.

The Workforce Development Board of Madera County is completing the required State application process for approval to provide WIOA career services for Adults and Dislocated Workers through the Madera County Workforce Investment Corporation as a partner in the local AJCC system. If, for any reason, the application to provide services is not approved, the local Board will issue a Request for Proposals to procure a provider of Adult and Dislocated Worker career services. The local Board is also participating in a sub-regional procurement process for One-Stop Operator for the local areas of Madera, Merced, Kings, and San Joaquin. Merced, as the regional lead in the RPU will be developing and issuing the procurement document to solicit proposal for a sub-regional One-Stop Operator for the four counties involved. If unsuccessful, the local Board has

authorized staff to develop and release a local procurement document to solicit proposal for a local One-Stop Operator, and to have such operator identified by July 1, 2017.

The Local Plan should describe the levels of performance negotiated with the Governor and chief elected official consistent with WIOA Section 116(c), to be used to measure the performance of the local area and to be used by the Local Board for measuring the performance of the local fiscal agent (where appropriate), eligible providers under WIOA Title I subtitle B, and the AJCC delivery system in the local area.

PY 2016-17 Performance Goals					
	Adults	Dislocated Workers	Wagner-Peyser *	Youth	
Employment Rate 2nd Quarter After Exit	65.0%	68.0%	53.7%	62.4%	Employment or Placement Rate 2nd Quarter After Exit
Employment Rate 4th Quarter After Exit	62.5%	66.5%	53.7%	64.2%	Employment or Placement Rate 4th Quarter After Exit
Median Earnings 2nd Quarter After Exit	\$4,957	\$7,308	\$4,862	BASELINE	Median Earnings
Credential Attainment within 4 Quarters After Exit	52.9%	60.0%	N / A	54.7%	Credential Attainment within 4 Quarters After Exit

PY 2017-18 Performance Goals					
	Adults	Dislocated Workers	Wagner-Peyser *	Youth	
Employment Rate 2nd Quarter After Exit	68.0%	71.0%	56.7%	65.4%	Employment or Placement Rate 2nd Quarter After Exit
Employment Rate 4th Quarter After Exit	65.5%	69.5%	56.7%	67.2%	Employment or Placement Rate 4th Quarter After Exit
Median Earnings 2nd Quarter After Exit	\$5,157	\$7,523	\$5,162	BASELINE	Median Earnings
Credential Attainment within 4 Quarters After Exit	55.9%	63.0%	N / A	57.7%	Credential Attainment within 4 Quarters After Exit

Identify how the Local Board will comply with state-issued AJCC policies specified in the following policy directives:

- WSD15-14 - WIOA Adult Program Priority of Service
- WSD15-12 - WIOA Memorandums of Understanding Phase I

- **WSDD-151 - WIOA Phase II Memorandums of Understanding**

The local Board has created and approved a policy for priority of service for WIOA Adult program participants that is consistent with State-issued policy. As stated in WIOA Section 134(c)(3)(E) and local Board policy, priority of service will be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for enrollment in individualized career services and training services funded with WIOA adult funds. Veterans and eligible spouses will continue to receive priority of service for WIOA programs and services consistent with State and Federal requirements.

The local Board successfully negotiated WIOA Phase I MOU's with all required partners – except the Section 166 program partner – by the State deadline of June 30, 2016. The MOU's were developed through a series of MOU development session meetings with partners and further refined through one-on-one communication with each partner agency. The Board has requested the assistance of the Regional Advisor in finalizing the MOU with the Section 166 partner, and will continue to reach out to the partner agency contacts to attempt to finalize their Phase I MOU. The Phase I MOU contains all information required by the State directive, including a local system map, a referral form and process, and commitments to work together on data sharing efforts and system costs as outlined in Phase II of the MOU process. The MOU's will be reviewed no less than once every three years and updated as appropriate, based on changes to the local system.

Phase II MOU's are being developed with the partners and will be finalized by the State deadline of June 30, 2017. The development process was initiated with a group meeting with partners on December 7, 2016. The second group meeting is scheduled for January 11, 2017 and Board staff will scheduled meetings with individual partners who are unable to attend the MOU planning sessions to review the MOU outline and begin the negotiation process. The Board is relocating the comprehensive AJCC to a larger facility in collaboration with the local Adult School in January 2017. Several partners have committed to co-locate within the new, larger facility including: Madera County Workforce Investment Corporation, Madera Adult School, the Department of Social Services, the Employment Development Department, the Department of Rehabilitation, and State Center Community College District. These partners will be contributing to the infrastructure costs of the new facility based on their occupied square footage and proportional share of common space, as well as contributions for system costs.

The local plan should describe how training services outlined in WIOA Section 134 will be provided through the use of individual training accounts. If contracts for training services will be used, the local plan must include how the use of such contracts will be coordinated with the use of individual training accounts, and how the Local Board will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided.

The Board has an established and approved policy in compliance with WIOA Section 134 for the use of individual training accounts. It is periodically reviewed for both WIOA and local compliance as well as appropriate funding caps, access to and number of individual training accounts allowed by customers and timeframes associated with the process. The Board has, and will continue, to provide contracts for training services that are both beneficial and allowed to provide needed training through the use of the individual training contracts. In these cases, Board staff are diligent in reviewing such training content and the provider for quality, performance outcomes, and the culmination of such training with an industry recognized credential or certificate. All staff have been trained regarding informed customer choice in compliance with WIOA and work with their customers related to career search, career pathways, required skills, training and education for a chosen career and the available and approved training providers to meet their needs but also within the Board ITA policy.

The Local plan should describe the process used by the Local Board, consistent with WIOA 108(d), to provide a 30-day public comment period prior to submission of the plan. Information should specify how Local Boards complied with physical and programmatic accessibility requirement for individuals with disabilities. This section should describe local outreach efforts made to include stakeholders and CBOs representing the individuals from target populations characteristic of the demography of the region, including those groups who have experience serving or working with high-need and historically disadvantaged communities such as farmworkers, ex-offenders, those who are limited English proficient, out of school and/or disconnected and foster youth (including former foster youth). This description should note how and which groups (by name) were contacted and invited to participate in both planning efforts and the public comment process.

The Local Board staff discussed the planning process and requested input from all AJCC and community partners through the regular partner meeting process. Organizations included in the partner meetings include: Madera Adult School, Madera Community College Center, Central Valley Opportunity Center (Section 167), California Indian Manpower Consortium (Section 166), the Housing Authority, SER-Jobs for Progress (SCSEP), the Employment Development Department, the Department of Rehabilitation, the Department of Social Services, State Center Adult Education Consortium, and the Workforce Investment Corporation (WIOA Title I – Adult, DW, and Youth). The planning process was discussed in concert with the MOU development process and included discussions regarding services to be provided, coordination and data sharing efforts, referral processes, and customer service delivery models and approaches. In addition to these discussions, the local plan was made available for review during a 30-day public comment period. The plan was available in both hard copy and electronic formats. Alternate formats would be made available to individuals with disabilities and to individuals who are Limited English Proficient upon request. Email notifications regarding the availability of the plan for review and comment were sent to all partner organizations and Workforce Development Board members. The notice was also

published in the local newspaper and posted on the Workforce Development Board web page. The public comment period ran concurrently with the public comment period for the regional plan.

Describe how Local Boards currently handle intake and case management and whether their existing approach allows for the tracking of co-enrolled individuals across WIOA core programs and other programs party to the State Plan.

The Local Board uses the Employment Development Department CalJOBS system for intake and case management. Co-enrollments are managed using existing functionality in the CalJOBS system. CalJOBS allows co-enrollment codes to be used for customers who are receiving services from other WIOA core programs and other programs party to the State Plan. The Local Board is also participating in a pilot project with the State Center Adult Education Consortium for tracking and referring individuals who are receiving Adult Education and Literacy services. The pilot project involves use of the CommunityPro system and entering/uploading CalJOBS data regarding individuals who are co-enrolled in Adult Education and Literacy services with other pilot project participants. An evaluation of the pilot is anticipated to be completed in March of 2017 to determine whether use of the system will be continued.

Specify how Title II program applicants will be given access to local plans for purposes of reviewing the local plan and developing Title II applications for funding.

The local Board staff have been meeting with the leadership of the State Center Adult Education Consortium (SCAEC) and with Madera Adult School regularly to discuss the WIOA planning process. In addition, local Board staff have been attending and participating in planning activities, summits, and other meetings of the Adult Ed Consortium that impact planning for Adult Education and Family Literacy activities in the local area. Title II Program applicants will be included in the distribution of the draft plan for public comment, review, and input. Title II program applicants will be notified of the requirements regarding Workforce Development Board review of, and concurrence with, their plans via written and/or electronic communication from the local Board.

Describe how the Local Board will meet the priority of service requirements in WIOA Section 134(c)(3)(E).

The local Board has created and approved a policy for priority of service for WIOA Adult program participants that is consistent with State-issued policy. As stated in WIOA Section 134(c)(3)(E) and local Board policy, priority of service will be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for enrollment in individualized career services and training services funded

with WIOA adult funds. Veterans and eligible spouses will continue to receive priority of service for WIOA programs and services consistent with State and Federal requirements.

Identify the portions of the local plan that are being handled in the narrative content of the regional plan.

The portions that are most notable are the workforce systems stakeholders, analysis of key economic conditions, in-demand sectors and the workforce accomplished through the regional and local economic and skills gap analysis, career and sector pathways, industry valued and recognized credentials, and system accessibility,

REQUIRED ATTACHMENTS TO LOCAL PLAN

- A. Local Board Assurances
- B. Provide A List of Comprehensive One-Stops and AJCC Partners in the Local Area
- C. Attach AJCC Memorandums of Understanding (MOU)
- D. Provide the Local Area Grant Recipient Listing Using the Form Provided
- E. Provide A Copy of Local Board Bylaws
- F. Provide Program Administration Designee and Plan Signatures
- G. Provide a Summary of Public comments received that disagree with the regional and local plan.

Local Board Assurances

Through PY 2017-20, the Local Workforce Development Board (Local Board) assures the following:

- A. The Local Board assures that it will comply with the uniform administrative requirements referred to in the *Workforce Innovation and Opportunity Act* (WIOA) Section 184(a)(3).
- B. The Local Board assures that no funds received under the Workforce Development Act will be used to assist, promote, or deter union organizing (WIOA Section 181[b][7]).
- C. The Local Board assures that the board will comply with the nondiscrimination provisions of WIOA Section 188.
- D. The Local Board assures that the board will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIOA Section 188.
- E. The Local Board assures that funds will be spent in accordance with the WIOA, written Department of Labor guidance, and other applicable federal and state laws and regulations.
- F. The Local Board assures it will comply with future State Board policies and guidelines, legislative mandates and/or other special provisions as may be required under Federal law or policy, including the WIOA or state legislation.
- G. The Local Board assures that when allocated adult funds for employment and training activities are limited, priority shall be given to veterans, recipients of public assistance and other low-income individuals for intensive and training services. (WIOA Section 134[c][3][E], and CUIC Section 14230[a][6])
- H. The Local Board certifies that its America's Job Center of CaliforniaSM (AJCC) location(s) will recognize and comply with applicable labor agreements affecting represented employees located in the AJCC(s). This shall include the right to access by state labor organization representatives pursuant to the *Ralph Dills Act* (Chapter 10.3 [commencing with Section 3512] of Division 4, of Title 1 of the Government Code, and CUIC Section 14233).

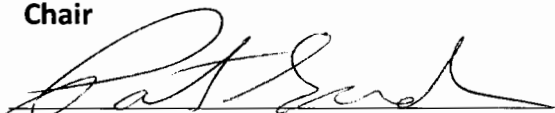
- I. The Local Board assures that state employees who are located at the AJCC(s) shall remain under the supervision of their employing department for the purposes of performance evaluations and other matters concerning civil service rights and responsibilities. State employees performing services at the AJCC(s) shall retain existing civil service and collective bargaining protections on matters relating to employment, including, but not limited to, hiring, promotion, discipline, and grievance procedures.
- J. The Local Board assures that when work-related issues arise at the AJCC(s) between state employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employee's civil service supervisor. The AJCC operators and partners shall cooperate in the investigation of the following matters: discrimination under the *California Fair Employment and Housing Act* (Part 2.8 [commencing with Section 12900] of Division 3, of Title 2 of the Government Code), threats and/or violence concerning state employees, and state employee misconduct.
- K. The Local Board assures that it will select the One-Stop Operator with the agreement of the CEO, through a competitive process, or with approval from the local elected official and the Governor's Office. (WIOA Section 121[d][2][A]). The AJCC Operator is responsible for administering AJCC services in accordance with roles that have been defined by the Local Board.

SIGNATURE PAGE**Instructions**

The Local Board chairperson and local CEO must sign and date this form. Include the original signatures with the request.

By signing below, the local CEO and Local Board chair agree to abide by the Local Area assurances included in this document.

**Local Workforce Development Board
Chair**


Signature

Pat Gordon
Name

Chair
Title

7/18/2017
Date

Local Chief Elected Official


Signature

Max Rodriguez
Name

Chairman
Title

8/8/2017
Date

List of Comprehensive One-Stops and AJCC Partners
for Madera County

Madera County Comprehensive One Stop

Madera County Workforce Assistance Center
2037 W. Cleveland Avenue
Madera, CA 93638
559-662-4500

AJCC Partners in Local Area

Central Valley Opportunity Center
Employment Development Department
Housing Authority of the City of Madera
Madera County Department of Social Services
Madera County Workforce Investment Corporation
Madera Unified School District Madera Adult School
SER
San Jose Job Corps
State of California Department of Rehabilitation
State Center Adult Education Consortium
State Center Community College District, Madera Community College Center

MADERA COUNTY CONTRACT No. 10704-C-2016

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY
AND
CENTRAL VALLEY OPPORTUNITY CENTER, INC. (CVOC)**

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 Compensation 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); and

Parties to the MOU

As a required AJCC partner in accordance with the Workforce Innovation and Opportunity Act, Central Valley Opportunity Center enters into a Memorandum of Understanding (MOU) with the Workforce Development Board of Madera County (WDB) regarding the manner in which the Central Valley Opportunity Center 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 Executive Director.

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 as feasible;
5. Diligence in developing coordinated local leadership in workforce development through;
 - a) Responsiveness to customer needs;
 - b) Maintenance to system infrastructure as feasible;
 - c) Shared technology and information as feasible;
 - d) 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. However, access does not mean co-location. 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 grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

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, as feasible 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 Central Valley Opportunity Center will provide the following specific AJCC services:

- Eligibility determination;
- Referral;
- Case management and counseling;
- Vocational training;
- General Education development (GED);
- Supportive Services;
- Resume and Job Readiness assistance; and
- Placement services.

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 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 to 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.

ATTACHED COPY OF AGREED UPON REFERRAL FORM AND PROCESS - 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.

If funded by the AJCC, 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 also includes letterhead, envelopes, business cards, any written correspondence, and fax transmittals.

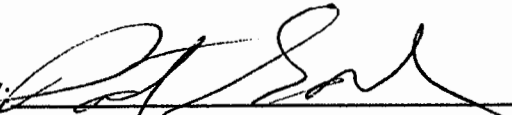
Hold Harmless/Indemnification/Liability:

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 16, 2016

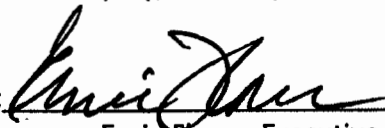
BY: 
Pat Gordon, Chair

Workforce Development Board of Madera County
(Name of WDB)

441 E. Yosemite Avenue
(Address)

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

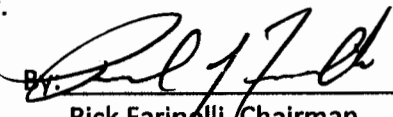
Dated: May 13, 2016

BY: 
Ernie Flores, Executive Director

Central Valley Opportunity Center
1930 Howard Road, Suite 125
Madera, Ca 93637

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 Central Valley Opportunity Center.

Dated: 6/25/16, 2016

BY: 
Rick Farinelli, Chairman
Madera County Board of Supervisors



Approved as to Legal Form:
COUNTY COUNSEL

By Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C = US
Date: 2016.08.12 15:50:51 -08'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

The Workforce Development Board

of Madera County and

State of California Department of Rehabilitation
WIOA Title IV Vocational Rehabilitation

TITLE OF CONTRACT:

Memorandum of Understanding

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.

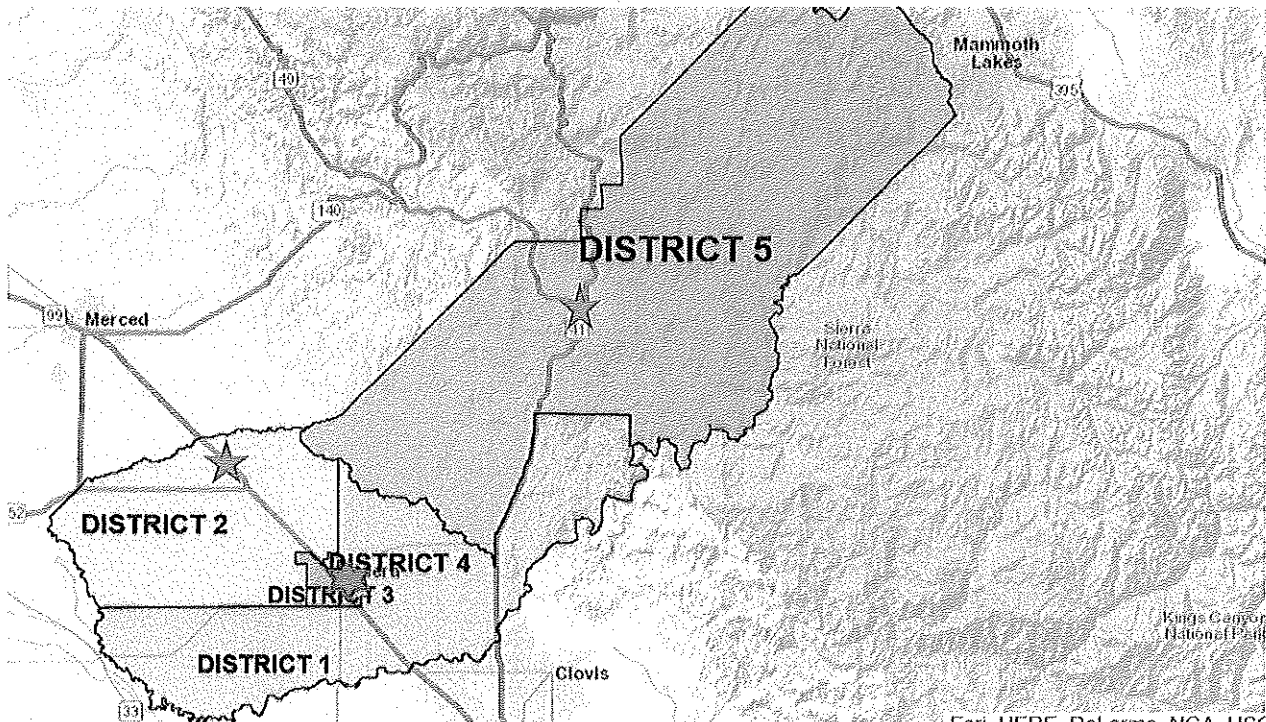
AJCC partners will, in accordance with the applicable regulations, laws, or other program requirements, track referrals sent and received, as well as the outcomes associated with those referrals. Referral information such as number referred or received, number accessing specific services, number of no 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

MADERA COUNTY CONTRACT No. 10705-C-2016

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY
AND
THE EMPLOYMENT DEVELOPMENT DEPARTMENT**

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 Employment Development Department (EDD) enters into a Memorandum of Understanding (MOU) with the Workforce Development Board of Madera County (WDB) regarding the manner in which the EDD 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 EDD Workforce Service Branch Division Chief or department designee.

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;
 - c) Shared technology and information;
 - d) 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

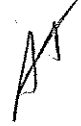
This MOU shall become effective on July 1, 2016 and shall continue for three years, through June 30, 2019, unless terminated sooner by one of the parties. The MOU will be reviewed not less than once every three years to identify and incorporate any substantial changes that may have occurred.

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.



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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 EDD will provide the following specific AJCC services:

A. Workforce Services Branch will provide:

1. **Basic Career Services** to include initial assessment of skill levels; provision of referrals to and coordination of activities; provision of workforce and labor market employment statistics information; provision of information relating to the availability of supportive services or assistance on-site using staff who are properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim
2. **Individualized Career Services** to include short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre-vocational services

3. **Support the following programs and/or Services**

California Training Benefits (CTB)

CalJOBS

Employer Services

Fidelity Bonding



H-2A Temporary Agriculture Program
Jobs for Veterans Services Grant
Migrant Seasonal Farmworker Services
Personal Job Search Assistance workshops
Rapid Response
Trade adjustment Assistance
Work Opportunity Tax Credits
Worker Adjustment Retraining Notification (WARN) Act
Workshops
Youth Employment Opportunity Program / Youth Services

B. Labor Market Information Division will provide

1. **Basic Career Services** to include Labor Market Information (LMI) for regional economies, local areas, and California and a self-service website accessible to all customers with LMI products and data.
2. **Individualized Career Services** to include
 - Occupational Guides/Profiles
 - Wage data
 - Skills information and skills transference
 - In-demand occupations
 - Education and licensing requirements
 - Crosswalk occupations and education program offerings
 - Eligible Training Provider List (ETPL) of certified training organizations
 - Commute pattern data

C. Unemployment Insurance Branch will provide

Unemployment Insurance (UI) claim information upon request, following the Data Consent Authorization Form (DCAF) process,
Worker Profiling and Reemployment Services
Provide a direct line to the UI Public Service Program (PSP)
Provide AJCC staff with training and support in areas of UI as required,
In-person guidance to individuals in filing UI claims utilizing the eApply4UI or UI Online applications or direct customers to the UI PSP direct line system,

Assistance to AJCC staff and customers related to California Training Benefits (CTB)

Collaborate with Partners and AJCC staff on the Trade Adjustment Assistance (TAA) as it relates specifically to Trade Readjustment Allowance (TRA),

Support to the Rapid Response Team as a team member and participate in Rapid Response Roundtable meetings

Provide lay off aversion information to Employers.

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 current location of the AJCC is 441 E. Yosemite Avenue, Madera, CA 93638. The partner agrees that it will provide access to the services described in this MOU through the development and implementation of a workable referral process to support the AJCC in the delivery of EDD supported services. Services may be offered at any location deemed appropriate by the partner organization. The WDB is committed to establish a comprehensive center in a facility that meets ADA and Seismic requirements. The AJCC 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;
- Include a system of electronic referrals, traditional correspondence, verbal communication, or 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, including Veterans 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 also includes 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 28, 2016

BY: [Signature]
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 24, 2016

BY: [Signature]
Shelly Tarver, Acting DDC

EDD Workforce Services Branch
1600 E. Belle Terrace
Bakersfield, CA 93307

Dated: _____, 2016

BY: _____
Sylvia Garibay
Employment Development Administrator

EDD Unemployment Insurance Branch
P.O. Box 826880 – MIC 40
Sacramento, CA 94280-0001

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 Employment Development Department.

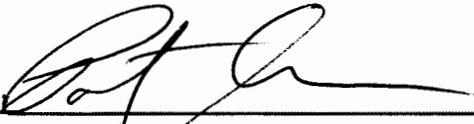
Dated: 8/25, 2016

BY: [Signature]
Rick Farinelli, Chairman
Madera County Board of Supervisors



Signatures

Dated: June 28, 2016

BY: 
Pat Gordon, Chair

Workforce Development Board of Madera County
(Name of WDB)

441 E. Yosemite Avenue
(Address)

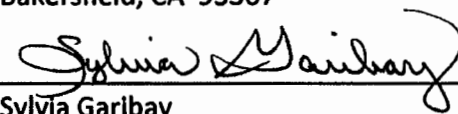
Madera, CA 93638
(City, State, Zip Code)

Dated: _____, 2016

BY: _____
Shelly Tarver, Acting DDC

EDD Workforce Services Branch
1600 E. Belle Terrace
Bakersfield, CA 93307

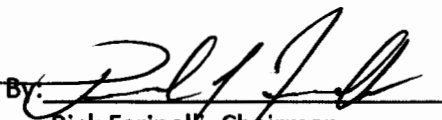
Dated: June 27, 2016

BY: 
Sylvia Garibay
Employment Development Administrator

EDD Unemployment Insurance Branch
P.O. Box 826880 – MIC 40
Sacramento, CA 94280-0001

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 Employment Development Department.

Dated: 8/2, 2016

BY: 
Rick Farinelli, Chairman
Madera County Board of Supervisors



Approved as to Legal Form:
COUNTY COUNSEL

By Dale E. Bacigalupi Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C = US
Date: 2016.08.12 16:00:24 -0800

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

The Workforce Development Board

of Madera County and

The State Center Community College District,
Madera Community College Center

TITLE OF CONTRACT:

Memorandum of Understanding

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.

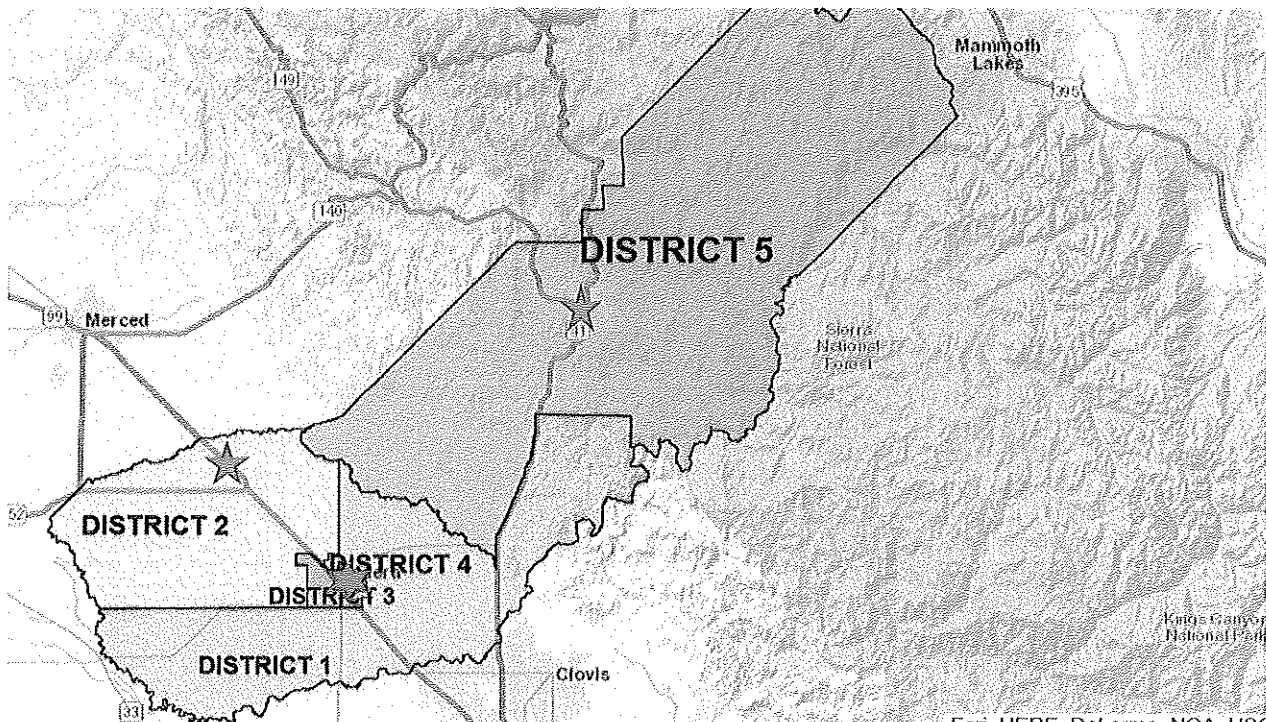
AJCC partners will, in accordance with the applicable regulations, laws, or other program requirements, track referrals sent and received, as well as the outcomes associated with those referrals. Referral information such as number referred or received, number accessing specific services, number of no 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

MADERA COUNTY CONTRACT No. 10706-C-2016

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY
AND
THE HOUSING AUTHORITY OF THE CITY OF MADERA**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of June 8, 2016, by and among the WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY ("WDB"), and the HOUSING AUTHORITY OF THE CITY OF MADERA, a political subdivision ("HOUSING AUTHORITY"), also collectively referred to herein as the "PARTIES."

RECITALS

A. 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.

B. 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 Compensation laws
- Job Corps

C. 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.

D. Vision and Mission of the Workforce Development Board of Madera County

The Workforce Development Board of Madera County 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.

AGREEMENT

1. Purpose of Memorandum of Understanding (MOU)

a. To define and reinforce (or establish) relationship between the Workforce Development Board of Madera County (WDB) and the designated Partner Agency;

b. 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).

2. Parties to the MOU

As a required AJCC partner in accordance with the Workforce Innovation and Opportunity Act, the HOUSING AUTHORITY enters into a Memorandum of Understanding with the WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY regarding the manner in which the HOUSING AUTHORITY 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 Executive Director of the HOUSING AUTHORITY.

3. 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;
 - c) Shared technology and information;
 - d) 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.

4. 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.

This MOU is of no force or effect until executed by authorized representatives of the participating agencies. The MOU, once fully executed, becomes a part of the local WIOA Plan.

5. 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.

6. 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:

- a. A statement of intent to continue all provisions of the MOU;
- b. Revised effective and end dates; and
- c. Dated signatures of both parties.

7. 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.

8. 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.

9. Grievances and Complaints Procedure

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

10. 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.

11. 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:

- a. 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;
- b. 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.
- c. 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.
- d. 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.
- e. Access to Wagner-Peyser services including job search, placement, placement, recruitment, and CalJOBS.
- f. Access to AJCC Programs and activities.
- g. 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 HOUSING AUTHORITY will provide the following specific AJCC services:

The Housing Authority will ensure that services are provided by training partnering staff in the delivery of information about the services available through HACM to eligible individuals.

12. 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 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.

13. Methods of Referral

Parties to this MOU agree to 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.

A copy of the agreed upon referral form and process is attached hereto and incorporated herein as Attachment A.

14. 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 attached hereto and incorporated herein as Attachment B.

15. 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:

- a. Comply with the applicable provisions of the WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements;
- b. The principles of common reporting and shared information through electronic mechanisms, including shared technology;
- c. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements;
- d. 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;
- e. Develop technological enhancements that allow interfaces of common information needs, as appropriate; and
- f. Understand that system security provisions shall be agreed upon by all partners.

16. Funding of Services and Operating Costs

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.

17. 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:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. All information regarding such services shall be confidential information subject to the provisions of 34 CFR Section 361.38 and Title 9 California Code of Regulations Sections 7140-7143.5 as amended.

18. 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.

19. 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 jointly 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.

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 responsible and save all other parties harmless from all matters relating to payment of each party's own employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters. Nothing in this MOU shall be construed as a waiver by the original employer of its management rights, and all personnel rules and policies of the original employer shall govern its staff in the activities contemplated by this MOU.

20. 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.

21. 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 also includes letterhead, envelopes, business cards, any written correspondence, and fax transmittals.

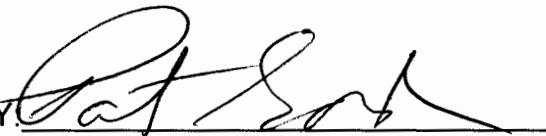
22. Hold Harmless/Indemnification/Liability:

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 16, 2016

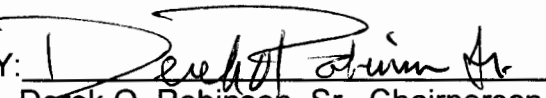
BY: 
Pat Gordon, Chair

Workforce Development Board of
Madera County
(Name of WDB)

441 E. Yosemite Avenue
(Address)

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

Dated: _____, 2016

BY: 
Derek O. Robinson, Sr., Chairperson

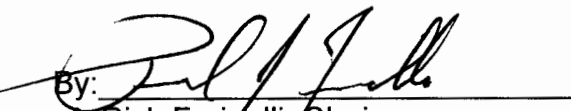
Housing Authority of the City of
Madera
(Name of Partner Agency)

205 North G Street
(Address)

Madera, CA 93637
(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 Housing Authority of the City of Madera.

Dated: 8/25, 2016

By: 
Rick Farinelli, Chairman
Madera County Board of Supervisors



Approved as to Legal Form:
COUNTY COUNSEL

By _____

Dale E.
Bacigal
upi

Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C = US
Date: 2016.08.12 16:05:26 -08'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

The Workforce Development Board

of Madera County and

SER, Jobs for Progress, Inc.

TITLE OF CONTRACT:

Memorandum of Understanding

RESOLUTION NO. 1065

**RESOLUTION OF THE HOUSING AUTHORITY OF THE
CITY OF MADERA APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE HOUSING AUTHORITY OF THE CITY OF MADERA
AND THE WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY
AND AUTHORIZING THE CHAIRPERSON TO EXECUTE THE MOU**

WHEREAS, the Housing Authority of the City of Madera provides services relating to the development and operation of affordable housing; and

WHEREAS, 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 and is in need of defining and establishing a relationship between the Workforce Development Board of Madera County (WDB) and the Authority; and

WHEREAS, the Housing Authority of the City of Madera is willing and able to provide those services as detailed in the Memorandum of Understanding between the Housing Authority of the City of Madera and WDB on file in the office of the Secretary of the Housing Authority of the City of Madera; and

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF MADERA AS FOLLOWS:

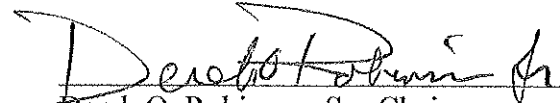
1. The recitals listed above are true and correct.
2. A Memorandum of Understanding (MOU) has been developed to set forth the responsibilities of the partners relating to their services.
3. The MOU is hereby approved.
4. The Chairperson of the Board of Commissioners of the Housing Authority of the City of Madera is authorized to execute the MOU on behalf of the Housing Authority of the City of Madera.
5. This resolution is effective immediately upon adoption.

The foregoing Resolution No. 1065 was adopted by the Housing Authority of the City of Madera on this 8th day of June 2016, by the following vote:

AYES: Commissioners Robinson, Poythress, Rigby, Medellin, Oliver, Holley

NOES: None

ABSENT: None


Derek O. Robinson, Sr., Chairperson

ATTEST:


Linda M. Shaw
Secretary

Approved as to Legal Form:


J. Brent Richardson
General Legal Counsel

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.

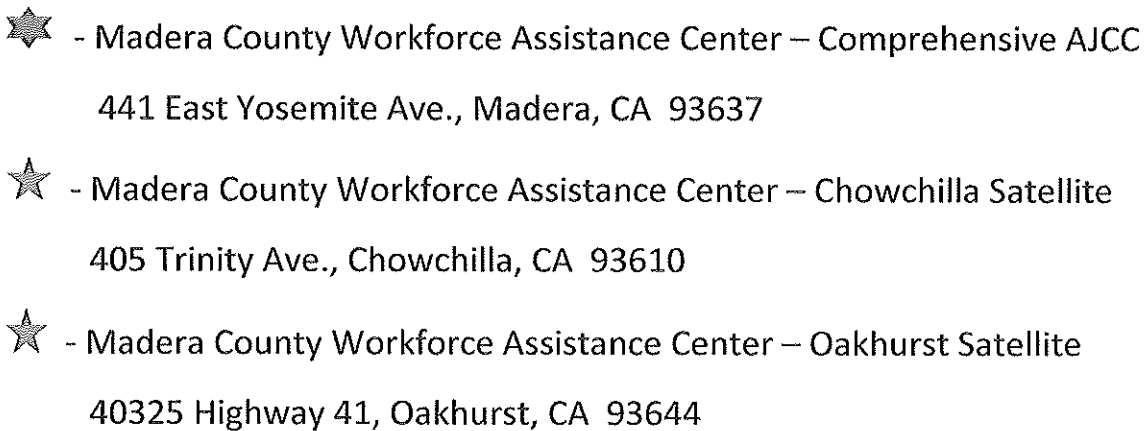
AJCC partners will provide contact information for their designated contact person(s) for the receipt of referrals. Partners agree to send referrals to the appropriate contact person(s) at each partner organization, using the delivery method required or preferred by that partner. Partners will communicate 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 CONTRACT No. 10707-C-2016

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY
AND
JOB CORPS NORTHERN CALIFORNIA OUTREACH & ADMISSIONS**

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 Compensation 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 *JOB CORPS NORTHERN CALIFORNIA OUTREACH & ADMISSIONS* enters into a Memorandum of Understanding (MOU) with the Workforce Development Board of Madera County (WDB) regarding the manner in which the *JOB CORPS NORTHERN CALIFORNIA OUTREACH & ADMISSIONS* 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 *PROJECT DIRECTOR*.

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

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, 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 *JOB CORPS NORTHERN CALIFORNIA OUTREACH & ADMISSIONS* will provide the following specific AJCC services:

- Monthly Orientation and Information Sessions at the AJCC facility – sessions will describe Job Corps services including educational and vocational training; residential living; employability, independent living, and social skills training; assistance with transportation and obtaining driver's license; counseling services; basic medical, dental, and vision benefits; career transition and job placement services; basic living allowance; and transition allowance.
- Follow-up services after completion of Job Corps programs.
- Assistance with Job Corps Eligibility and Admission Process.
- Referrals to other AJCC Partners, as appropriate.
- Provision of cross-training and informational presentations to AJCC partner agency staff.

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 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 to 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.

A copy of the local referral form and process is 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.

Job Corps Program Centers are located in San Francisco, Sacramento, and San Jose

Treasure Island Job Corps; 351 H Ave, Bldg. 442, San Francisco, CA 94130

San Jose Job Corps; 3485 East Hills Drive, San Jose, CA 95127

Sacramento Job Corps; 3100 Meadowview Road, Sacramento, CA 94532

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 the intent 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 also includes 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: July 20, 2016

BY: [Signature]
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: 6/28, 2016

BY: [Signature]
Naya Gordon, Project Director

Job Corps Northern California OA
Name of Partner Agency

1330 Broadway, Suite 705
Street Address

Oakland, CA 94612
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 JOB CORPS NORTHERN CALIFORNIA OUTREACH & ADMISSIONS Program.

Dated: 8/25, 2016

BY: [Signature]
Rick Farinelli, Chairman
Madera County Board of Supervisors



Approved as to Legal Form:
COUNTY COUNSEL

By
Dale E. Bacigalupi
Bacigalupi
upi

Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C = US
Date: 2016.08.12 16:08:14 -08'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

The Workforce Development Board

of Madera County and

Madera Unified School District, Madera Adult School

TITLE OF CONTRACT:

Memorandum of Understanding

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.

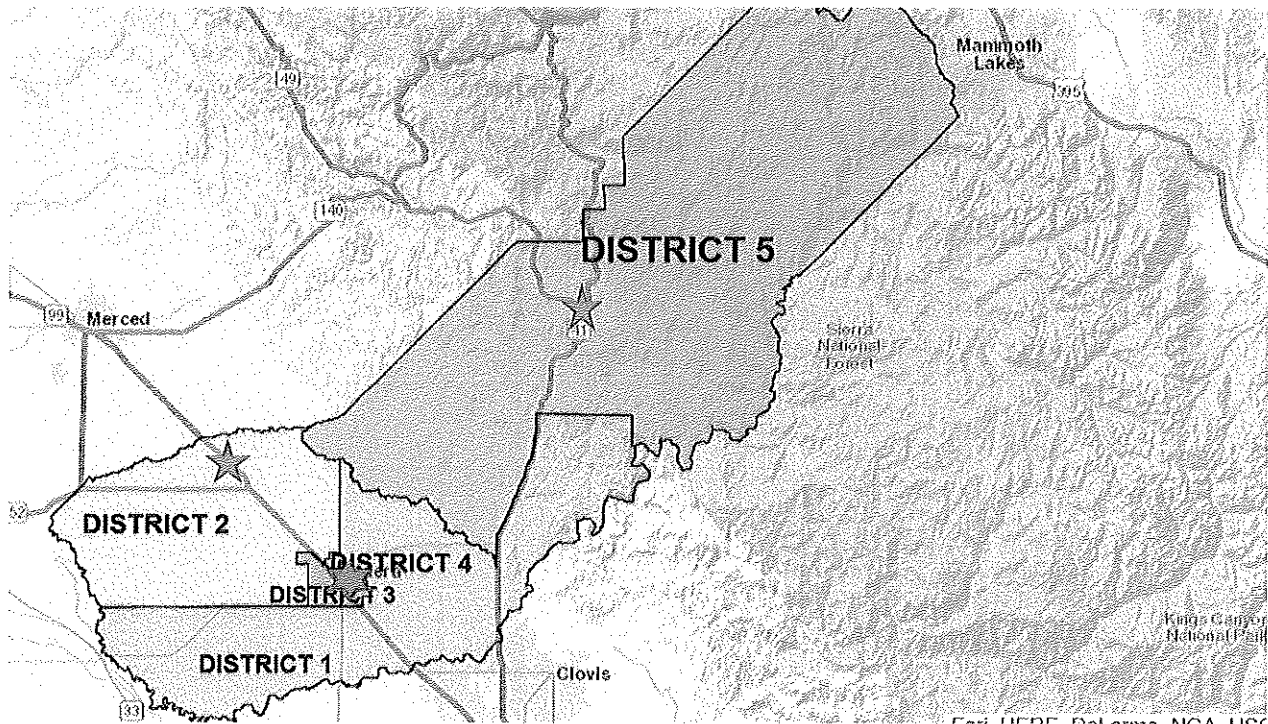
AJCC partners will, in accordance with the applicable regulations, laws, or other program requirements, track referrals sent and received, as well as the outcomes associated with those referrals. Referral information such as number referred or received, number accessing specific services, number of no 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

MADERA COUNTY CONTRACT NO. 10622-C-2016

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY
AND
MADERA COUNTY DEPARTMENT OF SOCIAL SERVICES**

RECITALS

A. 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.

B. 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 Compensation laws
- Job Corps

C. 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.

D. 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.

E. Purpose of Memorandum of Understanding (MOU)

- a. To define and reinforce (or establish) relationship between the Workforce Development Board of Madera County (WDB) and the designated Partner Agency;
- b. 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); and

NOW, THEREFORE, in consideration of the Recitals, the parties hereby agree as follows:

1. Parties to the MOU

As a required AJCC partner in accordance with the Workforce Innovation and Opportunity Act, the Madera County Department of Social Services (MCDSS) enters into a Memorandum of Understanding (MOU) with the Workforce Development Board of Madera County (WDB) regarding the manner in which the (MCDSS) 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 MCDSS *Director or designee*.

2. Responsibilities of AJCC Partners

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

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

3. 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.

4. 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:

- a. A statement of intent to continue all provisions of the MOU;
- b. Revised effective and end dates; and
- c. Dated signatures of both parties.

5. Termination

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. Notice shall be delivered as follows:

Kelly Woodard, Director
Madera County Department of
Social Services
P.O. Box 569
Madera, CA 93639

Pat Gordon, Chair
Workforce Development Board of
Madera County
441 E. Yosemite Avenue
Madera, CA 93638

6. 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.

7. Grievances and Complaints Procedure

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

8. 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.

9. 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:

- a. 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;
- b. 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.
- c. 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.

d. 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.

e. Access to Wagner-Peyser services including job search, placement, placement, recruitment, and CalJOBS.

f. Access to AJCC Programs and activities.

g. 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 MCDSS will provide the following specific AJCC services:

Core Services:

As a general rule, MCDSS will participate, as consistent with the CalWorks plan, support and assist in the provision of core services to CalWorks individuals determined eligible to receive TANF/CalWorks services by the California Department of Social Services and the local CalWorks plan. The MCDSS's funding can only be used to pay for services that are available to eligible CalWorks individuals qualified to participate in these programs through the AJCC Center.

Intensive Services:

The MCDSS agrees to as consistent with the local CalWorks plan, to support and assist with intensive services to eligible CalWorks individuals determined eligible for such services as defined by the California Department of Social Services and the local CalWorks plan.

Training Services:

MCDSS agrees, as consistent with the local CalWorks plan to support and assist in providing training services to a CalWorks eligible individual whom:

- (1) Has been determined to be eligible for intensive services, but who has been unable to obtain employment;
- (2) Has been determined by the AJCC Operator or AJCC Partner to be in need of training services and who has the skills and qualifications to successfully participate in a training program;
- (3) Selects a training program that is directly linked to employment opportunities in the local area or in an area to which the individual is willing to relocate;
- (4) Is not qualified for federal grant assistance or who needs assistance beyond that available through such grant assistance programs; or
- (5) Meets applicable priority criteria for training services
- (6) Has training identified in their approved welfare to work (WtW) plan.

- (7) Services may include child care, transportation, and/or ancillary assistance but may not provide funds for tuition.

Training services that MCDSS may refer eligible CalWorks individuals as defined by the California Department of Social Services includes but are not limited to:

- (1) Occupational skills training;
- (2) On-the-Job Training;
- (3) Workplace training and cooperative education programs;
- (4) Private sector training programs;
- (5) Skills up-grade and retraining;
- (6) Entrepreneurial training;
- (7) Job readiness training;
- (8) Adult education and literacy activities in combination with training; and
- (9) Customized training.

10. 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 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.

If WDB establishes additional AJCC Centers within its local workforce investment area, the MCDSS Director will determine the extent and manner in which it will participate in such additional centers. However, access to MCDSS services will be made available at all locations.

11. 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.
- MCDSS will create an activity in our CIV system that will generate a Referral To Activity sheet which will be printed and given to the customer to take to AJCC partner.

12. 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 A.

13. 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.

14. 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.

15. 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.
- Any information regarding any individual who has applied for or received services, including the fact that the individual is an applicant or client of MCDSS shall not be disclosed by the AJCC Operator or any AJCC Partner, absent a court order or a written authorization from the applicant or client as stated above.

16. 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.

It is understood that MCDSS and its staff are subject to existing personnel policies,

procedures, regulations and statutes as well as applicable collective bargaining agreements. The WDB will assure to the extent possible that the AJCC Operator will work with all partners in developing and implementing policies and procedures for the AJCC , in order to avoid inconsistencies with their respective policies, procedures, regulations and collective bargaining agreements.

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 log developed by the State of California and the local Board on buildings identified for AJCC usage. This also includes 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.

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first
above-written.



COUNTY OF MADERA


Chairman, Board of Supervisors

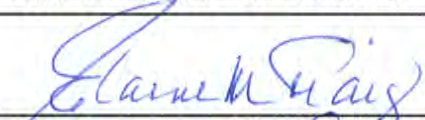
ATTEST:


Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C = US
Date: 2016.04.18 13:54:04 -08'00'

Contracting Party:
WORKFORCE DEVELOPMENT BOARD
OF MADERA COUNTY

By: 
Elaine M. Craig (Signature)
(Print)

Title: Executive Director

ACCOUNT NUMBER(S)

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.

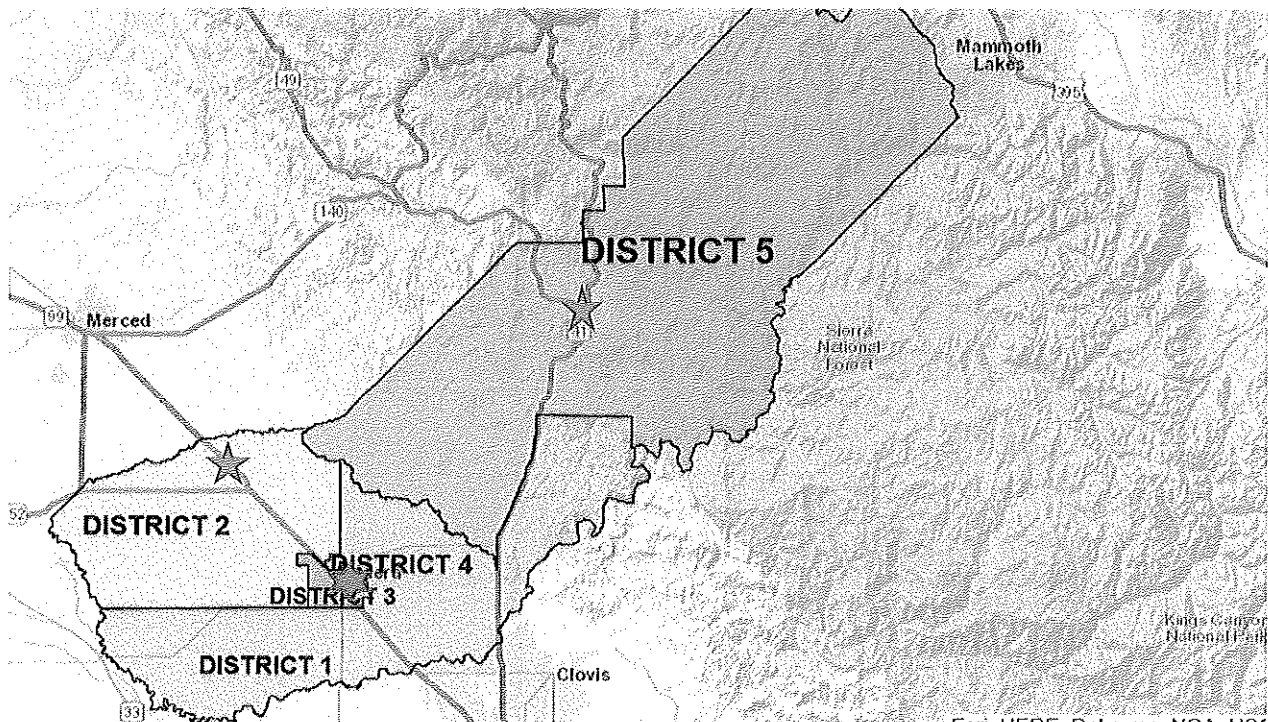
AJCC partners will, in accordance with the applicable regulations, laws, or other program requirements, track referrals sent and received, as well as the outcomes associated with those referrals. Referral information such as number referred or received, number accessing specific services, number of no 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

MADERA COUNTY CONTRACT No. 10708- C-2016

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY
AND
MADERA COUNTY WORKFORCE INVESTMENT CORPORATION**

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 Madera County Workforce Investment Corporation (MCWIC) enters into a Memorandum of Understanding (MOU) with the Workforce Development Board of Madera County (WDB) regarding the manner in which the MCWIC 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 Executive Director.

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

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 (NPRM) 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 MCWIC will provide the following specific AJCC services:

Acting as the AJCC Operator, the MCWIC will insure that services are provided by assigning staff to local AJCC sites and by coordinating cross-training between AJCC Partner agencies. MCWIC, in the role of AJCC operator will:

1. Facilitate the daily operation of the AJCC insuring that the facility is properly maintained and offers a professional and accessible work atmosphere for the delivery of services;
2. Establish and maintain key relationships and convene partner agency representatives in order to collaboratively integrate and supervise the workforce development system in the local area;
3. Support a collaborative environment through inclusive activities designed to develop the capacity of all partners to deliver high quality services to customers;
4. Coordinate the compilation and distribution of information to partner agencies regarding strategies to address the labor force needs of employers as well as the training and skill development needs of job seekers;
5. Collaborate in the development and implementation of integrated system-level outreach, marketing, branding, and innovative service delivery strategies; and
6. Serve as the primary point of contact for the community and media regarding workforce and AJCC system issues and inquiries.

The MCWIC further agrees that it will provide the following services to individuals the MCWIC determines eligible for services and for whom such services are necessary, appropriate, and

consistent with Federal and State law, and which are not available through other partners in the AJCC system.

Basic Career Services

The MCWIC will participate in the provision of Basic Career Services, as defined in WIOA Section 134(c)(2), to individuals determined eligible to receive such services. Basic Career Services, as outlined in 20 Code of Federal Regulations NPRM Section 678.430(a), include:

1. Determination of eligibility to receive assistance from the Adult, Dislocated Worker, or Youth programs;
2. Outreach, intake, and orientation to the AJCC system;
3. Initial assessment of skill levels, aptitudes, abilities (including skills gaps), and supportive service needs;
4. Job search and placement assistance, including career counseling, information on industry sectors, occupations in demand, and nontraditional employment;
5. Recruitment and other business services for employers, including information and referrals to specialized services not traditionally offered in the AJCC system;
6. Provision of referrals to, and coordination of activities with, other programs and services within and outside of the AJCC system;
7. Provision of workforce and labor market information, including job vacancy listings, job skills requirements, occupations in demand, and earnings, skill requirements, and advancement opportunities for available jobs;
8. Performance and program cost information on eligible providers of training services;
9. Performance information for the local AJCC system;
10. Information relating to the available of supportive services or assistance, and referrals to those services and assistance;
11. Information regarding the process to access assistance for filing unemployment insurance claims; and
12. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

Individualized Career Services

The MCWIC agrees to provide Individualized Career Services, as defined in WIOA Section 134(c)(2), to individuals determined eligible to receive such services and if determined to be appropriate in order for an individual to obtain or retain employment. Individualized Career Services, as outlined in 20 Code of Federal Regulations NPRM Section 678.430(b), include:

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers;
2. Development of an individual employment plan to identify the employment goals, achievement objectives, and appropriate combination of services for the participant;
3. Group counseling;

4. Individual counseling;
5. Career planning;
6. Short-term pre-vocational services to prepare individuals for unsubsidized employment or training;
7. Internships and work experiences that are linked to careers;
8. Workforce preparation activities;
9. Financial literacy services;
10. Out-of-area job search assistance; and
11. English language acquisition and integrated education and training programs.

Follow-Up Services

The MCWIC will provide follow-up services, including counseling regarding the workplace, as defined in WIOA Section 134(c)(2), for participants in Adult or Dislocated Worker activities who are placed in unsubsidized employment, for not less than 12 months after the first day of employment, as outlined in 20 Code of Federal Regulations NPRM Section 678.430(c).

Training Services

The MCWIC will, as funding permits, provide training services, as defined in WIOA section 134(c)(3)(A), to eligible individuals who, after an interview, evaluation, assessment, or career planning, have been determined to:

- a. Be unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable or higher than those from previous employment;
- b. Be in need of training services to obtain or retain employment that leads to economic self-sufficiency;
- c. Have the skills and qualifications necessary to successfully participate in the selected program of training services;
- d. Have selected a program of training services that is directly linked to the employment opportunities in the local area or planning region;
- e. Be unable to obtain other grant assistance, or require additional assistance beyond that available through other grant assistance programs; and
- f. Be eligible in accordance with the priority system in effect under WIOA Section 134(c)(3)(E).

Training services may include:

1. Occupational skills training, including training for non-traditional employment;
2. On-the-job training;
3. Incumbent worker training;
4. Programs combining workplace training with related instruction, including cooperative education program;
5. Training programs operated by the private sector;
6. Skill upgrading and retraining;

7. Entrepreneurial training;
8. Transitional jobs;
9. Job readiness training, in combination with the services listed in items 1-8, above;
10. Adult education and literacy activities, including English language acquisition and integrated education and training programs, provided concurrently with the services listed in items 1-7 above; and
11. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Business Services

The MCWIC will provide Business Services, as outlined in WIOA Sections 134(c)(1)(A) and 134(d) and 20 Code of Federal Regulations NPRM Section 678.435, including, but not limited to:

1. Appropriate recruitment and other business services on behalf of employers, including business services other than those traditionally offered within the AJCC system;
2. Providing accurate workforce and labor market employment statistics information;
3. Customized screening and referrals of qualified participants in training services to employers;
4. Customized services to employers, employer associations, or other such organizations, on employment-related issues;
5. Customized recruitment events and related services for employers, including targeted job fairs;
6. Human resource consultation services, including assistance with job descriptions, employee handbooks, policies, or explaining labor laws to assist with compliance with wage/hour or safety/health regulations; and
7. Customized labor market information for specific employers, sectors, industries, or clusters.

Working in conjunction with the Workforce Development Board of Madera County, as well as other partners identified by the local Board, MCWIC will also participate in:

1. Developing and implementing industry sector strategies;
2. Providing customized assistance or referral for assistance in the development of a registered apprenticeship program;
3. Developing and delivering innovative workforce investment services and strategies for area employers, which may include career pathways, skill upgrading, skill standard development, or other effective initiatives for meeting the workforce investment needs of area employers and workers;
4. Assisting area employers in managing reductions in force in coordination with rapid response activities and with strategies for the aversion of layoffs;
5. Marketing available business services to appropriate area employers, including small and mid-sized employers; and
6. Assisting employers with accessing local, State, and Federal tax credits.

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 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 to 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.

A copy of the local referral form and process is 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 also includes 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: [Signature]
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: 6-24, 2016

BY: [Signature]
(Debi Bray, Chair)

Madera County Workforce Investment Corporation
Name of Partner Agency

441 E. Yosemite Avenue
Address

Madera, CA 93638
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 Madera County Workforce Investment Corporation.

Dated: 8/25, 2016

By: [Signature]
Rick Farinelli, Chairman
Madera County Board of Supervisors



Approved as to Legal Form:
COUNTY COUNSEL

By Dale E. Bacigalupi Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C = US
Date: 2016.08.12 16:11:49 -08'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

Workforce Development Board

of Madera County and

Madera County Workforce Investment Corporation

TITLE OF CONTRACT:

Memorandum of Understanding

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.

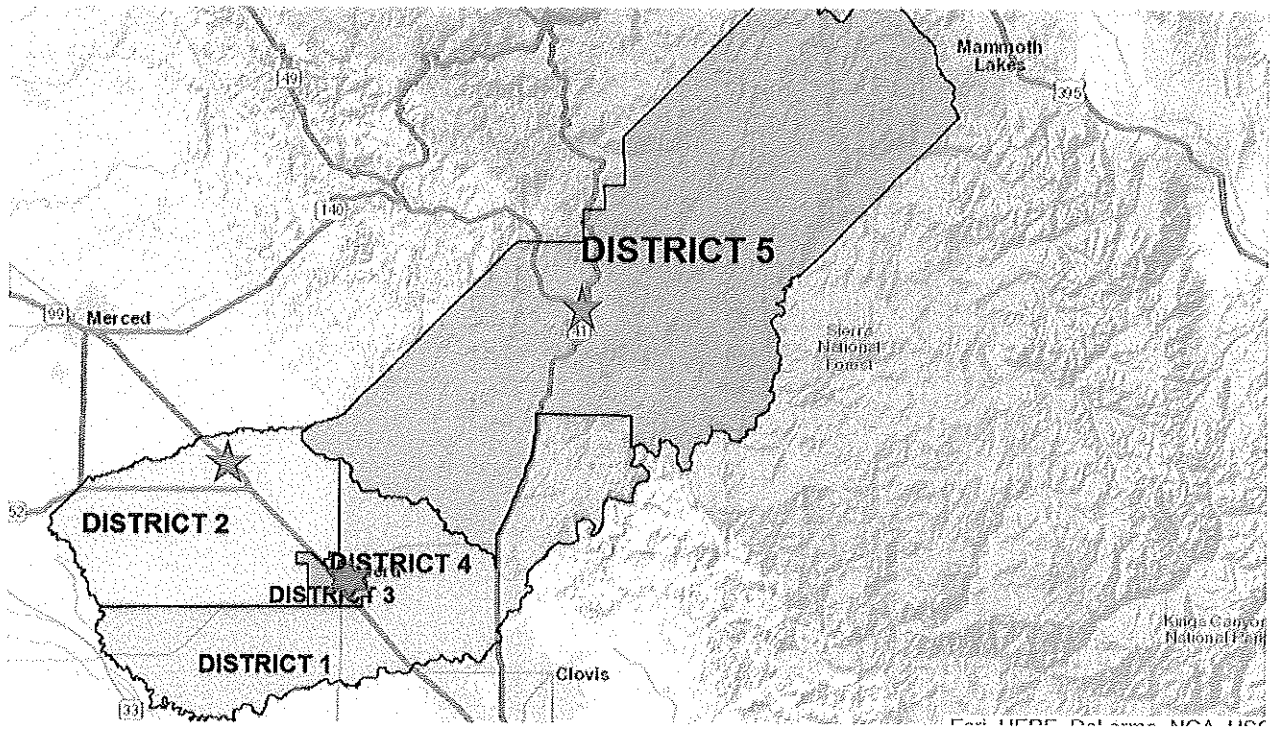
AJCC partners will, in accordance with the applicable regulations, laws, or other program requirements, track referrals sent and received, as well as the outcomes associated with those referrals. Referral information such as number referred or received, number accessing specific services, number of no 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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY
AND
*Madera Unified School District, Madera Adult School***

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, *Madera Unified School District, Madera Adult School* enters into a Memorandum of Understanding (MOU) with the Workforce Development Board of Madera County (WDB) regarding the manner in which *Madera Unified School District, Madera Adult School* 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 *Mr. Victor Villar, Associate Superintendent*.

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.

Madera Unified School District, Madera Adult School will provide the following specific AJCC services:

- *Continuous partnership building between all parties to this agreement;*
- *Continuous partnership building and planning responsive to State requirements;*
- *Continuous partnership between State and local representatives engaged in Workforce Investment Act activities and related workforce preparation and development;*
- *Response to specific local and economic conditions including employer needs;*
- *Adherence to strategic planning principles adopted for WIA long range planning, including the requirement for continuous Improvement;*
- *Adherence to common data collection and reporting, including needs for modification or change;*
- *ESL Classes; ABE and High School Diploma Classes;*
- *Agency referrals;*
- *HISSET prep and testing;*
- *Academic Counseling and planning;*

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 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 also includes 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: [Signature]
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 21, 2016

BY: [Signature]
Victor Villar, Associate Superintendent

Madera Unified School District
(Name of WDB)

1902 Howard Road
(Address)

Madera, CA 93637
(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 Madera Unified School District, Madera Adult School.

Dated: 6/23, 2016

By: [Signature]
Rick Farinelli, Chairman
Madera County Board of Supervisors



Approved as to Legal Form:
COUNTY COUNSEL

By
Dale E. Bacigalupi
Bacigalupi
upi

Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C = US
Date: 2016.08.12 16:15:12 -08'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

The Workforce Development Board

of Madera County and

Job Corps Northern California Outreach & Admissions

TITLE OF CONTRACT:

Memorandum of Understanding

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.

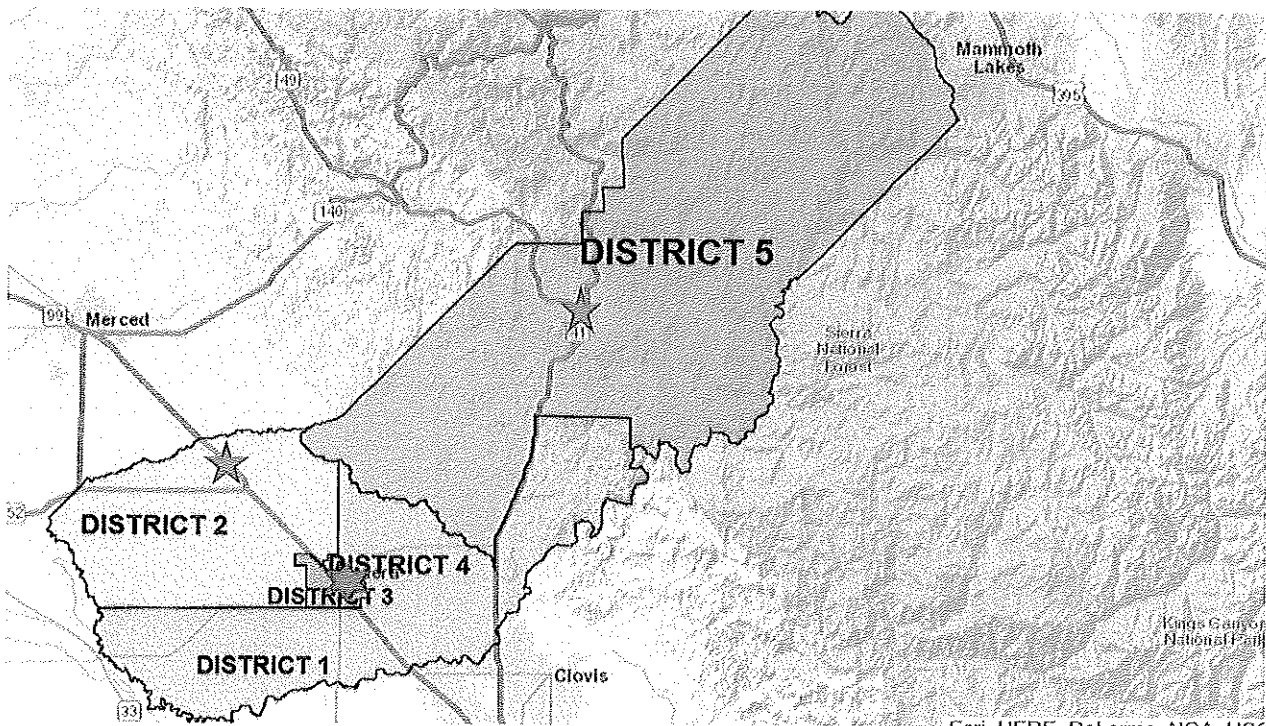
AJCC partners will, in accordance with the applicable regulations, laws, or other program requirements, track referrals sent and received, as well as the outcomes associated with those referrals. Referral information such as number referred or received, number accessing specific services, number of no 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

MADERA COUNTY CONTRACT No. 10711-C-2016

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY
AND
STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION
WIOA TITLE IV VOCATIONAL REHABILITATION**

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 DEPARTMENT OF REHABILITATION enters into a Memorandum of Understanding (MOU) with the Workforce Development Board of Madera County (WDB) regarding the manner in which the DEPARTMENT OF REHABILITATION 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 Department of Rehabilitation, Rehabilitation Supervisor.

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, 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 Department of Rehabilitation will provide the following specific WIOA Title IV AJCC services:

- Career services, training services, support services, job placement services, and follow-up services for eligible individuals as allowable under WIOA Title IV, and other authorizing legislation or regulations;
- Participation in local/regional planning;
- Attendance at regular partner meetings and staff development training, as appropriate; and
- Staffing at AJCC locations in Madera County two days per week using a schedule established and agreed upon by the parties to this MOU.

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 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

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 also includes 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: July 20, 2016

BY: [Signature]
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: 6-30, 2016

BY: [Signature]
Terry Nichols, Staff Services Manager I

Department of Rehabilitation
Name of Partner Agency

464 E. Yosemite Ave., Suite A
Address

Merced, CA 95340
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 of California, Department of Rehabilitation.

Dated: 8/25, 2016

By: [Signature]
Rick Farinelli, Chairman
Madera County Board of Supervisors



Approved as to Legal Form:
COUNTY COUNSEL

By
Dale E. Bacigalupi
Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C = US
Date: 2016.08.12 16:21:54 -08'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

The Workforce Development Board

of Madera County and

The Employment Development Department

TITLE OF CONTRACT:

Memorandum of Understanding

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.

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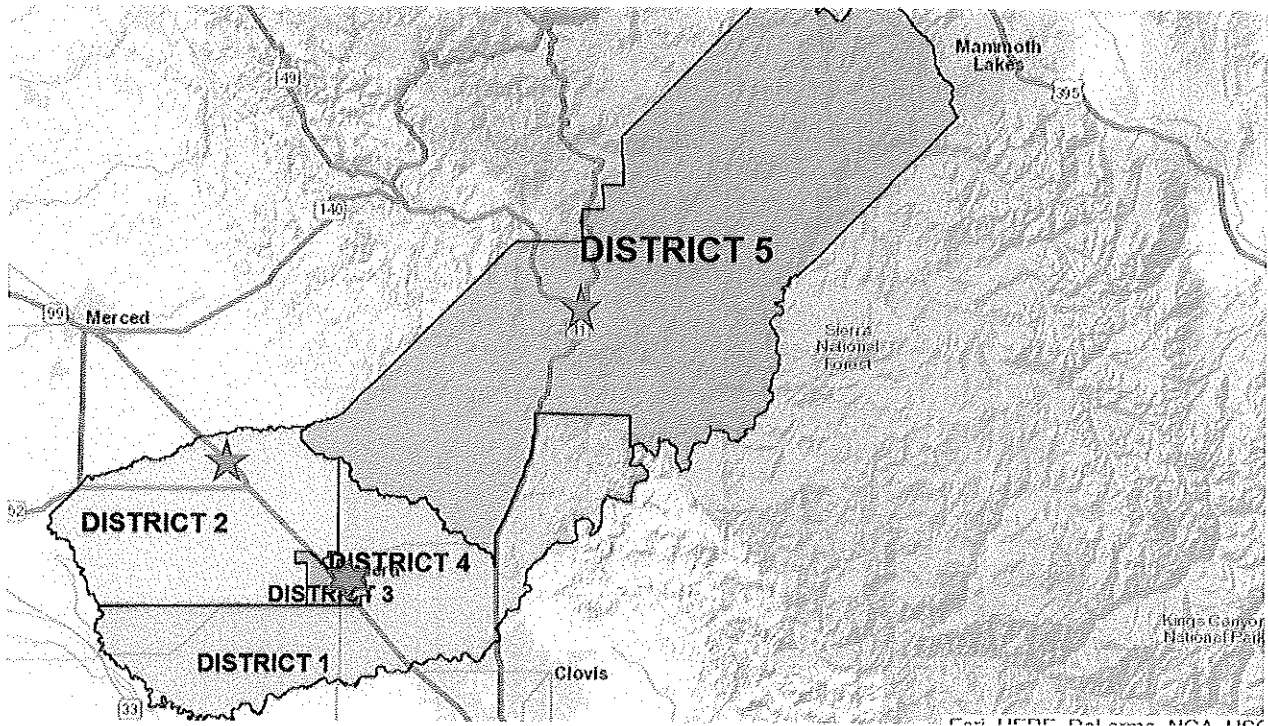
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MADERA COUNTY CONTRACT No. 10713-C-2016

**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.

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- Wagner-Peyser Act, WIOA Title III
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- 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
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- 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, 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.

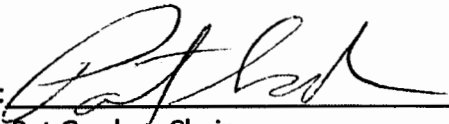
The parties agree to utilize the AJCC logo developed by the State of California and the local Board on buildings identified for AJCC usage. This may also include letterhead, envelopes, business cards, any written correspondence, and fax transmittals.

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

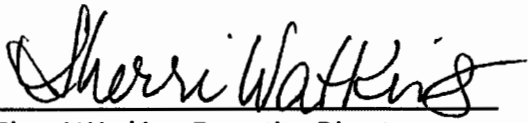
BY: 
Pat Gordon, Chair

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



Approved as to Legal Form:
COUNTY COUNSEL

By
Dale E. Bacigalupi
Bacigalupi
upi

Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C = US
Date: 2016.08.12 16:27:00 -08'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

The Workforce Development Board
of Madera County and
State Center Adult Education Consortium

TITLE OF CONTRACT:

Memorandum of Understanding

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.

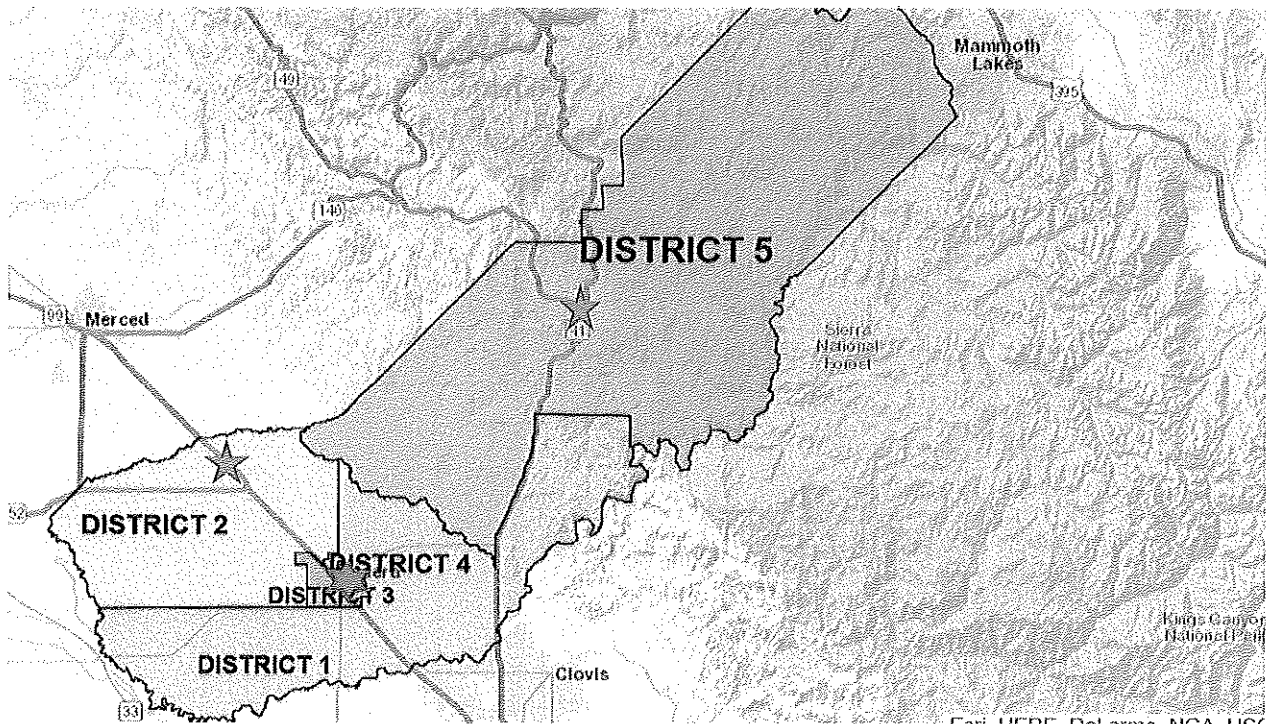
AJCC partners will, in accordance with the applicable regulations, laws, or other program requirements, track referrals sent and received, as well as the outcomes associated with those referrals. Referral information such as number referred or received, number accessing specific services, number of no 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

MADERA COUNTY CONTRACT No. 10712-C-2016

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY
AND
THE STATE CENTER COMMUNITY COLLEGE DISTRICT, MADERA COMMUNITY COLLEGE CENTER**

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 Compensation 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.

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Parties to the MOU

As a required AJCC partner in accordance with the Workforce Innovation and Opportunity Act, the State Center Community College District, Madera Community College Center (SCCCD) enters into a Memorandum of Understanding (MOU) with the Workforce Development Board of Madera County (WDB) regarding the manner in which the SCCCDC 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 SCCCDC Vice Chancellor, Finance and Administration.

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

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, 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 SCCCCD will provide the following specific AJCC services:

Training services that SCCCCD may provide to person eligible for services in programs authorized under Title II (Adult Education and Literacy) of the Workforce Innovation and Opportunity Act, or under the Perkins Act of 2006 for Postsecondary Career and Technical Education, for who such services are necessary, appropriate and consistent with federal and state law include but are not limited to:

1. Occupational skills training;
2. Workplace training and cooperative education programs;
3. Skills up-grade and retraining;
4. Entrepreneurial training;
5. Job readiness training;
6. Academic advising and assessment testing;
7. Financial aid access and assistance, and services for students with disabilities or for students who are veterans;
8. Development of new apprenticeship opportunities;
9. Support Madera Unified School District/Madera Adult School through the SCCCCD Adult Education Consortium.

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 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 to 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.

ATTACH COPY OF AGREED UPON REFERRAL FORM AND PROCESS 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 the intent 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 also includes 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: July 20, 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: 6/28/16, 2016

BY: 
Edwin Eng, Vice Chancellor, Finance and
Administration

State Center Community College District, Madera
Community College Center

(Name of Partner Agency)

30277 Avenue 12
(Address)

Madera, CA 93638
(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 SCCC.

Dated: 8/25, 2016

BY: 
Rick Farinelli, Chairman
Madera County Board of Supervisors



By Dale E. Bacigalupi Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C = US
Date: 2016.08.12 16:24:27 -08'00'

The Workforce Development Board
of Madera County and
Central Valley Opportunity Center, Inc. (CVOC)

Memorandum of Understanding

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.

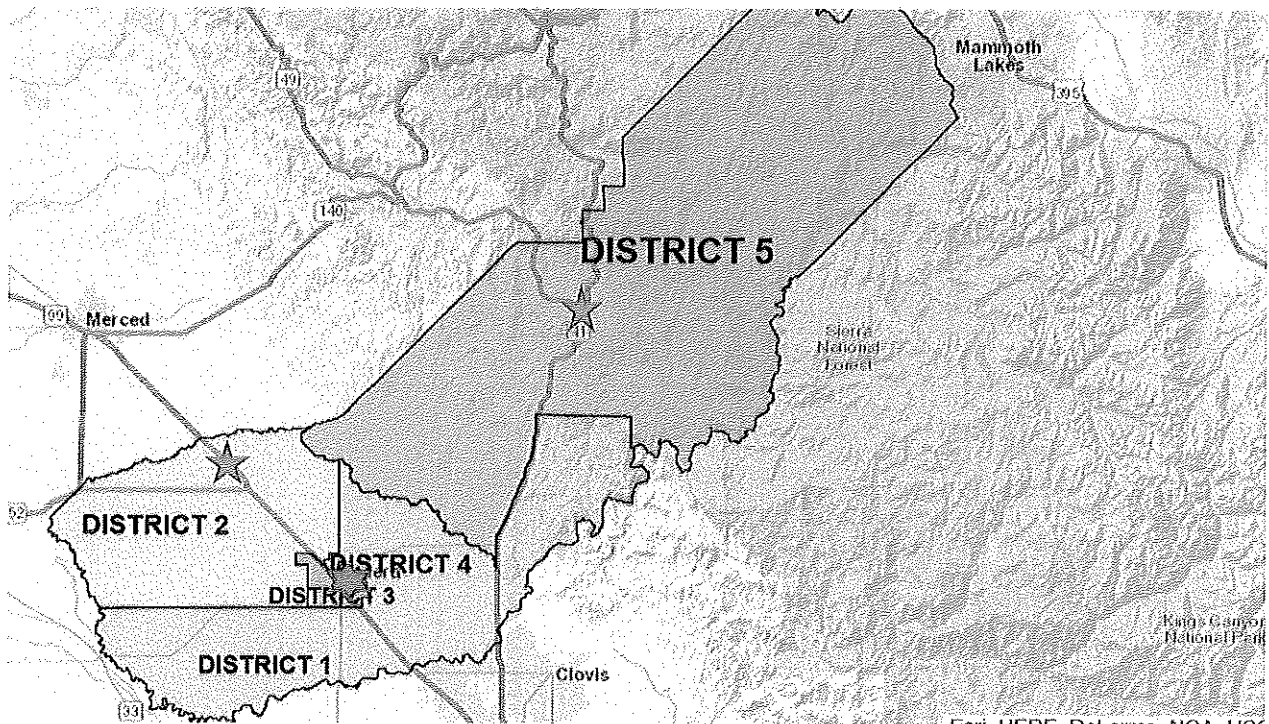
AJCC partners will, in accordance with the applicable regulations, laws, or other program requirements, track referrals sent and received, as well as the outcomes associated with those referrals. Referral information such as number referred or received, number accessing specific services, number of no 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

MADERA COUNTY CONTRACT No. 10710-C-0016

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY
AND
SER, JOBS FOR PROGRESS, INC.**

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 SER-Jobs for Progress, Inc. enters into a Memorandum of Understanding (MOU) with the Workforce Development Board of Madera County (WDB) regarding the manner in which the SER-Jobs for Progress, Inc. 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 Rebecca Mendibles, CEO.

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;
 - c) Shared technology and information;
 - d) 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, 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 SER-Jobs for Progress, Inc. will provide the following specific AJCC services:

Senior Community Service Employment Program (SCSEP): Outreach, Orientation, Intake, Initial Assessment, Labor Market Information, Supportive Services, Employment & Training, and Referral to AJCC Partners.

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 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 also includes 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: [Signature]
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: 6-21-16, 2016

BY: [Signature]
Rebecca Mendibles, President/CEO

SER, Jobs for Progress, Inc.
Name of Partner Agency

255 N. Fulton Street, #106
Address

Fresno, CA 93701
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 SER, Jobs for Progress, Inc.

Dated: 8/25, 2016

By: [Signature]
Rick Farinelli, Chairman
Madera County Board of Supervisors



Approved as to Legal Form:
COUNTY COUNSEL

By _____

Dale E.
Bacigal
upi

Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C = US
Date: 2016.08.12 16:18:26 -08'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

The Workforce Development Board

of Madera County and

The Housing Authority of the City of Madera

TITLE OF CONTRACT:

Memorandum of Understanding

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.

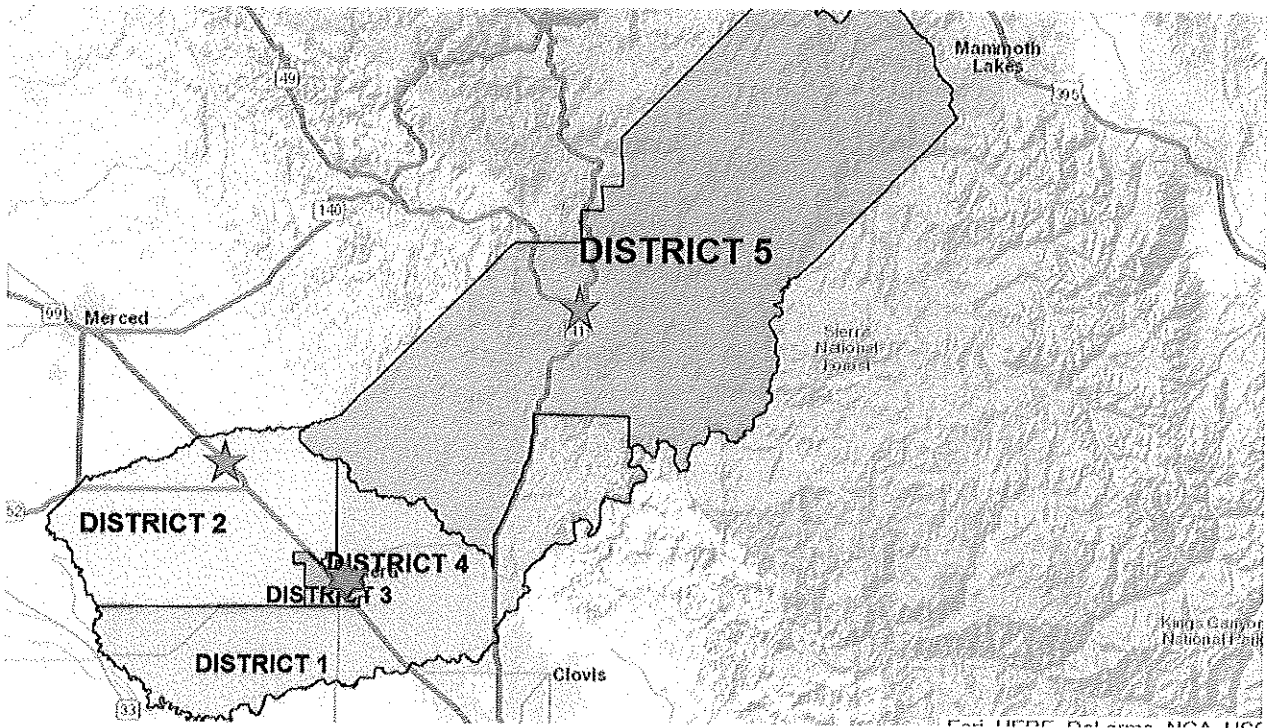
AJCC partners will, in accordance with the applicable regulations, laws, or other program requirements, track referrals sent and received, as well as the outcomes associated with those referrals. Referral information such as number referred or received, number accessing specific services, number of no 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

STATE of CALIFORNIA
LOCAL AREA GRANT RECIPIENT LISTING
 [WIOA Sections 107(d)(12)(B)(i)]

Workforce Development Board of Madera County

(Name of Local Workforce Development Area)

ENTITY	ORGANIZATION	CONTACT (NAME/TITLE)	MAILING ADDRESS (STREET, CITY, ZIP)	TELEPHONE, FAX, E-MAIL
Grant Recipient (or Subrecipient if applicable)	Madera County	Max Rodriguez Chairman of the Board Board of Supervisors	200 West 4 th Street Madera, CA 93637	P: 559-662-6040 F: 559-673-3302 maxr@madera-county.com
Fiscal Agent	Madera County Workforce Investment Corporation	Jessica Roche Fiscal Manager	2037 W. Cleveland Avenue Madera, CA 93637	P: 559-662-4530 F: 559-673-1794 jroche@maderaworkforce.org
Local Area Administrator	Workforce Development Board of Madera County	Elaine M. Craig Executive Director	2037 W. Cleveland Avenue Madera, CA 93637	P: 559-662-4589 F: 559-673-1794 ecraig@maderaworkforce.org
Local Area Administrator Alternate	Madera County Workforce Investment Corporation	Tracie Scott-Contreras Manager	2037 W. Cleveland Avenue Madera, CA 93637	P: 559-662-4587 F: 559-673-1794 Tscott-contreras@maderaworkforce.org

Signature:


 Chief Elected Official

01/0/2017

Date

If a Local Grant Subrecipient has been designated, please submit a copy of the agreement between the Chief Elected Official and the Subrecipient. The agreement should delineate roles and responsibilities of each, including signature authority.

Workforce Development Board of Madera County

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Article I: Organization

Section 1.01: Name. The name of this organization shall be the Workforce Development Board of Madera County. (Hereinafter referred to as the WDB.)

Section 1.02: Principal Office. The principal office for the transaction of business is located at 441 E. Yosemite Avenue, Madera, CA 93638. This Board may also have offices at such other places as Directors may determine.

Section 1.03: Authority. The Workforce Development Board of Madera County (WDB), is established in accordance with Title 1, Subtitle A, Chapter 2, Section 107 of the Federal Workforce Innovation and Opportunity Act (Public Law 113-128, July 2014), and in accordance with Division 7 of the California Unemployment Insurance Code (CUIC), and in accordance with any and all associated enabling legislation, regulations, and/or executive orders.

Article II: Purpose

Section 2.01: Purpose. The WDB shall be organized to serve as the Local WDB as established by Title I, Subtitle A, Chapter 2, Section 107 of the Workforce Innovation and Opportunity Act (WIOA) and shall function in accordance with the provisions of the Act and any and all associated enabling legislation, regulations, and/or executive orders, to carry out the primary purposes of the WDB which are as follows (Title 20 Code of Federal Regulations, Part 679, Subpart C, Section 679.300):

- a) Serve as a strategic leader and convener of local workforce development system stakeholders to develop policies and investments that support workforce system strategies to support local and regional economies, including the development of effective approaches such as local and regional sector partnerships and career pathways and high quality, customer centered service delivery approaches.
- b) Provide strategic and operational oversight in collaboration with the required and additional partners and workforce stakeholders to help develop a comprehensive and high-quality workforce development system in the local area and larger planning region.

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- c) Assist in the achievement of the State's strategic and operational Vision and goals as outlined in the Unified or Combined State Plan.
- d) Maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided.

Article III: Responsibilities

Section 3.01: Responsibilities. As a partner with Madera County Board of Supervisors in the implementation of the workforce development system in Madera County, the WDB shall assume the following responsibilities:

- a)
 - a) Enter into an agreement with the Madera County Board of Supervisors establishing the respective roles and responsibilities of the Board and the Local WDB, for implementation of the WIOA at the local level.
- b) Develop and submit, in conjunction with the Madera County Board of Supervisors, the 4-year local plan for the local workforce development area, as required by Section 108 of the WIOA and collaborate with other local areas in the planning region designated by the State of California to submit the local plan as part of the regional plan (20 CFR 679.370(b)).
- c) Conduct workforce research and regional labor market analysis, including:
 - Analyses and regular updates of economic conditions, needed knowledge and skills, workforce and workforce development activities including an analysis of the strengths and weaknesses of such services to address the identified education and skill needs of the workforce and the employment needs of employers;
 - Assistance to the Governor in developing the statewide workforce and labor market information system under the Wagner-Peyser Act for the region; and
 - Other research, data collection, and analysis related to the workforce needs of the regional economy as the board, after receiving input from a wide array of stakeholders, determines to be necessary to carry out its functions (20 CFR 679.370(c)).
- d) Convene, through the local board and standing committees, workforce development system stakeholders to assist in the development of the local plan under Section 108 of the WIOA and in

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identifying non-Federal expertise and resources to leverage support for workforce development activities (20 CFR 679.370(d)).

- e) Lead efforts to engage with a diverse range of employers and other entities in the region to promote business representation on the local board, develop effective linkages with employers to support employer utilization and support of the local workforce development system and activities, and ensure that workforce investment activities meet the needs of employers and support economic growth in the region by enhancing communication, coordination and collaboration among employers, economic development and services providers (20 CFR 679.370(e)) .
- f) Lead efforts, in collaboration with secondary and post-secondary education program representatives, to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services needed by adult and youth, particularly those with barriers to employment (20 CFR 679.370(f)).
- g) Identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers, and job seekers, and identify and disseminate information about such practices used in other areas for meeting such needs (20 CFR 679.370(g)).
- h) Use technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers by facilitating connections among the information systems of the one-stop partners, facilitating access to services including in rural areas, identifying strategies for better meeting the needs of individuals with barriers to employment, and leveraging resources and capacity within the local system (20 CFR 679.370(h)).
- i) Conduct oversight of Adult, Dislocated Worker, and Youth services and of the entire one-stop delivery system in the local area (20 CFR 679.370(i)(1)).
- j) Ensure the appropriate use and management of the funds provided under WIOA Subtitle B for the youth, adult, and dislocated worker activities and one-stop delivery system in the local area, and ensure that these investments maximize the performance outcomes under WIOA Section 108 (20 CFR 679.370(i)(2-3)).
- k) Negotiate and reach agreement on local performance measures with the chief local elected official and the Governor (20 CFR 679.370(j)).

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- l) Select providers for youth services, training services, career services, and the one-stop operator; terminate such providers in accordance with 2 CFR 200, if appropriate (20 CFR 679.370(l)).
- m) Work with the State in accordance with WIOA Section 107(d)(10)(E) to ensure that there are sufficient numbers and types of providers of career and training services serving the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities (20 CFR 679.370(m)).
- n) Coordinate activities with education and training providers in the local area, including reviewing applications to provide adult education and literacy activities under Title II to determine whether such applications are consistent with the local plan, making recommendations to the eligible agency to promote alignment with such plan, and replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals (20 CFR 679.370(n)).
- o) Develop a budget for the activities of the Local Board, with the approval of the chief elected official and consistent with the local plan and the duties of the Local Board (20 CFR 679.370(o)).
- p) Assess, on an annual basis, the physical and programmatic accessibility of all one-stop centers in the local area in accordance with WIOA Section 188 and applicable provisions of the Americans with Disabilities Act of 1990 (20 CFR 679.370(p)).
- q) Certify one-stop centers in the local area in accordance with 20 CFR 678.800 (20 CFR 679.370(q)).

Article V: Directors

Section 5.01: Directors. The representatives of this body shall be known as Directors and shall serve collectively as the WDB.

Article VI: Board of Directors

Section 6.01: Powers. The business and affairs shall be managed by the WDB, which may exercise all powers and do all such lawful acts as are not prohibited by statute, the By-Laws, or directed or required to be exercised or done by others.

Section 6.02: Duties. It shall be the duty of the Directors to:

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- a) *Duties Imposed by Law, or By-Laws.* Perform any and all duties imposed on them collectively or individually by law, or by these By-Laws.
- b) *Oversight:* Provide oversight of the Executive Director, WDB to ensure that the responsibilities are properly carried out.
- c) *Meetings.* Meet at such times, and for such purposes, as are specified by these By-Laws.

Section 6.03: Composition of the WDB.

- a) *Number of Board of Directors:* The WDB shall be comprised of members as required by current enabling legislation.
- b) *Qualifications.* Qualifications for Directors shall be determined in accordance with the provisions of Title I, Chapter 2, Section 107(b) of the WIOA. All Directors on the Local WDB shall be active in their job or profession at the time of appointment or reappointment.

Section 6.04: Appointment. The governing board shall be appointed by the Madera County Board of Supervisors. All newly appointed Directors shall attend a mandatory Orientation with the Executive Director which will be scheduled at a mutually agreed upon time following appointment.

Section 6.05: Term of Appointment. The term of Directors shall be for three years.

The exception to term appointments shall be the Madera County Board of Supervisor Member.

If a Director is appointed to fill a vacancy created by a Director leaving the WDB prior to the normal expiration of his or her term, the term of such successor Director shall be three years from the date of appointment.

There shall be no limitation on the number of terms any individual may serve on the WDB.

Section 6.06: Vacancies. Vacancies on the WDB shall exist when one or more of the following situations occur:

- a) A Director's fixed term of appointment expires;
- b) A Director's official resignation is accepted by the Local WDB;
- c) A Director dies;

By-Laws

- d) A Director is removed for cause in accordance with the Local WDB, By-Laws; or
- e) A new, duly-approved membership slot is established.

The procedure for filling vacancies on the WDB shall be as follows:

- a) *Directors Representing Business.* The WDB shall solicit nominations from chambers of commerce and other general-purpose business organizations for vacancies occurring among the positions on the WDB representing private business. All qualified nominations shall be submitted by the Local WDB to the Board of Supervisors, which shall make appointments to the WDB in accordance with the terms and conditions set forth in these By-Laws.
- b) *Other Directors.* The WDB shall solicit nominations from public and private educational organizations, organized labor, rehabilitation agencies, community-based organizations, economic development agencies as appropriate for vacancies occurring among the positions on the WDB representing these constituencies. All qualified nominations shall be submitted by the Local WDB, to the Board of Supervisors, which shall make appointments to the WDB in accordance with the terms and conditions set forth in these By-Laws.
- c) *Process.* All nominations and reappointments will be reviewed by the Executive Committee or the WDB for compliance with the By-Laws, and WIOA prior to submission to the Board of Supervisors for appointment.

Section 6.07: Termination. A Director's appointment may be terminated by resignation, death, legal incapacity or removal due to conduct detrimental to the interest of the WDB or failure to attend seventy-five percent (75%) of the regularly scheduled meetings.

Section 6.08: Removal of Directors. Any Director may be removed from the WDB when the WDB itself determines that such removal is called for on the basis of the conditions referenced in the preceding section. To accomplish such removal requires that the Board comply with the following procedures:

- a) The Director in question shall be given notice not less than fourteen (14) days prior to any impending action. This notice shall be:
 - 1) in writing detailing the time and place of the meeting where such action will be taken; and,
 - 2) sent to the Director in question by certified mail.

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- b) The Director in question shall be given reasonable opportunity to speak before the WDB; however,

failure to appear before the Board shall not be an impediment to the removal action.
- c) A Director may be removed by a majority vote of a quorum of the WDB.

Section 6.09: Compensation. Directors shall serve without compensation.

Section 6.10: Non-liability of Directors Members. The Directors shall not be personally liable for the debts, liabilities, or other obligations incurred while performing their duties.

Article VII: Officers

Section 7.01: Officers. The officers shall consist of a Chairperson, Vice-Chairperson, and such other officers as the Board may appoint. The Chairperson and Vice Chairperson shall be from the private sector business category.

Section 7.02: Selection Process and Term of Office. The positions of Chairperson and Vice Chairperson will be for the term of two years and will be elected at the meeting held in the last quarter of the fiscal/program year. If for any reason the full two year term cannot be served, an election will be held.

Section 7.03: Removal and Resignation. Any officer may be removed from their office either with or without cause by a consenting vote equal to two-thirds of the total number of Directors then serving on the Board. Any officer may resign at any time for any reason by giving written notice to the Chairperson or designee. Such resignation shall be effective as indicated in the Director's letter of resignation and upon acceptance by the WDB.

Section 7.04: Vacancy. A vacancy in any office shall be filled in a timely manner following such vacancy.

Section 7.05: Duties of the Chairperson. The Chairperson of the WDB shall be the Executive Officer who shall preside at all meetings of the WDB, and shall see that all of the orders and resolutions of the WDB are carried into effect. The Chairperson may participate as an ex-officio member of all committees. The Chairperson shall have any other powers and duties as may be prescribed from time to time by the WDB.

Section 7.06: Duties of the Vice-Chairperson. The Vice-Chairperson of the WDB shall perform the duties and exercise the powers of the Chairperson in the absence of the Chairperson. The Vice-Chairperson shall also have any other powers and duties as the WDB shall prescribe.

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Article VIII: Committees

Section 8.01: Committees. The WDB may designate committees as may be determined necessary to conduct the business and affairs of the WDB. Standing committees will be the Executive Committee. The WDB may designate Ad Hoc Committees as may be determined necessary to conduct the business and affairs of the WDB. Membership of such committees may, unless otherwise prescribed in these By-Laws, be comprised of Directors and any other individuals the WDB may appoint.

Section 8.02: Executive Committee. The Executive Committee shall consist of the WDB Chairperson, WDB Vice-Chairperson, immediate past WDB Chairperson, when possible, Director of DSS, Board of Supervisor Member, and at least one additional private sector member.

The Executive Committee may meet at stated times or upon notice to all of its members. The WDB has delegated to this Committee the authority to exercise all powers of the WDB, excepting the power to amend these By-Laws, while the WDB is not in session. All business transacted by such Committee must be submitted to and ratified by the WDB at its next regular meeting or at a special meeting called for that purpose. Vacancies on the Executive Committee shall be filled by the WDB at a regular meeting or at a special meeting called for that purpose.

Article IX: Meetings of the Board

Section 9.01: Place. The meetings of the Board shall be held at 441 E. Yosemite Avenue, Madera or at such other place or places within the County of Madera as may be designated from time to time by the WDB and/or the Chairperson of the Board.

Section 9.02: Regular Meetings. Regular meetings of the Board shall be held no less than once per quarter.

Section 9.03: Annual Meeting. At the Board's discretion, an annual meeting retreat may be held to review goals and objectives, policies, By-Laws and any other items deemed appropriate and necessary.

Section 9.04: Special or Emergency Meetings. Special or emergency meetings of the Board may be called at any time by the Chairperson or Executive Committee or upon written request by a majority of the Directors.

Section 9.05: Committee Meetings. All Board members shall receive notice of committee meetings and may attend and participate in all committee meetings.

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Section 9.06: Notice of Meetings. Written or printed notice of the time and place of each meeting of the WDB shall be given to each member of the Board, and to each person or organization which has requested in writing notice of such meeting.

Section 9.07: Contents of Notice. Notice of meetings of the Board shall specify the place, the day and the hour of the meeting and shall be accompanied by an agenda of the business to be transacted.

Section 9.08: Quorum. A quorum shall consist of a majority of the filled positions of the duly appointed Directors. Transactions of any meeting of the WDB, however called and noticed and when held, shall be valid if a quorum is present. In the event of a lack of quorum of the WDB Members, a meeting of the Executive Committee can be called if there is a quorum of the Executive Committee present. This will be properly noticed on the WDB Agenda.

Section 9.09: Voting. Each Director shall be entitled to one (1) vote and shall have the privilege of participating fully in the voting procedure, except when a Director's vote would have a direct bearing on services to be provided by, or would financially benefit that Director or any organization represented by that Director, thus creating the potential of conflict of interest. In such case, that Director shall refrain from discussion and/or vote on the subject matter. A Director shall not cast a vote on, participate in, or in any way attempt to use his or her official position to influence: (1) any decision on the provision of services by that Director (or any organization which the Director directly represents), or any decision or matter which would provide direct financial benefit to that Director, or in which that Director knows or has reason to know that he or she, any member of that Director's immediate family, that Director's partner, or any organization which employs, or is about to employ, any of the same, has a financial or other interest; and, in each such case that Director shall disclose his or her disqualifying interest, and that fact shall be included in the minutes of the meeting.

Section 9.10: Conduct of Meetings.

- a) Meetings of the WDB shall be presided over by the Chairperson, or, in the Chairperson's absence, by the Vice-Chairperson, or in the absence of both, by an acting Chairperson chosen by a majority of the Directors present.
- b) Meetings shall be governed by Robert's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these By-Laws, or with the law.
- c) All meetings shall be open to the public and conducted in conformance with California Government Code 54950 et seq. commonly referred to as the "Ralph M. Brown Act".

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A meeting, to be valid, must have a quorum present as per Section 9.08 of these By-Laws.

Article X: Fiscal Year

Section 10.01: Date of Fiscal Year. The fiscal year shall begin on the first day of July and end on the last day of June in each year.

Article XI: Execution of Instruments, Deposits and Funds

Section 11.01: Execution of Instruments. The WDB, except as otherwise provided in these By-Laws, may by resolution authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the WDB, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the WDB by any contract or agreement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Article XII: WDB Records, Seal and Logo

Section 12.01: Minutes of Meeting. The WDB shall keep at its principal office, or at such other place as the WDB may order, a book of minutes recording the proceedings of all meetings of Directors and of all meetings of committees, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at committee meetings, the number of persons present at any meetings.

Section 12.02: Records Available to Assessors. On request of an assessor, the WDB shall make available at its principal office or at a place mutually acceptable, a true copy of business records relevant to the amount, cost, and value of property, subject to local assessment, which it owns, possesses or controls within the County.

Section 12.03: Inspection of Records by Directors. The By-Laws and books of account shall, at all reasonable times, be open to inspection by any Director. Every Director shall have the absolute right at any reasonable time to inspect all books, records, documents of every kind, and the physical properties. Such inspection may be made in person or by an agent or attorney, and the right of inspection includes the right to make copies. Demand of inspection other than at a meeting shall be made in writing and directed to the Chairperson. The WDB may charge a reasonable fee for making copies in accordance with the Freedom of Information Act. A log of such inspections shall be maintained and document the date, material inspected and copies made.

Section 12.04: Inspection of Records by the Public. The By-Laws, books of account, and the minutes of meetings of the Directors, and committees shall be open to inspection on the written demand of any member of the public at any

By-Laws

reasonable time. Such inspection may be made in person or by agent or attorney, and the right of inspection includes the right to make copies. The WDB may charge a reasonable fee for making copies.

Article XV: Amendment of the By-Laws

Section 15.01: Amendment Procedures: These By-Laws may be amended or repealed and new By-Laws adopted, by the vote of two-thirds of the members present of the WDB. Notice required for a meeting to change or repeal the By-Laws shall be seven (7) days prior to the date of the meeting. All directors of the WDB shall receive written notice, personally or by mail that one of the purposes of such meeting of the WDB is to consider a change in the By-Laws, with the text of the proposed amendment(s).

These By-Laws are hereby adopted as amended on this 17th day of December, 2015, and shall be effective upon approval by the Madera County Board of Supervisors.



Pat Gordon, WDB Chair

Local Workforce Development Board Bylaws

The Local Workforce Development Board is required to submit a copy of their Bylaws as an attachment to the local plan. Include the Bylaws under this cover page.

PROGRAM ADMINISTRATION DESIGNEE AND PLAN SIGNATURES

This local plan represents the Workforce Development Board of Madera County's efforts to maximize and coordinate resources available under Title I of the *Workforce Innovation and Opportunity Act*.

This local plan is submitted for the period of July 1, 2017 through June 30, 2021 in accordance with the provisions of the WIOA.

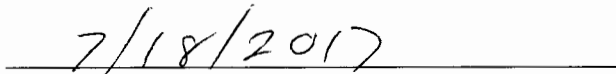
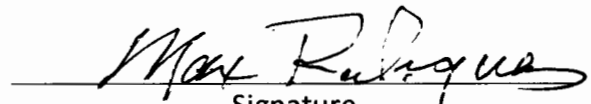
Local Workforce Development Board Chair
Signature

Pat Gordon

Name

Chair

Title

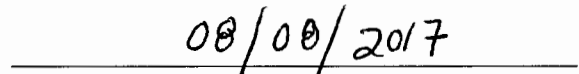

Date**Chief Elected Official**
Signature

Max Rodriguez

Name

Chairman

Title


Date

Local Board Record of Comments

Section 108 of the *Workforce Innovation and Opportunity Act* requires the Local Boards to publish the local plan for public comment. The Local Workforce Development Board (Local Board) should include with their local plan submittal, all comments that have been received that disagree with the local plan, how the Local Board considered that input and its impact on the narrative in the local plan.

Please provide these comments in the following format:

Local Plan Section	Comment/Response
Section:	Comment: NO COMMENTS RECEIVED
	Local Board Response:
Section:	Comment:
	Local Board Response:
Section:	Comment:
	Local Board Response:
Section:	Comment:
	Local Board Response: