

MEMORANDUM OF UNDERSTANDING FOR STANISLAUS ALLIANCE WORKNET SERVICE DELIVERY PARTNERS

PURPOSE

The purpose of this agreement and addenda is to describe how core services; intensive services and training services will be provided to better serve mutual and common customers (job seekers, training and education seekers, and employers) in Stanislaus County. It is understood that the development and implementation of this partnership system will require mutual trust and teamwork among the agencies, all working together to accomplish shared goals. As such, this agreement is entered into with a spirit of cooperation by the designated parties as listed below.

This Agreement does not create a partnership as defined and governed by the Uniform Partnership Act, Corporations Code Section 15000 et. seq. The terms “partner” and “partnership” in this Agreement are used generically and are not intended to create or describe a legal relationship between the parties to this Agreement.

The guiding principles of this cooperative partnership are to:

- Offer as many employment, training and ancillary services as possible for employers and individuals seeking jobs or wishing to enhance their skills, and affording universal access to the system overall. Services will be integrated.
- Offer a wide array of useful information with easy access to needed services. Services will be comprehensive.
- Provide the means for customers to judge the quality of services and make informed choices about those services, which will meet their unique and individual needs. Services will be customer focused.
- Identify clear outcomes to be achieved and methods for measuring the agreed-upon outcomes, including customer satisfaction. Services will be performance based.

PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (MOU)

Two primary groups are parties to this agreement:

- **The Stanislaus County Economic Development and Workforce Alliance (The Alliance)**, also known as the Local Board with legal authority under the Workforce Investment Act (WIA) of 1998, with the agreement of the Stanislaus County Board of Supervisors (CLEO);

AND

- **The Local Partner Agencies**, which will be responsible for delivering services in the countywide Alliance Worknet One-Stop System throughout Stanislaus County, known as the Service Delivery Partners. The following programs are included as parties to this MOU:

PARTNER/PROGRAM

Stanislaus Alliance Worknet (AW)

Workforce Investment Act (WIA)
Older Workers Act Program

The Alliance Small Business Development Center (SBDC)

U.S. Small Business Administration Program including: Business Retention,
Business Attraction, Business Research, and
Small Business Development Center

Employment Development Department (EDD)

Job Service (Wagner-Peyser Act)
Veterans' Employment Services
Trade Adjustment Assistance Act (TAA)
North American Free Trade Act (NAFTA)
Unemployment Insurance (UI)
Migrant Seasonal Farm Workers (MSFW)

California State Department of Vocational Rehabilitation (DOR)

Rehabilitation Act of 1973, as amended by WIA

Housing Authority of Stanislaus County (HASC)

Housing and Urban Development Employment & Training Program
Family Self-Sufficiency Program (FSS)

Stanislaus County Office of Education (SCOE)

Regional Occupational Program (ROP)

Ceres Unified School District (CUSD)

Adult Education Act and Literacy Act

Central Valley Opportunity Center (CVOC)

Community Services Block Grant
WIA 167 Migrant Seasonal Farm Workers (MSFW) Program

Stanislaus County Community Services Agency (CSA)

StanWorks (CalWORKS – TANF)

Yosemite Community College District (YCCD)

Post-Secondary Vocational Education

Operators of these programs shall facilitate access to services on a regular or scheduled basis and shall form the Alliance Worknet One-Stop System of Stanislaus County. In addition, partners may contribute facility space, funding, staff and equipment to the Alliance Worknet One-Stop System.

LOCATION OF ONE-STOP SITES

The Alliance Worknet operates and maintains three (3) comprehensive One-Stop Locations:

Community Services Facility
251 E. Hackett Road C-2
Modesto, CA 95353

Employment Development Department
629 12th Street
Modesto, CA 95354

Employment Development Department (Opening in 2007)
125 N. Broadway Ave.
Turlock, CA 95380

PROGRAM GOALS

- A. Services will be received by: job seekers; employers; UI claimants; youth; seniors; veterans; StanWorks clients; WIA clients; the general public and others as specified in the individual partner addenda.
- B. Services will be delivered through self-help, in person, electronic access and by telephone. By working together with their common customers, various staff will integrate functions and cross train one another. From the customer viewpoint, services will be seamless. Information and services will be provided which will most directly meet the needs of each customer, with referral to additional services if needed.
- C. The Partnership Service System will be evaluated on the basis of performance and customer satisfaction with an emphasis on continuous improvement.

ALLIANCE WORKNET PERFORMANCE REQUIREMENTS

Accountability must drive the workforce investment system toward system goals. Therefore, the following goals must define the elements of accountability design in each One-Stop delivery area.

GOALS OF THE WORKFORCE INVESTMENT SYSTEM

- Ensure that Workforce Development participants are highly satisfied;
- Support Employers in Developing High Performance Workplaces;
- Enhance Linkage between Workforce Investment Services and Business Needs; and
- Ensure that the One-Stop Delivery System is successful in assisting individuals in entering, retaining or upgrading employment.

REPORTING ASSURANCES

As prescribed by the Workforce Investment Act and other applicable Federal, State laws and local regulations, all partners in the Alliance Worknet One-Stop System, as applicable to each partner and in compliance with each partner's confidentiality requirements will:

- Adhere to prescribed reporting schedules;
- Provide required performance data; and
- Provide data in a compatible format.

COLLECTIVE BARGAINING AGREEMENTS

This agreement will not supersede individual partner's collective bargaining agreements.

APPROVAL

This MOU is effective when signed by representatives of all partner agencies and agreement is given by the Chief Local Elected Official. Once signed, this agreement becomes a part of the WIA or any other similar State Plan submitted to the State of California. Individual parties to this agreement may or may not be represented on the Local Board itself.

If impasse occurs, parties will follow procedures as outlined in regulation 20 CFR Part 652 et al. Section 662.310.

NON-FINANCIAL AGREEMENT

This agreement is non-financial in nature, and binds no party or partner to financial obligations to any other. Financial and fiduciary arrangements to the Alliance Worknet are outlined in separate financial agreement between the Local Operators and the required and optional partner agencies respectively. Financial agreements between partners are optional.

TERM AND DURATION

The term of this agreement is from July 1, 2006 to June 30, 2011.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to the chair of the Local Workforce Investment Board at P.O. Box 3389, Modesto, CA 95353-3389 Attn: Chair of LWIB. Should any Alliance Worknet Partner withdraw, this MOU shall remain in effect with respect to the other remaining Alliance Worknet Partners.

ADOPTION, AMENDMENT, AND DISPUTES

Nothing in this agreement shall violate or supersede existing contracts or individual partner's laws, rules or regulations. Each service delivery partner reserves the right to modify the scope, direction, structure and content of this agreement based upon legislative changes, Local Board directives, availability of funding, or other circumstances as warranted and agreed upon by LWIB and partner agencies.

Service delivery partners shall first attempt to resolve all disputes informally at the lowest level starting with the site supervisor and staff. If dispute resolution is not accomplished, any party may call a meeting of the parties to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred to the WIB Executive Committee. The WIB Executive Committee shall mediate the dispute and shall have final administrative authority to resolve the issue.

Service delivery partners shall continue with the responsibilities under this agreement during any dispute.

CONFIDENTIALITY

Parties to this agreement agree to comply with the various provisions of their respective authorizing legislation, statutes, regulations and other provisions pertinent to their day-to-day operation to assure that:

- A. All customer documents shall be confidential and shall not be open to examination for any purpose not directly related to the delivery of partnership services.
- B. No person will publish, disclose, use, permit or cause to be published, disclosed or used, any confidential information pertaining to customers, participants or applicants, unless a specific, written, and signed consent form is provided by the customer, participant or applicant.
- C. Parties agree to share among the partners information necessary for provision of services under the Workforce Investment Act or other governing laws, statutes, regulations, ordinances or policies of the partner agencies.

NON-DISCRIMINATION CLAUSE

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any Alliance Worknet service user or applicant for employment due to gender, race, color, ethnicity, ancestry, sexual orientation, national origin, religion, physical disability, mental disability, medical conditions, age or marital status. Parties shall comply with the provisions of the Fair Employment & Housing Act (Government Code Section 12990) and related, applicable regulations.

AMERICANS WITH DISABILITIES ACT (ADA)

Each party assures its compliance with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

METHOD OF REFERRAL

Parties to this MOU agree to develop jointly and mutually implement processes acceptable to all for referral among the One-Stop partners. Parties agree to cross-train staff on the services of each participating Alliance Worknet partner and the spectrum of related services available through respective agencies. As appropriate, site visits, field trips, and joint training shall be available to staff conducting referrals. Partners will adopt a common form(s). (See Attachment D). Referrals may be by phone, fax or other process as agreed upon by partner agencies. Co-located partners for example, may have a different referral process of agencies not co-located. Alliance Worknet staff and partners will continuously evaluate and refine the process as needed. Partner agrees to refer its applicants and clients to other One-Stop Partner agencies, when such individuals may be eligible for the Partner Agency's services.

ROLE AND RESPONSIBILITIES OF PARTNER AGENCY

1. The Partner will provide the following services in the One-Stop System:

The Housing Authority of Stanislaus County will provide:

- AW Computer services;
- Copy services;
- Education classes – GED, ESL;
- Day Care for education programs;
- Referrals to community agencies;
- Food distributions;
- Recreation services for youth;
- Health care referrals; and
- Resource information.

THE ONE-STOP SYSTEM

In consideration of mutual aims and desires of the One-Stop 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 One-Stop Centers:

1. Core services as specified under the Workforce Investment Act, Title I-Subtitle B (WIA Title I and Federal Regulations 20 CFR section 662.240), including eligibility determination for multiple programs; outreach, and orientation; initial assessment, job search and placement assistance; career counseling; job listings; skills assessment; occupational demand; information on eligible training providers, labor market trends, availability of supportive services, performance outcomes, and filing claims for unemployment insurance; and follow-up services.
2. Intensive services as specified under the Workforce Investment Act (WIA Title I and Federal Regulations 20 CFR section 663.200), 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. Access to training services (WIA Title I and Federal Regulations 20 CFR section 663.300) 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.
4. Access to Wagner-Peyser services including job search, placement, placement, recruitment, and CalJOBS.
5. Access to One-Stop Programs and activities.
6. 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, and small business development assistance.

CalJOBS

Partner agrees that CalJOBS will be used as a labor exchange database for the One-Stops. The Employer Contact Management System (ECMS) provided by EDD to all partners will be utilized to coordinate employer outreach and prevent duplication of efforts as mandated by Assembly Bill 67.

ADDENDA:

Partner agencies, which are a party to this memorandum of understanding, will have partner addenda attached, which specifically documents their contributions to the Partnership Service System.

**Partner's Addendum II To
Stanislaus Alliance Worknet Service Delivery Partners
Memorandum Of Understanding # 07-10 f**

**Stanislaus Alliance Worknet
Resource Sharing Agreement**

I. PURPOSE

The purpose of this Agreement and Addenda between the Stanislaus Alliance Worknet Partners is to establish the terms and conditions under which the Partnership will share resources in the operation of the One-Stop System. Partners are listed on the Attachment A, and advisory notices regarding this Agreement shall be given to each partner.

II. DEFINITIONS

Agreement Manager: The person in the Partnership who is responsible for the oversight, monitoring and review of fiscal functions of the Resource Sharing Agreement.

Cost Allocation Budget: The written budget plan that details each Partner's contribution to the operation of the AW One-Stop System. The cost allocation plan is attached as Attachment C to the Resource Sharing Agreement and incorporated herein by reference.

Cost Allocation Plan Methodology: Section 662.270 of 20 CFR, Part 652

A methodology of distributing cost among the Partnership that determines each Partner's share of costs and expenses of the Partnership. Examples of cost allocation methodologies are as follows:

- Direct Charge: A specific identifiable cost, e.g. cash, equipment, furniture that can be allocated as a contribution by a Partner or Partners.
- Square Footage Percentage: Partners are allocated costs based on the percentage of square footage used at the Resource Center(s) and occupied by each Partner relative to the total space used and occupied by the Partnership. (This figure also includes the Partner's use of common space).
- FTE Percentage: Partners are allocated costs based on the number of Full Time Equivalent (FTE) employees available for the provision of core services at the Resource Center(s).

III. TIMEFRAME OF AGREEMENT

This Agreement becomes effective July 1, 2006, and continues until June 30, 2011, unless extended or terminated sooner as provided for herein.

IV. SHARING OF PARTNERSHIP COSTS

Costs of the Partnership shall be shared on an FTE percentage (representing shared staffing) and cost (representing facilities, supplies, communication, equipment/technology, subscriptions and periodicals, marketing, etc.) basis.

A summary of total estimated costs for the period of this Agreement and each Partner's estimated share is provided in **Attachment B**.

EQUITABLE DISTRIBUTION OF COSTS

Effective July 1, 2008, The Stanislaus Alliance Worknet will monitor and record:

- a. The usage of the AW Resource Centers by participants of each Partner's programs.
- b. The referrals made to each Partner's programs from the AW Resource Centers.

After one (1) year of recording the above data, the Agreement Manager will compile said data to determine the percentage of use/referrals attributed to each Partner. These percentages will be compared to each Partner's percentage of overall contributions to the AW Resource Centers. Adjustments to Partner contribution requirements may be made accordingly.

V. RESOURCE SHARING AGREEMENT MANAGEMENT

The Stanislaus County Alliance Worknet has been identified as the Agreement Manager. The Agreement Manager is responsible for oversight and review of shared costs for the Partnership as well as monitoring of the Partnership allocation methodology and funding information. The Agreement Manager is also responsible for the billing and payment of shared costs, if necessary. All notices regarding this Agreement shall be sent to the Agreement Manager at the following location:

Jeffrey Rowe
251 E. Hackett Road, C-2
P.O. Box 3389
Modesto, CA 95353-3389
Phone (209) 558-2113
FAX (209) 558-2164
E-mail rowej@Stanalliance.com

VI. BILLING AND PAYMENT

Billing and manner of payment of shared costs shall be as agreed to between the Agreement Manager and the individual partners, as necessary. Partners may incur all costs within their own operational budgets and budget reports indicating such costs may be used as documentation of payment. Other methods of payment may include, but are not limited to, journal voucher transaction or invoice and warrant transaction. All payments shall be made or reported to Partner A (AW), and will be on a cycle as agreed by the parties. Any Partner may make advance payment for any time period, if their funding source regulations allow such payments. Billing, if necessary, shall occur on a quarterly basis. All payments must be received no later than thirty (30) calendar days after receipt of invoice or notice for payment. If this Agreement is terminated, or if any Partner withdraws, in accordance with the termination provision contained herein, any payments due hereunder shall be prorated based on the effective date of the termination or withdrawal.

VII. AGREEMENT MODIFICATION

The Partners recognize that modification may, and likely will be, necessary during the period of the Resource Sharing Agreement. The Partners in the Resource Sharing Agreement will undertake modification of the Agreement collaboratively. Any modification to this Agreement, to be valid, must be in writing and signed by all Partners. Oral modification shall have no effect. If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected.

VIII. MONITORING

The Partners agree that performance and operations, as well as the cost allocations methodology of this Agreement will be reviewed by the Agreement Manager annually. The Agreement Manager will provide the Partners the results of this review so the Partners may determine if they wish to modify the Agreement in accordance with Section VI.

IX. ASSURANCES

- This Agreement will be interpreted under State Law or Federal Law as appropriate.
- Each Partner warrants that it will comply with all Federal, State and/or local laws and regulations that apply to this Agreement.
- It is understood and agreed by the Partners that employees receiving compensation for work performed under this Agreement are employees of the Partner Agency that compensates, supervises, trains, and provides benefits and other support to that employee.

- All press releases, brochures, printed material, reports and newsletters related to services under this Agreement will recognize the Partners and funding sources and be approved by all Partners prior to release.
- Areas designated as common areas within the Partnership facility may be used by all Partners. Each Partner will share in the cost of common space as set forth in Section IV and attachment A. These areas will be maintained by the building owner or leaseholder in good condition and in compliance with the applicable provisions of Americans with Disabilities Act, and the regulations issued thereunder.

X. INDEMNIFICATION

The Partners recognize that the Partnership consists of various levels of government and not for profit entities. Each Agency party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Agency Partner assumes any responsibility to any other party, for consequences of any act or omission of any third party. Each Agency Partner will hold harmless and defend all other Partners to this Agreement from any and all claims for damage, including costs and attorney fees resulting in whole or in part from the Partner or its Agents' activities under the Agreement.

XI. USE AND DISCLOSURE OF INFORMATION

Each Party to this Agreement shall use any private and confidential information, provided or owned by any other Party solely for the purpose for which the information was disclosed. No Party shall disclose or misuse any private or confidential information under this Agreement unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information may subject the party, its Employees or Agents to fines and other applicable sanctions as defined under state and federal law.

In the event private and confidential information must be shared with any of the Partners to this Agreement, the Parties will enter a separate contractual agreement.

XII. TERMINATION

Reference to funds identified in support of this Resource Sharing Agreement is contingent on availability of those funds by the Partners. Any Partner may withdraw from this Agreement in the event that funding is either eliminated or reduced such that the Partner can no longer continue its participation in this Agreement. Such withdrawal shall be effective upon written notification to the Agreement Manager of the lack of funding, or upon the vacating of the premises by the Partner, whichever is later.

Any Partner may withdraw from this Agreement at any time by giving written notice of their withdrawal to the Agreement Manager at least thirty (30) calendar days prior to the effective date of withdrawal. Upon the withdrawal of any Partner, the costs associated with this Agreement shall be reallocated by the Agreement Manager among the remaining Partners and this Agreement shall be modified in writing accordingly. This Agreement may be terminated at any time upon written agreement of all Parties thereto.

XIII. DISPUTES

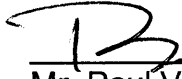
In the event that disputes should arise regarding the terms and conditions, the performance, or administration of this Agreement which cannot be resolved informally, the following procedure will be conducted: Each Party to this Agreement shall select an individual to participate in a dispute resolution panel; these individuals shall select, by simple majority vote, a person not a party to this Agreement who will chair the dispute resolution panel; the panel shall hear the facts of the dispute and render a decision by simple majority vote. This process shall be invoked before proceeding to any lawsuit or civil action.

XIV. FACILITY ALTERATIONS OR MODIFICATIONS

Should any of the Partners wish to make physical alterations or modifications to the facility, request for such shall be made to the facility owner, through the leaseholder if appropriate, detailing the requested alteration and/or modification. The request shall be subject to the approval of the facility owner and/or leaseholder. If approved, the cost of such alterations and/or modifications shall be the sole responsibility of the requesting Partner, unless otherwise agreed. Upon termination, expiration of this Agreement, or a Partner's withdrawal from the Agreement, the premises shall be returned to its normal condition, solely at the expense of the Partner who made the original alteration/modification, unless other arrangements are agreed to between the Partner and the building owner/leaseholder.

AUTHORITY AND SIGNATURES

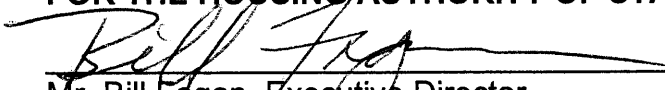
FOR THE STANISLAUS ECONOMIC DEVELOPMENT AND WORKFORCE ALLIANCE



Mr. Paul Van Kenyhenburg, Chair
Stanislaus Economic Development and Workforce Alliance

8/2/07
Date

FOR THE HOUSING AUTHORITY OF STANISLAUS COUNTY



Mr. Bill Fagan, Executive Director,
Housing Authority of Stanislaus County

7/5/07
Date

VIA Partners & Contact Information

Partner	Name	Business Address	Contact Name	Phone/E-Mail	Fax Number
A	Employment Development Department (EDD)	629 12 th Street Modesto, CA 95354 P.O. Box 3227 Modesto, CA 95353	Glenna Henson Manager	(209) 576-6007 ghenson2@edd.ca.gov	(209) 576-6093
B	Stanislaus Alliance Worknet (AW)	251 E. Hackett Rd. C2 P.O. Box 3389 Modesto, CA 95353-3389	Jeff Rowe, Director	(209) 652-1916 rowej@stanalliance.com	(209) 558-2164
C	California State Department of Vocational Rehabilitation (DOR)	1209 Woodrow Ave. Suite B1 Modesto, CA 95350	Kimball Dreiling Supervisor Dalia Banda-Davis	(209) 576-6115 kdreilin@dor.ca.gov (559) 444-2501	(209) 576-6116
D	Stanislaus County Community Services Agency (CSA)	251 E. Hackett Road P.O. Box 42 Modesto, CA 95353	Diane Tollefson Manager II	(209) 558-2937 tollefsd@co.stanislaus.ca.us	(209) 558-2937
E	Central Valley Opportunity Center (CVOC)	6838 W. Bridget Ct. P.O. Box 1389 Winton, CA 95388	John Jepson Planning Director	(209) 357-0081 jepson@cvoc.org	(209) 357-0071
F	Housing Authority of Stanislaus County (HASC)	1701 Robertson Road P.O. Box 581918 Modesto, CA 95358	Bill Fagan Executive Director	(209) 557-2004 bill@stancoha.org sgentry@stancoha.org	(209) 557-2011
G	Ceres Unified School District (CUSD)	2503 Lawrence St. P.O. Box 307 Ceres, CA 95307	Jay Simmonds Director of Educational Options and Community Relations	(209) 556-1500 Ext. 1552 jsimmonds@ceres.k12.ca.us	(209) 541-0947
H	Yosemite Community College District (YCCD)	435 College Avenue Modesto, CA 95350	George Boodrookas Dean of Community & Economic Development	(209) 575-6714 boodrookasg@yosemite.cc.ca.us	(209) 575-6943
I	Stanislaus County Office of Education (SCOE)	1100 H Street Modesto, CA 95354	Tom Changnon Superintendent of Schools Cindy Young	(209) 525-4900 (209) 525-5093 tchangnon@stancoe.org hmeneses@stancoe.org cyoung@stancoe.org	(209) 525-5147 (209) 525-5108
J	The Alliance Small Business Development Center (SBDC)	1020 10 th Street Suite 102 Modesto, CA 95354	Kurtis Clark, Director Jackie Genova, A.A..	(209) 567-4910 director@alliancesbdc.com genovaia@alliancesbdc.com	(209) 567-4955

One Stop System

Estimated Annual Contribution

Projected Budget	AW	Housing Authority	CUSD	SCOE	SBDC	YCCD	CVOC	CSA	EDD Modesto	EDD Turlock	VOC REHAB	Totals
TOTAL STAFF COSTS	\$361,296.00	\$ 11,315.00		0.00	12,000.00		\$ 10,150.00		\$541,701.00	\$332,356.00	\$7,812.00	\$1,276,630.00
ADMINISTRATIVE STAFF & TECHNICAL SUPPORT	\$26,580.00								\$174,941.00	\$103,744.00		\$305,265.00
BENEFITS					3,500.00				\$269,388.00	\$165,281.00		\$438,169.00
TOTAL STAFF & ADMINISTRATIVE COSTS	\$387,876.00	\$11,315.00			\$15,500.00		\$10,150.00		\$986,030.00	\$601,381.00	\$7,812.00	\$2,020,064.00
TOTAL FTE'S	6				0.15				17.2	10.2	0.10	33.65
OPERATING EXPENSE & EQUIPMENT (Supplies, training & Travel)	\$15,083.00				4,000.00				\$251,378.00	\$149,073.00		\$419,534.00
TOTAL FACILITY COSTS	\$119,309.00	\$ 6,000.00			2,500.00			\$ 5,940.00	\$58,458.00	\$179,142.00		\$371,349.00
TOTAL EQUIPMENT/ TECHNOLOGY	\$56,826.00	\$ 1,500.00	\$ 3,000.00			\$30,000.00						\$91,326.00
TOTAL SUPPLIES	\$12,547.00	\$ 1,652.00			\$ 300.00							\$14,499.00
Subscriptions/Periodicals	\$1,062.00	\$ 216.00										\$1,278.00
Marketing												
TOTAL MISCELLANEOUS	\$2,594.00				\$ 900.00							\$3,494.00
TOTAL CONTRIBUTIONS	\$595,297.00	\$20,683.00	\$3,000.00	0.00	\$23,200.00	\$30,000.00	\$10,150.00	\$5,940.00	\$1,295,866.00	\$929,596.00	\$7,812.00	\$2,921,544.00

Percent of Total Operations Equitable Share 10%

Name of Organization

Housing Authority of Stanislaus County (HASC)

Projected Budget	Estimated Annual Contribution	Funding Source	Provided By	Total Resource Cost
STAFF COSTS				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Administrative Staff (FTE)				
TOTAL STAFF COSTS				
Administrative Staff & Technical Support	\$11,315.00	HUD	HASC	\$11,315.00
Benefits				
TOTAL STAFF & ADMINISTRATIVE COST	\$11,315.00	HUD	HASC	\$11,315.00
OPERATING EXPENSES & EQUIPMENT (OE&E)				
Equipment/Technology				
Direct OE&E per position (includes: supplies, training & travel)				
TOTAL OPERATING EXPENSE & EQUIPMENT (OE&E)				
FACILITY COSTS				
Rent/Leases	\$6,000.00	HUD	HASC	\$6,000.00
Telephones				
HHSDC/CalJOBS				
Building & Grounds Maintenance				
Insurance				
Security				
Telecommunications				
TOTAL FACILITY COSTS	\$6,000.00	HUD	HASC	\$6,000.00
EQUIPMENT COSTS				
Equipment (computers, copiers, fax machine, telephone, etc.)	\$1,032.00	HUD	HASC	\$1,032.00
Maintenance of Equipment	\$468.00	HUD	HASC	\$468.00
Software				
TOTAL EQUIPMENT COSTS	\$1,500.00	HUD	HASC	\$1,500.00
SUPPLIES				
General supplies (Includes printing, Safety & FED EX)	\$1,652.00	HUD	HASC	\$1,652.00
Printing				
Fed EX/UPS				
Safety Supplies				
TOTAL SUPPLIES	\$1,652.00	HUD	HASC	\$1,652.00
Subscriptions/Periodicals (Include newspapers, magazines, internet, etc.)	\$216.00	HUD	HASC	\$216.00
Internet (8-connections)				
Marketing				
Miscellaneous				
Postage				
Memberships				
Overhead				
TOTAL MISCELLANEOUS				
TOTAL CONTRIBUTIONS	\$20,683.00	HUD	HASC	\$20,683.00

Estimated Annual Contribution = The portion of your total cost that benefits the One Stop Center.

Funding Source = The source of funding used to pay for these costs.

Provided by = The partner providing the staff, equipment or service.



Alliance Worknet Partner Referral

From:

Date: _____
Contact: _____
Organization: _____
Phone #: _____
Fax #: _____

To:

Contact: _____
Organization: _____
Phone #: _____
Fax #: _____
Address: _____

The following customer is being referred to you for services:

Customer Name: _____
Social Security #: _____
Phone #: _____
Mailing Address: _____
City, State, Zip: _____

I hereby authorize the above representatives and organizations to release and share information about me to allow me to receive services and to enable them to serve me better.

Customer Signature: _____

Services Requested:

Partner Reply or Follow Up to Request:

Partner Contact Name (Please Print)

Date



Referencia a Socio de Alliance Worknet
(Alliance Worknet Partner Referral)

De:

Fecha: _____
Contacto: _____
Organización: _____
Teléfono: _____
Fax : _____

Para:

Contacto: _____
Organización: _____
Teléfono: _____
Fax : _____
Domicilio: _____

El siguiente cliente ha sido referido a usted para servicios:

Nombre del Cliente: _____
Seguro Social : _____
Teléfono : _____
Domicilio: _____
Ciudad, Estado, Código Postal: _____

Yo autorizo por este medio que los representantes y las organizaciones lancen y compartan mi información para permitir que yo reciba servicios y les permita servirme mejor.

Firma del Cliente: _____

Servicios Solicitados:

Respuesta del Socio o Continuación a la Petición:

Nombre De Socio (Letra Molde)

Fecha

MEMORANDUM OF UNDERSTANDING FOR STANISLAUS ALLIANCE WORKNET SERVICE DELIVERY PARTNERS

PURPOSE

The purpose of this agreement and addenda is to describe how core services; intensive services and training services will be provided to better serve mutual and common customers (job seekers, training and education seekers, and employers) in Stanislaus County. It is understood that the development and implementation of this partnership system will require mutual trust and teamwork among the agencies, all working together to accomplish shared goals. As such, this agreement is entered into with a spirit of cooperation by the designated parties as listed below.

This Agreement does not create a partnership as defined and governed by the Uniform Partnership Act, Corporations Code Section 15000 et. seq. The terms “partner” and “partnership” in this Agreement are used generically and are not intended to create or describe a legal relationship between the parties to this Agreement.

The guiding principles of this cooperative partnership are to:

- Offer as many employment, training and ancillary services as possible for employers and individuals seeking jobs or wishing to enhance their skills, and affording universal access to the system overall. Services will be integrated.
- Offer a wide array of useful information with easy access to needed services. Services will be comprehensive.
- Provide the means for customers to judge the quality of services and make informed choices about those services, which will meet their unique and individual needs. Services will be customer focused.
- Identify clear outcomes to be achieved and methods for measuring the agreed-upon outcomes, including customer satisfaction. Services will be performance based.

PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (MOU)

Two primary groups are parties to this agreement:

- **The Stanislaus County Economic Development and Workforce Alliance (The Alliance)**, also known as the Local Board with legal authority under the Workforce Investment Act (WIA) of 1998, with the agreement of the Stanislaus County Board of Supervisors (CLEO);

AND

- **The Local Partner Agencies**, which will be responsible for delivering services in the countywide Alliance Worknet One-Stop System throughout Stanislaus County, known as the Service Delivery Partners. The following programs are included as parties to this MOU:

PARTNER/PROGRAM

Stanislaus Alliance Worknet (AW)
Workforce Investment Act (WIA)
Older Workers Act Program

The Alliance Small Business Development Center (SBDC)
U.S. Small Business Administration Program including: Business Retention,
Business Attraction, Business Research, and
Small Business Development Center

Employment Development Department (EDD)
Job Service (Wagner-Peyser Act)
Veterans' Employment Services
Trade Adjustment Assistance Act (TAA)
North American Free Trade Act (NAFTA)
Unemployment Insurance (UI)
Migrant Seasonal Farm Workers (MSFW)

California State Department of Vocational Rehabilitation (DOR)
Rehabilitation Act of 1973, as amended by WIA

Housing Authority of Stanislaus County (HASC)
Housing and Urban Development Employment & Training Program
Family Self-Sufficiency Program (FSS)

Stanislaus County Office of Education (SCOE)
Regional Occupational Program (ROP)

Ceres Unified School District (CUSD)
Adult Education Act and Literacy Act

Central Valley Opportunity Center (CVOC)
Community Services Block Grant
WIA 167 Migrant Seasonal Farm Workers (MSFW) Program

Stanislaus County Community Services Agency (CSA)
StanWorks (CalWORKS – TANF)

Yosemite Community College District (YCCD)
Post-Secondary Vocational Education

Operators of these programs shall facilitate access to services on a regular or scheduled basis and shall form the Alliance Worknet One-Stop System of Stanislaus County. In addition, partners may contribute facility space, funding, staff and equipment to the Alliance Worknet One-Stop System.

LOCATION OF ONE-STOP SITES

The Alliance Worknet operates and maintains three (3) comprehensive One-Stop Locations:

Community Services Facility
251 E. Hackett Road C-2
Modesto, CA 95353

Employment Development Department
629 12th Street
Modesto, CA 95354

Employment Development Department (Opening in 2007)
125 N. Broadway Ave.
Turlock, CA 95380

PROGRAM GOALS

- A. Services will be received by: job seekers; employers; UI claimants; youth; seniors; veterans; StanWorks clients; WIA clients; the general public and others as specified in the individual partner addenda.
- B. Services will be delivered through self-help, in person, electronic access and by telephone. By working together with their common customers, various staff will integrate functions and cross train one another. From the customer viewpoint, services will be seamless. Information and services will be provided which will most directly meet the needs of each customer, with referral to additional services if needed.
- C. The Partnership Service System will be evaluated on the basis of performance and customer satisfaction with an emphasis on continuous improvement.

ALLIANCE WORKNET PERFORMANCE REQUIREMENTS

Accountability must drive the workforce investment system toward system goals. Therefore, the following goals must define the elements of accountability design in each One-Stop delivery area.

GOALS OF THE WORKFORCE INVESTMENT SYSTEM

- Ensure that Workforce Development participants are highly satisfied;
- Support Employers in Developing High Performance Workplaces;
- Enhance Linkage between Workforce Investment Services and Business Needs; and
- Ensure that the One-Stop Delivery System is successful in assisting individuals in entering, retaining or upgrading employment.

REPORTING ASSURANCES

As prescribed by the Workforce Investment Act and other applicable Federal, State laws and local regulations, all partners in the Alliance Worknet One-Stop system, as applicable to each partner and in compliance with each partner's confidentiality requirements will:

- Adhere to prescribed reporting schedules;
- Provide required performance data; and
- Provide data in a compatible format.

COLLECTIVE BARGAINING AGREEMENTS

This agreement will not supersede individual partner's collective bargaining agreements.

APPROVAL

This MOU is effective when signed by representatives of all partner agencies and agreement is given by the Chief Local Elected Official. Once signed, this agreement becomes a part of the WIA or any other similar State Plan submitted to the State of California. Individual parties to this agreement may or may not be represented on the Local Board itself.

If impasse occurs, parties will follow procedures as outlined in regulation 20 CFR Part 652 et al. Section 662.310.

NON-FINANCIAL AGREEMENT

This agreement is non-financial in nature, and binds no party or partner to financial obligations to any other. Financial and fiduciary arrangements to the Alliance Worknet are outlined in separate financial agreement between the Local Operators and the required and optional partner agencies respectively. Financial agreements between partners are optional.

TERM AND DURATION

The term of this agreement is from July 1, 2006 to June 30, 2011.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to the chair of the Local Workforce Investment Board at P.O. Box 3389, Modesto, CA 95353-3389 Attn: Chair of LWIB. Should any Alliance Worknet Partner withdraw, this MOU shall remain in effect with respect to the other remaining Alliance Worknet Partners.

ADOPTION, AMENDMENT, AND DISPUTES

Nothing in this agreement shall violate or supersede existing contracts or individual partner's laws, rules or regulations. Each service delivery partner reserves the right to modify the scope, direction, structure and content of this agreement based upon legislative changes, Local Board directives, availability of funding, or other circumstances as warranted and agreed upon by LWIB and partner agencies.

Service delivery partners shall first attempt to resolve all disputes informally at the lowest level starting with the site supervisor and staff. If dispute resolution is not accomplished, any party may call a meeting of the parties to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred to the WIB Executive Committee. The WIB Executive Committee shall mediate the dispute and shall have final administrative authority to resolve the issue.

Service delivery partners shall continue with the responsibilities under this agreement during any dispute.

CONFIDENTIALITY

Parties to this agreement agree to comply with the various provisions of their respective authorizing legislation, statutes, regulations and other provisions pertinent to their day-to-day operation to assure that:

- A. All customer documents shall be confidential and shall not be open to examination for any purpose not directly related to the delivery of partnership services.
- B. No person will publish, disclose, use, permit or cause to be published, disclosed or used, any confidential information pertaining to customers, participants or applicants, unless a specific, written, and signed consent form is provided by the customer, participant or applicant.
- C. Parties agree to share among the partners information necessary for provision of services under the Workforce Investment Act or other governing laws, statutes, regulations, ordinances or policies of the partner agencies.

NON-DISCRIMINATION CLAUSE

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any Alliance Worknet service user or applicant for employment due to gender, race, color, ethnicity, ancestry, sexual orientation, national origin, religion, physical disability, mental disability, medical conditions, age or marital status. Parties shall comply with the provisions of the Fair Employment & Housing Act (Government Code Section 12990) and related, applicable regulations.

AMERICANS WITH DISABILITIES ACT (ADA)

Each party assures its compliance with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

METHOD OF REFERRAL

Parties to this MOU agree to develop jointly and mutually implement processes acceptable to all for referral among the One-Stop partners. Parties agree to cross-train staff on the services of each participating Alliance Worknet partner and the spectrum of related services available through respective agencies. As appropriate, site visits, field trips, and joint training shall be available to staff conducting referrals. Partners will adopt a common form(s). (See Attachment D). Referrals may be by phone, fax or other process as agreed upon by partner agencies. Co-located partners for example, may have a different referral process of agencies not co-located. Alliance Worknet staff and partners will continuously evaluate and refine the process as needed. Partner agrees to refer its applicants and clients to other One-Stop Partner agencies, when such individuals may be eligible for the Partner Agency's services.

ROLE AND RESPONSIBILITIES OF PARTNER AGENCY

1. Ceres Unified School District (CUSD) will provide the following services in the One-Stop System:

Adults:

Access to Keytrain software System.

THE ONE-STOP SYSTEM

In consideration of mutual aims and desires of the One-Stop 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 One-Stop Centers:

1. Core services as specified under the Workforce Investment Act, Title I-Subtitle B (WIA Title I and Federal Regulations 20 CFR section 662.240), including eligibility determination for multiple programs; outreach, and orientation; initial assessment, job search and placement assistance; career counseling; job listings; skills assessment; occupational demand; information on eligible training providers, labor market trends, availability of supportive services, performance outcomes, and filing claims for unemployment insurance; and follow-up services.
2. Intensive services as specified under the Workforce Investment Act (WIA Title I and Federal Regulations 20 CFR section 663.200), 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. Access to training services (WIA Title I and Federal Regulations 20 CFR section 663.300) 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.
4. Access to Wagner-Peyser services including job search, placement, placement, recruitment, and CalJOBS.
5. Access to One-Stop Programs and activities.
6. 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, and small business development assistance.

CalJOBS

Partner agrees that CalJOBS will be used as a labor exchange database for the One-Stops. The Employer Contact Management System (ECMS) provided by EDD to all partners will be utilized to coordinate employer outreach and prevent duplication of efforts as mandated by Assembly Bill 67.

ADDENDA:

Partner agencies, which are a party to this memorandum of understanding, will have partner addenda attached, which specifically documents their contributions to the Partnership Service System.

**Partner's Addendum II To
Stanislaus Alliance Worknet Service Delivery Partners
Memorandum Of Understanding # 07-10 g**

**Stanislaus Alliance Worknet
Resource Sharing Agreement**

I. PURPOSE

The purpose of this Agreement and Addenda between the Stanislaus Alliance Worknet Partners is to establish the terms and conditions under which the Partnership will share resources in the operation of the One-Stop System. Partners are listed on the Attachment A, and advisory notices regarding this Agreement shall be given to each partner.

II. DEFINITIONS

Agreement Manager: The person in the Partnership who is responsible for the oversight, monitoring and review of fiscal functions of the Resource Sharing Agreement.

Cost Allocation Budget: The written budget plan that details each Partner's contribution to the operation of the AW One-Stop System. The cost allocation plan is attached as Attachment C to the Resource Sharing Agreement and incorporated herein by reference.

Cost Allocation Plan Methodology: Section 662.270 of 20 CFR, Part 652

A methodology of distributing cost among the Partnership that determines each Partner's share of costs and expenses of the Partnership. Examples of cost allocation methodologies are as follows:

- Direct Charge: A specific identifiable cost, e.g. cash, equipment, furniture that can be allocated as a contribution by a Partner or Partners.
- Square Footage Percentage: Partners are allocated costs based on the percentage of square footage used at the Resource Center(s) and occupied by each Partner relative to the total space used and occupied by the Partnership. (This figure also includes the Partner's use of common space).
- FTE Percentage: Partners are allocated costs based on the number of Full Time Equivalent (FTE) employees available for the provision of core services at the Resource Center(s).

III. TIMEFRAME OF AGREEMENT

This Agreement becomes effective July 1, 2006, and continues until June 30, 2011, unless extended or terminated sooner as provided for herein.

IV. SHARING OF PARTNERSHIP COSTS

Costs of the Partnership shall be shared on an FTE percentage (representing shared staffing) and cost (representing facilities, supplies, communication, equipment/technology, subscriptions and periodicals, marketing, etc.) basis.

A summary of total estimated costs for the period of this Agreement and each Partner's estimated share is provided in **Attachment B**.

EQUITABLE DISTRIBUTION OF COSTS

Effective July 1, 2008, The Stanislaus Alliance Worknet will monitor and record:

- a. The usage of the AW Resource Centers by participants of each Partner's programs.
- b. The referrals made to each Partner's programs from the AW Resource Centers.

After one (1) year of recording the above data, the Agreement Manager will compile said data to determine the percentage of use/referrals attributed to each Partner. These percentages will be compared to each Partner's percentage of overall contributions to the AW Resource Centers. Adjustments to Partner contribution requirements may be made accordingly.

V. RESOURCE SHARING AGREEMENT MANAGEMENT

The Stanislaus County Alliance Worknet has been identified as the Agreement Manager. The Agreement Manager is responsible for oversight and review of shared costs for the Partnership as well as monitoring of the Partnership allocation methodology and funding information. The Agreement Manager is also responsible for the billing and payment of shared costs, if necessary. All notices regarding this Agreement shall be sent to the Agreement Manager at the following location:

Jeffrey Rowe
251 E. Hackett Road, C-2
P.O. Box 3389
Modesto, CA 95353-3389
Phone (209) 558-2113
FAX (209) 558-2164
E-mail rowej@Stanalliance.com

VI. BILLING AND PAYMENT

Billing and manner of payment of shared costs shall be as agreed to between the Agreement Manager and the individual partners, as necessary. Partners may incur all costs within their own operational budgets and budget reports indicating such costs may be used as documentation of payment. Other methods of payment may include, but are not limited to, journal voucher transaction or invoice and warrant transaction. All payments shall be made or reported to Partner A (AW), and will be on a cycle as agreed by the parties. Any Partner may make advance payment for any time period, if their funding source regulations allow such payments. Billing, if necessary, shall occur on a quarterly basis. All payments must be received no later than thirty (30) calendar days after receipt of invoice or notice for payment. If this Agreement is terminated, or if any Partner withdraws, in accordance with the termination provision contained herein, any payments due hereunder shall be prorated based on the effective date of the termination or withdrawal.

VII. AGREEMENT MODIFICATION

The Partners recognize that modification may, and likely will be, necessary during the period of the Resource Sharing Agreement. The Partners in the Resource Sharing Agreement will undertake modification of the Agreement collaboratively. Any modification to this Agreement, to be valid, must be in writing and signed by all Partners. Oral modification shall have no effect. If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected.

VIII. MONITORING

The Partners agree that performance and operations, as well as the cost allocations methodology of this Agreement will be reviewed by the Agreement Manager annually. The Agreement Manager will provide the Partners the results of this review so the Partners may determine if they wish to modify the Agreement in accordance with Section VI.

IX. ASSURANCES

- This Agreement will be interpreted under State Law or Federal Law as appropriate.
- Each Partner warrants that it will comply with all Federal, State and/or local laws and regulations that apply to this Agreement.
- It is understood and agreed by the Partners that employees receiving compensation for work performed under this Agreement are employees of the Partner Agency that compensates, supervises, trains, and provides benefits and other support to that employee.

- All press releases, brochures, printed material, reports and newsletters related to services under this Agreement will recognize the Partners and funding sources and be approved by all Partners prior to release.
- Areas designated as common areas within the Partnership facility may be used by all Partners. Each Partner will share in the cost of common space as set forth in Section IV and attachment A. These areas will be maintained by the building owner or leaseholder in good condition and in compliance with the applicable provisions of Americans with Disabilities Act, and the regulations issued thereunder.

X. INDEMNIFICATION

The Partners recognize that the Partnership consists of various levels of government and not for profit entities. Each Agency party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Agency Partner assumes any responsibility to any other party, for consequences of any act or omission of any third party. Each Agency Partner will hold harmless and defend all other Partners to this Agreement from any and all claims for damage, including costs and attorney fees resulting in whole or in part from the Partner or its Agents' activities under the Agreement.

XI. USE AND DISCLOSURE OF INFORMATION

Each Party to this Agreement shall use any private and confidential information, provided or owned by any other Party solely for the purpose for which the information was disclosed. No Party shall disclose or misuse any private or confidential information under this Agreement unless the disclosure is authorized by law. The misuse or unauthorized release or private and confidential information may subject the party, its Employees or Agents to fines and other applicable sanctions as defined under state and federal law.

In the event private and confidential information must be shared with any of the Partners to this Agreement, the Parties will enter a separate contractual agreement.

XII. TERMINATION

Reference to funds identified in support of this Resource Sharing Agreement is contingent on availability of those funds by the Partners. Any Partner may withdraw from this Agreement in the event that funding is either eliminated or reduced such that the Partner can no longer continue its participation in this Agreement. Such withdrawal shall be effective upon written notification to the Agreement Manager of the lack of funding, or upon the vacating of the premises by the Partner, whichever is later.

Any Partner may withdraw from this Agreement at any time by giving written notice of their withdrawal to the Agreement Manager at least thirty (30) calendar days prior to the effective date of withdrawal. Upon the withdrawal of any Partner, the costs associated with this Agreement shall be reallocated by the Agreement Manager among the remaining Partners and this Agreement shall be modified in writing accordingly. This Agreement may be terminated at any time upon written agreement of all Parties thereto.

XIII. DISPUTES

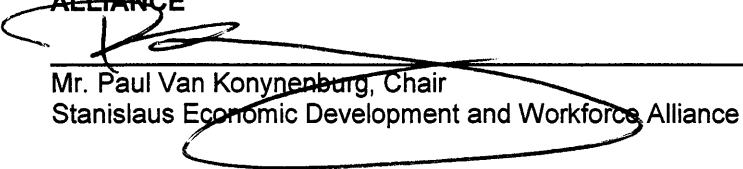
In the event that disputes should arise regarding the terms and conditions, the performance, or administration of this Agreement which cannot be resolved informally, the following procedure will be conducted: Each Party to this Agreement shall select an individual to participate in a dispute resolution panel; these individuals shall select, by simple majority vote, a person not a party to this Agreement who will chair the dispute resolution panel; the panel shall hear the facts of the dispute and render a decision by simple majority vote. This process shall be invoked before proceeding to any lawsuit or civil action.

XIV. FACILITY ALTERATIONS OR MODIFICATIONS

Should any of the Partners wish to make physical alterations or modifications to the facility, request for such shall be made to the facility owner, through the leaseholder if appropriate, detailing the requested alteration and/or modification. The request shall be subject to the approval of the facility owner and/or leaseholder. If approved, the cost of such alterations and/or modifications shall be the sole responsibility of the requesting Partner, unless otherwise agreed. Upon termination, expiration of this Agreement, or a Partner's withdrawal from the Agreement, the premises shall be returned to its normal condition, solely at the expense of the Partner who made the original alteration/modification, unless other arrangements are agreed to between the Partner and the building owner/leaseholder.

AUTHORITY AND SIGNATURES

FOR THE STANISLAUS ECONOMIC DEVELOPMENT AND WORKFORCE ALLIANCE



Mr. Paul Van Konyneburg, Chair
Stanislaus Economic Development and Workforce Alliance

8/2/07
Date

FOR THE CERES UNIFIED SCHOOL DISTRICT



Mr. Jay Simmonds, Educational Options and Facilities Director
Ceres Unified School District

7/9/07
Date

WIA Partners & Contact Information

Partner	Name	Business Address	Contact Name	Phone/E-Mail	Fax Number
A	Employment Development Department (EDD)	629 12 th Street Modesto, CA 95354 P.O. Box 3227 Modesto, CA 95353	Glenna Henson Manager	(209) 576-6007 ghenson2@edd.ca.gov	(209) 576-6093
B	Stanislaus Alliance Worknet (AW)	251 E. Hackett Rd. C2 P.O. Box 3389 Modesto, CA 95353-3389	Jeff Rowe, Director	(209) 652-1916 rowej@stanalliance.com	(209) 558-2164
C	California State Department of Vocational Rehabilitation (DOR)	1209 Woodrow Ave. Suite B1 Modesto, CA 95350	Kimball Dreiling Supervisor Dalia Banda-Davis	(209) 576-6115 kdreilin@dor.ca.gov (559) 444-2501	(209) 576-6116
D	Stanislaus County Community Services Agency (CSA)	251 E. Hackett Road P.O. Box 42 Modesto, CA 95353	Diane Tollefsen Manager II	(209) 558-2937 tollefsd@co.stanislaus.ca.us	(209) 558-2937
E	Central Valley Opportunity Center (CVOC)	6838 W. Bridget Ct. P.O. Box 1389 Winton, CA 95388	John Jepson Planning Director	(209) 357-0081 jepson@cvoc.org	(209) 357-0071
F	Housing Authority of Stanislaus County (HASC)	1701 Robertson Road P.O. Box 581918 Modesto, CA 95358	Bill Fagan Executive Director	(209) 557-2004 bill@stancoha.org sgentry@stancoha.org	(209) 557-2011
G	Ceres Unified School District (CUSD)	2503 Lawrence St. P.O. Box 307 Ceres, CA 95307	Jay Simmonds Director of Educational Options and Community Relations	(209) 556-1500 Ext. 1552 jsimmonds@ceres.k12.ca.us	(209) 541-0947
H	Yosemite Community College District (YCCD)	435 College Avenue Modesto, CA 95350	George Boodrookas Dean of Community & Economic Development	(209) 575-6714 boodrookasg@yosemite.cc.ca.us	(209) 575-6943
I	Stanislaus County Office of Education (SCOE)	1100 H Street Modesto, CA 95354	Tom Changnon Superintendent of Schools Cindy Young	(209) 525-4900 (209) 525-5093 tchangnon@stancoe.org hmeneses@stancoe.org cyoung@stancoe.org	(209) 525-5147 (209) 525-5108
J	The Alliance Small Business Development Center (SBDC)	1020 10 th Street Suite 102 Modesto, CA 95354	Kurtis Clark, Director Jackie Genova, A.A..	(209) 567-4910 director@alliancesbdc.com genovaja@alliancesbdc.com	(209) 567-4955

One Stop System

Estimated Annual Contribution

Projected Budget	AW	Housing Authority	CUSD	SCOE	SBDC	YCCD	CVOC	CSA	EDD Modesto	EDD Turlock	VOC REHAB	Totals
TOTAL STAFF COSTS	\$361,296.00	\$ 11,315.00		0.00	12,000.00		\$ 10,150.00		\$541,701.00	\$332,356.00	\$7,812.00	\$1,276,630.00
ADMINISTRATIVE STAFF & TECHNICAL SUPPORT	\$26,580.00								\$174,941.00	\$103,744.00		\$305,265.00
WELFARE BENEFITS					3,500.00				\$269,388.00	\$165,281.00		\$438,169.00
TOTAL STAFF & ADMINISTRATIVE COSTS	\$387,876.00	\$11,315.00			\$15,500.00		\$10,150.00		\$986,030.00	\$601,381.00	\$7,812.00	\$2,020,064.00
TOTAL FTE'S	6				0.15				17.2	10.2	0.10	33.65
OPERATING EXPENSE & EQUIPMENT (Supplies, training & Travel)	\$15,083.00				4,000.00				\$251,378.00	\$149,073.00		\$419,534.00
TOTAL FACILITY COSTS	\$119,309.00	\$ 6,000.00			2,500.00			\$ 5,940.00	\$58,458.00	\$179,142.00		\$371,349.00
TOTAL EQUIPMENT/ TECHNOLOGY	\$56,826.00	\$ 1,500.00	\$ 3,000.00			\$30,000.00						\$91,326.00
TOTAL SUPPLIES	\$12,547.00	\$ 1,652.00			\$ 300.00							\$14,499.00
Subscriptions/Periodicals	\$1,062.00	\$ 216.00										\$1,278.00
Marketing												
TOTAL MISCELLANEOUS	\$2,594.00				\$ 900.00							\$3,494.00
TOTAL CONTRIBUTIONS	\$595,297.00	\$20,683.00	\$3,000.00	0.00	\$23,200.00	\$30,000.00	\$10,150.00	\$5,940.00	\$1,295,866.00	\$929,596.00	\$7,812.00	\$2,921,544.00

Percent of Total Operations
Equitable Share

10%

Name of Organization **Ceres Unified School District (CUSD)**

Projected Budget	Estimated Annual Contribution	Funding Source	Provided By	Total Resource Cost
STAFF COSTS				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Administrative Staff (FTE)				
TOTAL STAFF COSTS				
Administrative Staff & Technical Support				
Benefits				
TOTAL STAFF & ADMINISTRATIVE COST				
OPERATING EXPENSES & EQUIPMENT (OE&E)				
Equipment/Technology				
Direct OE&E per position (includes: supplies, training & travel)				
TOTAL OPERATING EXPENSE & EQUIPMENT (OE&E)				
FACILITY COSTS				
Rent/Leases				
Telephones				
HHSDC/CalJOBS				
Building & Grounds Maintenance				
Insurance				
Security				
Telecommunications				
TOTAL FACILITY COSTS				
EQUIPMENT COSTS				
Equipment (computers, copiers, fax machine, telephone, etc.)				
Maintenance of Equipment				
Software-Keytrain Skill Remediation/Software License	\$3,000.00	Adult Ed.	CUSD	\$3,000.00
TOTAL EQUIPMENT COSTS				
	\$3,000.00	Adult Ed.	CUSD	\$3,000.00
SUPPLIES				
General supplies (Includes printing, Safety & FED EX)				
Printing				
Fed EX/UPS				
Safety Supplies				
TOTAL SUPPLIES				
Subscriptions/Periodicals				
(Include newspapers, magazines, internet, etc.)				
Internet (8-connections)				
Marketing				
Miscellaneous				
Postage				
Memberships				
Overhead				
TOTAL MISCELLANEOUS				
TOTAL CONTRIBUTIONS				
	\$3,000.00	Adult Ed.	CUSD	\$3,000.00

Estimated Annual Contribution = The portion of your total cost that benefits the One Stop Center.
 Funding Source = The source of funding used to pay for these costs.
 Provided by = The partner providing the staff, equipment or service.



Alliance Worknet Partner Referral

From:

Date: _____
Contact: _____
Organization: _____
Phone #: _____
Fax #: _____

To:

Contact: _____
Organization: _____
Phone #: _____
Fax #: _____
Address: _____

The following customer is being referred to you for services:

Customer Name: _____
Social Security #: _____
Phone #: _____
Mailing Address: _____
City, State, Zip: _____

I hereby authorize the above representatives and organizations to release and share information about me to allow me to receive services and to enable them to serve me better.

Customer Signature: _____

Services Requested:

Partner Reply or Follow Up to Request:

Partner Contact Name (Please Print)

Date



Referencia a Socio de Alliance Worknet
(Alliance Worknet Partner Referral)

De:

Fecha: _____
Contacto: _____
Organización: _____
Teléfono: _____
Fax : _____

Para:

Contacto: _____
Organización: _____
Teléfono: _____
Fax : _____
Domicilio: _____

El siguiente cliente ha sido referido a usted para servicios:

Nombre del Cliente: _____
Seguro Social : _____
Teléfono : _____
Domicilio: _____
Ciudad, Estado, Código Postal: _____

Yo autorizo por este medio que los representantes y las organizaciones lancen y compartan mi información para permitir que yo reciba servicios y les permita servirme mejor.

Firma del Cliente: _____

Servicios Solicitados:

Respuesta del Socio o Continuación a la Petición:

Nombre De Socio (Letra Molde)

Fecha

MEMORANDUM OF UNDERSTANDING FOR STANISLAUS ALLIANCE WORKNET SERVICE DELIVERY PARTNERS

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- Offer a wide array of useful information with easy access to needed services. Services will be comprehensive.
- Provide the means for customers to judge the quality of services and make informed choices about those services, which will meet their unique and individual needs. Services will be customer focused.
- Identify clear outcomes to be achieved and methods for measuring the agreed-upon outcomes, including customer satisfaction. Services will be performance based.

PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (MOU)

Two primary groups are parties to this agreement:

- **The Stanislaus County Economic Development and Workforce Alliance (The Alliance)**, also known as the Local Board with legal authority under the Workforce Investment Act (WIA) of 1998, with the agreement of the Stanislaus County Board of Supervisors (CLEO);

AND

- **The Local Partner Agencies**, which will be responsible for delivering services in the countywide Alliance Worknet One-Stop System throughout Stanislaus County, known as the Service Delivery Partners. The following programs are included as parties to this MOU:

PARTNER/PROGRAM

Stanislaus Alliance Worknet (AW)
Workforce Investment Act (WIA)
Older Workers Act Program

The Alliance Small Business Development Center (SBDC)
U.S. Small Business Administration Program including: Business Retention,
Business Attraction, Business Research, and
Small Business Development Center

Employment Development Department (EDD)
Job Service (Wagner-Peyser Act)
Veterans' Employment Services
Trade Adjustment Assistance Act (TAA)
North American Free Trade Act (NAFTA)
Unemployment Insurance (UI)
Migrant Seasonal Farm Workers (MSFW)

California State Department of Vocational Rehabilitation (DOR)
Rehabilitation Act of 1973, as amended by WIA

Housing Authority of Stanislaus County (HASC)
Housing and Urban Development Employment & Training Program
Family Self-Sufficiency Program (FSS)

Stanislaus County Office of Education (SCOE)
Regional Occupational Program (ROP)

Ceres Unified School District (CUSD)
Adult Education Act and Literacy Act

Central Valley Opportunity Center (CVOC)
Community Services Block Grant
WIA 167 Migrant Seasonal Farm Workers (MSFW) Program

Stanislaus County Community Services Agency (CSA)
StanWorks (CalWORKS – TANF)

Yosemite Community College District (YCCD)
Post-Secondary Vocational Education

Operators of these programs shall facilitate access to services on a regular or scheduled basis and shall form the Alliance Worknet One-Stop System of Stanislaus County. In addition, partners may contribute facility space, funding, staff and equipment to the Alliance Worknet One-Stop System.

LOCATION OF ONE-STOP SITES

The Alliance Worknet operates and maintains three (3) comprehensive One-Stop Locations:

Community Services Facility
251 E. Hackett Road C-2
Modesto, CA 95353

Employment Development Department
629 12th Street
Modesto, CA 95354

Employment Development Department (Opening in 2007)
125 N. Broadway Ave.
Turlock, CA 95380

PROGRAM GOALS

- A. Services will be received by: job seekers; employers; UI claimants; youth; seniors; veterans; StanWorks clients; WIA clients; the general public and others as specified in the individual partner addenda.
- B. Services will be delivered through self-help, in person, electronic access and by telephone. By working together with their common customers, various staff will integrate functions and cross train one another. From the customer viewpoint, services will be seamless. Information and services will be provided which will most directly meet the needs of each customer, with referral to additional services if needed.
- C. The Partnership Service System will be evaluated on the basis of performance and customer satisfaction with an emphasis on continuous improvement.

ALLIANCE WORKNET PERFORMANCE REQUIREMENTS

Accountability must drive the workforce investment system toward system goals. Therefore, the following goals must define the elements of accountability design in each One-Stop delivery area.

GOALS OF THE WORKFORCE INVESTMENT SYSTEM

- Ensure that Workforce Development participants are highly satisfied;
- Support Employers in Developing High Performance Workplaces;
- Enhance Linkage between Workforce Investment Services and Business Needs; and
- Ensure that the One-Stop Delivery System is successful in assisting individuals in entering, retaining or upgrading employment.

REPORTING ASSURANCES

As prescribed by the Workforce Investment Act and other applicable Federal, State laws and local regulations, all partners in the Alliance Worknet One-Stop System, as applicable to each partner and in compliance with each partner's confidentiality requirements will:

- Adhere to prescribed reporting schedules;
- Provide required performance data; and
- Provide data in a compatible format.

COLLECTIVE BARGAINING AGREEMENTS

This agreement will not supersede individual partner's collective bargaining agreements.

APPROVAL

This MOU is effective when signed by representatives of all partner agencies and agreement is given by the Chief Local Elected Official. Once signed, this agreement becomes a part of the WIA or any other similar State Plan submitted to the State of California. Individual parties to this agreement may or may not be represented on the Local Board itself.

If impasse occurs, parties will follow procedures as outlined in regulation 20 CFR Part 652 et al. Section 662.310.

NON-FINANCIAL AGREEMENT

This agreement is non-financial in nature, and binds no party or partner to financial obligations to any other. Financial and fiduciary arrangements to the Alliance Worknet are outlined in separate financial agreement between the Local Operators and the required and optional partner agencies respectively. Financial agreements between partners are optional.

TERM AND DURATION

The term of this agreement is from July 1, 2006 to June 30, 2011.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to the chair of the Local Workforce Investment Board at P.O. Box 3389, Modesto, CA 95353-3389 Attn: Chair of LWIB. Should any Alliance Worknet Partner withdraw, this MOU shall remain in effect with respect to the other remaining Alliance Worknet Partners.

ADOPTION, AMENDMENT, AND DISPUTES

Nothing in this agreement shall violate or supersede existing contracts or individual partner's laws, rules or regulations. Each service delivery partner reserves the right to modify the scope, direction, structure and content of this agreement based upon legislative changes, Local Board directives, availability of funding, or other circumstances as warranted and agreed upon by LWIB and partner agencies.

Service delivery partners shall first attempt to resolve all disputes informally at the lowest level starting with the site supervisor and staff. If dispute resolution is not accomplished, any party may call a meeting of the parties to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred to the WIB Executive Committee. The WIB Executive Committee shall mediate the dispute and shall have final administrative authority to resolve the issue.

Service delivery partners shall continue with the responsibilities under this agreement during any dispute.

CONFIDENTIALITY

Parties to this agreement agree to comply with the various provisions of their respective authorizing legislation, statutes, regulations and other provisions pertinent to their day-to-day operation to assure that:

- A. All customer documents shall be confidential and shall not be open to examination for any purpose not directly related to the delivery of partnership services.
- B. No person will publish, disclose, use, permit or cause to be published, disclosed or used, any confidential information pertaining to customers, participants or applicants, unless a specific, written, and signed consent form is provided by the customer, participant or applicant.
- C. Parties agree to share among the partners information necessary for provision of services under the Workforce Investment Act or other governing laws, statutes, regulations, ordinances or policies of the partner agencies.

NON-DISCRIMINATION CLAUSE

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any Alliance Worknet service user or applicant for employment due to gender, race, color, ethnicity, ancestry, sexual orientation, national origin, religion, physical disability, mental disability, medical conditions, age or marital status. Parties shall comply with the provisions of the Fair Employment & Housing Act (Government Code Section 12990) and related, applicable regulations.

AMERICANS WITH DISABILITIES ACT (ADA)

Each party assures its compliance with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

METHOD OF REFERRAL

Parties to this MOU agree to develop jointly and mutually implement processes acceptable to all for common referral among the One-Stop partners. Parties agree to cross-train staff on the services of each participating Alliance Worknet partner and the spectrum of related services available through respective agencies. As appropriate, site visits, field trips, and joint training shall be available to staff conducting referrals. Partners will adopt a common form(s) and referral process (See Attachment D). Alliance Worknet staff and partners will continuously evaluate and refine the process as needed. Partner agrees to refer its applicants and clients to other One-Stop Partner agencies, when such individuals may be eligible for the Partner Agency's services.

ROLE AND RESPONSIBILITIES OF PARTNER AGENCY

1. The Partner will provide the following services in the One-Stop System:

MJC offers course leading to the Associate of Arts degree or the Associate of Science degree. Courses are offered during the day, in the evening and on Saturday. Certificates of Achievement are also awarded to students in a broad range of occupational areas (see MJC vendor list information) in recognition of their completion of specialized work.

MJC offers courses designed to meet the diverse interests, educational needs, vocational needs and workplace skills improvement needs of its students. Aside from vocational and workplace-focus offerings the college also provides courses designed to assist individuals in skill development including, among others, reading improvement, career awareness, job/employment skills, English language acquisition and a variety of basic skills including those associated with math and English skills improvement.

College programs may consist of one course or a series of courses leading to a certificate, an associate degree, or providing the first two years toward a bachelor's degree.

The MJC Workforce Training Center (WTC) offers a variety of specialized and customized education and training-related services for one-stop customers including job seekers and employers. The Corporate Training Unit of the WTC offers custom-designed workshops, seminars and programs at the workplace and at the request of local employers via contract. WTC staff use a performance consulting approach to diagnose needs, design targeted curriculum, deliver training services and evaluate success in improving employee performance. Employer focused degree and certificate programs are also offered on-site either as a fee-for-service contractor or open to the public and supported by state funding. Other services provided by the WTC Corporate Training Unit for employer clients of the one-stop include but are not limited to:

Employee skills assessment

- WorkKeys Assessment System
- Customized Assessment Development
- Pre-employment assessment

Job task analysis

- Skills 2000 Analysis of Job Skill Requirements

Training needs assessment

- Performance Consulting
- Performance gap analysis

Job-aid development

- Non-training solutions to aid on-the-job learning

Employment Training Panel Services (state supported training funds)

- ETP Application Writing
- ETP Training Administration Services
- Employment Tracking and ETP Reporting
- ETP Training Services

Technical and Information Technology Training

- Computer Applications
 - Microsoft Office
 - Computer keyboarding
 - Internet/e-mail
- Programmable Logic Controllers
- Industrial Electrical/Mechanical
- Industrial Automation
- OSHA/HazMat certification

Business & Communication Development
Team Building

- Problem Solving & Decision Making
- Supervisory Management Skills
- Time Management
- Process Mapping
- Employee Empowerment Strategies
- Project Management
- Interviewing & Hiring the Right People
- Effective Presentation & Writing Skills

High Performance Tutoring for Employees

- Computer Skills
- Customer Service
- Workplace English for non-native speakers

Documentation Services

- Written or Verbal Translation Services
- Evaluation of Reading Levels for Workplace Materials

Training Evaluation Services

- Impact of training on performance
- Return on investment

Welfare-to-Work Services are also offered to job-seeking and training seeking clients via various programs at MJC. Services for CalWORKS students include but are not limited to:

Customized Vocational Training Programs

- Passport Job Retention Programs
- Landscape Maintenance and Nursery Aide Training Program
- Power Equipment Technology Program

THE ONE-STOP SYSTEM

In consideration of mutual aims and desires of the One-Stop 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 One-Stop Centers:

1. Core services as specified under the Workforce Investment Act, Title I-Subtitle B (WIA Title I and Federal Regulations 20 CFR section 662.240), including eligibility determination for multiple programs; outreach, and orientation; initial assessment, job search and placement assistance; career counseling; job listings; skills assessment; occupational demand; information on eligible training providers, labor market trends, availability of supportive services, performance outcomes, and filing claims for unemployment insurance; and follow-up services.
2. Intensive services as specified under the Workforce Investment Act (WIA Title I and Federal Regulations 20 CFR section 663.200), 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. Access to training services (WIA Title I and Federal Regulations 20 CFR section 663.300) 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.
4. Access to Wagner-Peyser services including job search, placement, placement, recruitment, and CalJOBS.
5. Access to One-Stop Programs and activities.
6. 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, and small business development assistance.

CalJOBS

Partner agrees that CalJOBS will be used as a labor exchange database for the One-Stops. The Employer Contact Management System (ECMS) provided by EDD to all partners will be utilized to coordinate employer outreach and prevent duplication of efforts as mandated by Assembly Bill 67.

ADDENDA:

Partner agencies, which are a party to this memorandum of understanding, will have partner addenda attached, which specifically documents their contributions to the Partnership Service System.

**Partner's Addendum II To
Stanislaus Alliance Worknet Service Delivery Partners
Memorandum Of Understanding # 07-10 h**

**Stanislaus Alliance Worknet
Resource Sharing Agreement**

I. PURPOSE

The purpose of this Agreement and Addenda between the Stanislaus Alliance Worknet Partners is to establish the terms and conditions under which the Partnership will share resources in the operation of the One-Stop System. Partners are listed on the Attachment A, and advisory notices regarding this Agreement shall be given to each partner.

II. DEFINITIONS

Agreement Manager: The person in the Partnership who is responsible for the oversight, monitoring and review of fiscal functions of the Resource Sharing Agreement.

Cost Allocation Budget: The written budget plan that details each Partner's contribution to the operation of the AW One-Stop System. The cost allocation plan is attached as Attachment C to the Resource Sharing Agreement and incorporated herein by reference.

Cost Allocation Plan Methodology: Section 662.270 of 20 CFR, Part 652

A methodology of distributing cost among the Partnership that determines each Partner's share of costs and expenses of the Partnership. Examples of cost allocation methodologies are as follows:

- Direct Charge: A specific identifiable cost, e.g. cash, equipment, furniture that can be allocated as a contribution by a Partner or Partners.
- Square Footage Percentage: Partners are allocated costs based on the percentage of square footage used at the Resource Center(s) and occupied by each Partner relative to the total space used and occupied by the Partnership. (This figure also includes the Partner's use of common space).
- FTE Percentage: Partners are allocated costs based on the number of Full Time Equivalent (FTE) employees available for the provision of core services at the Resource Center(s).

III. TIMEFRAME OF AGREEMENT

This Agreement becomes effective July 1, 2006, and continues until June 30, 2011, unless extended or terminated sooner as provided for herein.

IV. SHARING OF PARTNERSHIP COSTS

Costs of the Partnership shall be shared on an FTE percentage (representing shared staffing) and cost (representing facilities, supplies, communication, equipment/technology, subscriptions and periodicals, marketing, etc.) basis.

A summary of total estimated costs for the period of this Agreement and each Partner's estimated share is provided in **Attachment B**.

EQUITABLE DISTRIBUTION OF COSTS

Effective July 1, 2008, The Stanislaus Alliance Worknet will monitor and record:

- a. The usage of the AW Resource Centers by participants of each Partner's programs.
- b. The referrals made to each Partner's programs from the AW Resource Centers.

After one (1) year of recording the above data, the Agreement Manager will compile said data to determine the percentage of use/referrals attributed to each Partner. These percentages will be compared to each Partner's percentage of overall contributions to the AW Resource Centers. Adjustments to Partner contribution requirements may be made accordingly.

V. RESOURCE SHARING AGREEMENT MANAGEMENT

The Stanislaus County Alliance Worknet has been identified as the Agreement Manager. The Agreement Manager is responsible for oversight and review of shared costs for the Partnership as well as monitoring of the Partnership allocation methodology and funding information. The Agreement Manager is also responsible for the billing and payment of shared costs, if necessary. All notices regarding this Agreement shall be sent to the Agreement Manager at the following location:

Jeffrey Rowe
251 E. Hackett Road, C-2
P.O. Box 3389
Modesto, CA 95353-3389
Phone (209) 558-2113
FAX (209) 558-2164
E-mail rowej@Stanalliance.com

VI. BILLING AND PAYMENT

Billing and manner of payment of shared costs shall be as agreed to between the Agreement Manager and the individual partners, as necessary. Partners may incur all costs within their own operational budgets and budget reports indicating such costs may be used as documentation of payment. Other methods of payment may include, but are not limited to, journal voucher transaction or invoice and warrant transaction. All payments shall be made or reported to Partner A (AW), and will be on a cycle as agreed by the parties. Any Partner may make advance payment for any time period, if their funding source regulations allow such payments. Billing, if necessary, shall occur on a quarterly basis. All payments must be received no later than thirty (30) calendar days after receipt of invoice or notice for payment. If this Agreement is terminated, or if any Partner withdraws, in accordance with the termination provision contained herein, any payments due hereunder shall be prorated based on the effective date of the termination or withdrawal.

VII. AGREEMENT MODIFICATION

The Partners recognize that modification may, and likely will be, necessary during the period of the Resource Sharing Agreement. The Partners in the Resource Sharing Agreement will undertake modification of the Agreement collaboratively. Any modification to this Agreement, to be valid, must be in writing and signed by all Partners. Oral modification shall have no effect. If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected.

VIII. MONITORING

The Partners agree that performance and operations, as well as the cost allocations methodology of this Agreement will be reviewed by the Agreement Manager annually. The Agreement Manager will provide the Partners the results of this review so the Partners may determine if they wish to modify the Agreement in accordance with Section VI.

IX. ASSURANCES

- This Agreement will be interpreted under State Law or Federal Law as appropriate.
- Each Partner warrants that it will comply with all Federal, State and/or local laws and regulations that apply to this Agreement.
- It is understood and agreed by the Partners that employees receiving compensation for work performed under this Agreement are employees of the Partner Agency that compensates, supervises, trains, and provides benefits and other support to that employee.

- All press releases, brochures, printed material, reports and newsletters related to services under this Agreement will recognize the Partners and funding sources and be approved by all Partners prior to release.
- Areas designated as common areas within the Partnership facility may be used by all Partners. Each Partner will share in the cost of common space as set forth in Section IV and attachment A. These areas will be maintained by the building owner or leaseholder in good condition and in compliance with the applicable provisions of Americans with Disabilities Act, and the regulations issued thereunder.

X. INDEMNIFICATION

The Partners recognize that the Partnership consists of various levels of government and not for profit entities. Each Agency party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Agency Partner assumes any responsibility to any other party, for consequences of any act or omission of any third party. Each Agency Partner will hold harmless and defend all other Partners to this Agreement from any and all claims for damage, including costs and attorney fees resulting in whole or in part from the Partner or its Agents' activities under the Agreement.

XI. USE AND DISCLOSURE OF INFORMATION

Each Party to this Agreement shall use any private and confidential information, provided or owned by any other Party solely for the purpose for which the information was disclosed. No Party shall disclose or misuse any private or confidential information under this Agreement unless the disclosure is authorized by law. The misuse or unauthorized release or private and confidential information may subject the party, its Employees or Agents to fines and other applicable sanctions as defined under state and federal law.

In the event private and confidential information must be shared with any of the Partners to this Agreement, the Parties will enter a separate contractual agreement.

XII. TERMINATION

Reference to funds identified in support of this Resource Sharing Agreement is contingent on availability of those funds by the Partners. Any Partner may withdraw from this Agreement in the event that funding is either eliminated or reduced such that the Partner can no longer continue its participation in this Agreement. Such withdrawal shall be effective upon written notification to the Agreement Manager of the lack of funding, or upon the vacating of the premises by the Partner, whichever is later.

Any Partner may withdraw from this Agreement at any time by giving written notice of their withdrawal to the Agreement Manager at least thirty (30) calendar days prior to the effective date of withdrawal. Upon the withdrawal of any Partner, the costs associated with this Agreement shall be reallocated by the Agreement Manager among the remaining Partners and this Agreement shall be modified in writing accordingly. This Agreement may be terminated at any time upon written agreement of all Parties thereto.

XIII. DISPUTES


In the event that disputes should arise regarding the terms and conditions, the performance, or administration of this Agreement which cannot be resolved informally, the following procedure will be conducted: Each Party to this Agreement shall select an individual to participate in a dispute resolution panel; these individuals shall select, by simple majority vote, a person not a party to this Agreement who will chair the dispute resolution panel; the panel shall hear the facts of the dispute and render a decision by simple majority vote. This process shall be invoked before proceeding to any lawsuit or civil action.

XIV. FACILITY ALTERATIONS OR MODIFICATIONS

Should any of the Partners wish to make physical alterations or modifications to the facility, request for such shall be made to the facility owner, through the leaseholder if appropriate, detailing the requested alteration and/or modification. The request shall be subject to the approval of the facility owner and/or leaseholder. If approved, the cost of such alterations and/or modifications shall be the sole responsibility of the requesting Partner, unless otherwise agreed. Upon termination, expiration of this Agreement, or a Partner's withdrawal from the Agreement, the premises shall be returned to its normal condition, solely at the expense of the Partner who made the original alteration/modification, unless other arrangements are agreed to between the Partner and the building owner/leaseholder.

AUTHORITY AND SIGNATURES

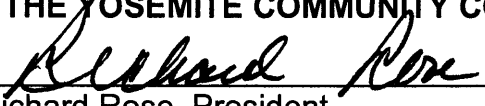
FOR THE STANISLAUS ECONOMIC DEVELOPMENT AND WORKFORCE ALLIANCE



Mr. Paul Van Konyenburg, Chair
Stanislaus Economic Development and Workforce Alliance

8/2/07
Date

FOR THE YOSEMITE COMMUNITY COLLEGE DISTRICT



Dr. Richard Rose, President,
Yosemite Community College District

7/12/07
Date

WIA Partners & Contact Information

Partner	Name	Business Address	Contact Name	Phone/E-Mail	Fax Number
A	Employment Development Department (EDD)	629 12 th Street Modesto, CA 95354 P.O. Box 3227 Modesto, CA 95353	Glenna Henson Manager	(209) 576-6007 ghenson2@edd.ca.gov	(209) 576-6093
B	Stanislaus Alliance Worknet (AW)	251 E. Hackett Rd. C2 P.O. Box 3389 Modesto, CA 95353-3389	Jeff Rowe, Director	(209) 652-1916 rowej@stanalliance.com	(209) 558-2164
C	California State Department of Vocational Rehabilitation (DOR)	1209 Woodrow Ave. Suite B1 Modesto, CA 95350	Kimball Dreiling Supervisor Dalia Banda-Davis	(209) 576-6115 kdreilin@dor.ca.gov (559) 444-2501	(209) 576-6116
D	Stanislaus County Community Services Agency (CSA)	251 E. Hackett Road P.O. Box 42 Modesto, CA 95353	Diane Tollefsen Manager II	(209) 558-2937 tollefsd@co.stanislaus.ca.us	(209) 558-2937
E	Central Valley Opportunity Center (CVOC)	6838 W. Bridget Ct. P.O. Box 1389 Winton, CA 95388	John Jepson Planning Director	(209) 357-0081 jepson@cvoc.org	(209) 357-0071
F	Housing Authority of Stanislaus County (HASC)	1701 Robertson Road P.O. Box 581918 Modesto, CA 95358	Bill Fagan Executive Director	(209) 557-2004 bill@stancoha.org sgentry@stancoha.org	(209) 557-2011
G	Ceres Unified School District (CUSD)	2503 Lawrence St. P.O. Box 307 Ceres, CA 95307	Jay Simmonds Director of Educational Options and Community Relations	(209) 556-1500 Ext. 1552 jsimmonds@ceres.k12.ca.us	(209) 541-0947
H	Yosemite Community College District (YCCD)	435 College Avenue Modesto, CA 95350	George Boodrookas Dean of Community & Economic Development	(209) 575-6714 boodrookasg@yosemite.cc.ca.us	(209) 575-6943
I	Stanislaus County Office of Education (SCOE)	1100 H Street Modesto, CA 95354	Tom Changnon Superintendent of Schools Cindy Young	(209) 525-4900 (209) 525-5093 tchangnon@stancoe.org hmeneses@stancoe.org cyoung@stancoe.org	(209) 525-5147 (209) 525-5108
J	The Alliance Small Business Development Center (SBDC)	1020 10 th Street Suite 102 Modesto, CA 95354	Kurtis Clark, Director Jackie Genova, A.A..	(209) 567-4910 director@alliancesbdc.com genovaja@alliancesbdc.com	(209) 567-4955

Stop System

Estimated Annual Contribution

Projected Budget	AW	Housing Authority	CUSD	SCOE	SBDC	YCCD	CVOC	CSA	EDD Modesto	EDD Turlock	VOC REHAB	Totals
AL STAFF COSTS	\$361,296.00	\$ 11,315.00		0.00	12,000.00		\$ 10,150.00		\$541,701.00	\$332,356.00	\$7,812.00	\$1,276,630.00
MINISTRATIVE STAFF & TECHNICAL SUPPORT	\$26,580.00								\$174,941.00	\$103,744.00		\$305,265.00
EFITS					3,500.00				\$269,388.00	\$165,281.00		\$438,169.00
AL STAFF & ADMINISTRATIVE COSTS	\$387,876.00	\$11,315.00			\$15,500.00		\$10,150.00		\$986,030.00	\$601,381.00	\$7,812.00	\$2,020,064.00
AL FTE'S	6				0.15				17.2	10.2	0.10	33.65
ATING EXPENSE & EQUIPMENT (Supplies, training & Travel)	\$15,083.00				4,000.00				\$251,378.00	\$149,073.00		\$419,534.00
AL FACILITY COSTS	\$119,309.00	\$ 6,000.00			2,500.00			\$ 5,940.00	\$58,458.00	\$179,142.00		\$371,349.00
AL EQUIPMENT/ TECHNOLOGY	\$56,826.00	\$ 1,500.00	\$ 3,000.00			\$30,000.00						\$91,326.00
AL SUPPLIES	\$12,547.00	\$ 1,652.00			\$ 300.00							\$14,499.00
scriptions/Periodicals	\$1,062.00	\$ 216.00										\$1,278.00
eting												
AL MISCELLANEOUS	\$2,594.00				\$ 900.00							\$3,494.00
AL CONTRIBUTIONS	\$595,297.00	\$20,683.00	\$3,000.00	0.00	\$23,200.00	\$30,000.00	\$10,150.00	\$5,940.00	\$1,295,866.00	\$929,596.00	\$7,812.00	\$2,921,544.00

ent of Total Operations
table Share

10%

One Stop Location

435 College Ave.; Modesto, CA 95350

Name of Organization

Yosemite Community College District (YCCD)

Projected Budget	Estimated Annual Contribution	Funding Source	Provided By	Total Resource Cost
STAFF COSTS				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Administrative Staff (FTE)				
TOTAL STAFF COSTS				
Administrative Staff & Technical Support				
Benefits				
TOTAL STAFF & ADMINISTRATIVE COST				
OPERATING EXPENSES & EQUIPMENT (OE&E)				
Equipment/Technology	\$30,000.00	General Fund	Modesto JC	\$30,000.00
Direct OE&E per position (includes: supplies, training & travel)				
TOTAL OPERATING EXPENSE & EQUIPMENT (OE&E)				
	\$30,000.00			\$30,000.00
FACILITY COSTS				
Rent/Leases				
Telephones				
HHSDC/CalJOBS				
Building & Grounds Maintenance				
Insurance				
Security				
Telecommunications				
TOTAL FACILITY COSTS				
EQUIPMENT COSTS				
Equipment (computers, copiers, fax machine, telephone, etc.)				
Maintenance of Equipment				
Software				
TOTAL EQUIPMENT COSTS				
SUPPLIES				
General supplies (Includes printing, Safety & FED EX)				
Printing				
Fed EX/UPS				
Safety Supplies				
TOTAL SUPPLIES				
Subscriptions/Periodicals (Include newspapers, magazines, internet, etc.)				
Internet (8-connections)				
Marketing				
Miscellaneous				
Postage				
Memberships				
Overhead				
TOTAL MISCELLANEOUS				
TOTAL CONTRIBUTIONS	\$30,000.00	General Fund	Modesto JC	\$30,000.00

Estimated Annual Contribution = The portion of your total cost that benefits the One Stop Center.

Funding Source = The source of funding used to pay for these costs.

Provided by = The partner providing the staff, equipment or service.



Alliance Worknet Partner Referral

From:

Date: _____
Contact: _____
Organization: _____
Phone #: _____
Fax #: _____

To:

Contact: _____
Organization: _____
Phone #: _____
Fax #: _____
Address: _____

The following customer is being referred to you for services:

Customer Name: _____
Social Security #: _____
Phone #: _____
Mailing Address: _____
City, State, Zip: _____

I hereby authorize the above representatives and organizations to release and share information about me to allow me to receive services and to enable them to serve me better.

Customer Signature: _____

Services Requested:

Partner Reply or Follow Up to Request:

Partner Contact Name (Please Print)

Date



Referencia a Socio de Alliance Worknet
(Alliance Worknet Partner Referral)

De:

Fecha: _____
Contacto: _____
Organización: _____
Teléfono: _____
Fax : _____

Para:

Contacto: _____
Organización: _____
Teléfono: _____
Fax : _____
Domicilio: _____

El siguiente cliente ha sido referido a usted para servicios:

Nombre del Cliente: _____
Seguro Social : _____
Teléfono : _____
Domicilio: _____
Ciudad, Estado, Código Postal: _____

Yo autorizo por este medio que los representantes y las organizaciones lancen y compartan mi información para permitir que yo reciba servicios y les permita servirme mejor.

Firma del Cliente: _____

Servicios Solicitados:

Respuesta del Socio o Continuación a la Petición:

Nombre De Socio (Letra Molde)

Fecha

MEMORANDUM OF UNDERSTANDING FOR STANISLAUS ALLIANCE WORKNET SERVICE DELIVERY PARTNERS

PURPOSE

The purpose of this agreement and addenda is to describe how core services; intensive services and training services will be provided to better serve mutual and common customers (job seekers, training and education seekers, and employers) in Stanislaus County. It is understood that the development and implementation of this partnership system will require mutual trust and teamwork among the agencies, all working together to accomplish shared goals. As such, this agreement is entered into with a spirit of cooperation by the designated parties as listed below.

This Agreement does not create a partnership as defined and governed by the Uniform Partnership Act, Corporations Code Section 15000 et. seq. The terms "partner" and "partnership" in this Agreement are used generically and are not intended to create or describe a legal relationship between the parties to this Agreement.

The guiding principles of this cooperative partnership are to:

- Offer as many employment, training and ancillary services as possible for employers and individuals seeking jobs or wishing to enhance their skills, and affording universal access to the system overall. Services will be integrated.
- Offer a wide array of useful information with easy access to needed services. Services will be comprehensive.
- Provide the means for customers to judge the quality of services and make informed choices about those services, which will meet their unique and individual needs. Services will be customer focused.
- Identify clear outcomes to be achieved and methods for measuring the agreed-upon outcomes, including customer satisfaction. Services will be performance based.

PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (MOU)

Two primary groups are parties to this agreement:

- **The Stanislaus County Economic Development and Workforce Alliance (The Alliance)**, also known as the Local Board with legal authority under the Workforce Investment Act (WIA) of 1998, with the agreement of the Stanislaus County Board of Supervisors (CLEO);

AND

- **The Local Partner Agencies**, which will be responsible for delivering services in the countywide Alliance Worknet One-Stop System throughout Stanislaus County, known as the Service Delivery Partners. The following programs are included as parties to this MOU:

PARTNER/PROGRAM

Stanislaus Alliance Worknet (AW)

Workforce Investment Act (WIA)

Older Workers Act Program

The Alliance Small Business Development Center (SBDC)

U.S. Small Business Administration Program including: Business Retention, Business Attraction, Business Research, and Small Business Development Center

Employment Development Department (EDD)

Job Service (Wagner-Peyser Act)

Veterans' Employment Services

Trade Adjustment Assistance Act (TAA)

North American Free Trade Act (NAFTA)

Unemployment Insurance (UI)

Migrant Seasonal Farm Workers (MSFW)

California State Department of Vocational Rehabilitation (DOR)

Rehabilitation Act of 1973, as amended by WIA

Housing Authority of Stanislaus County (HASC)

Housing and Urban Development Employment & Training Program

Family Self-Sufficiency Program (FSS)

Stanislaus County Office of Education (SCOE)

Regional Occupational Program (ROP)

Ceres Unified School District (CUSD)

Adult Education Act and Literacy Act

Central Valley Opportunity Center (CVOC)

Community Services Block Grant

WIA 167 Migrant Seasonal Farm Workers (MSFW) Program

Stanislaus County Community Services Agency (CSA)

StanWorks (CalWORKS – TANF)

Yosemite Community College District (YCCD)

Post-Secondary Vocational Education

Operators of these programs shall facilitate access to services on a regular or scheduled basis and shall form the Alliance Worknet One-Stop System of Stanislaus County. In addition, partners may contribute facility space, funding, staff and equipment to the Alliance Worknet One-Stop System.

LOCATION OF ONE-STOP SITES

The Alliance Worknet operates and maintains three (3) comprehensive One-Stop Locations:

Community Services Facility
251 E. Hackett Road C-2
Modesto, CA 95353

Employment Development Department
629 12th Street
Modesto, CA 95354

Employment Development Department (Opening in 2007)
125 N. Broadway Ave.
Turlock, CA 95380

PROGRAM GOALS

- A. Services will be received by: job seekers; employers; UI claimants; youth; seniors; veterans; StanWorks clients; WIA clients; the general public and others as specified in the individual partner addenda.
- B. Services will be delivered through self-help, in person, electronic access and by telephone. By working together with their common customers, various staff will integrate functions and cross train one another. From the customer viewpoint, services will be seamless. Information and services will be provided which will most directly meet the needs of each customer, with referral to additional services if needed.
- C. The Partnership Service System will be evaluated on the basis of performance and customer satisfaction with an emphasis on continuous improvement.

ALLIANCE WORKNET PERFORMANCE REQUIREMENTS

Accountability must drive the workforce investment system toward system goals. Therefore, the following goals must define the elements of accountability design in each One-Stop delivery area.

GOALS OF THE WORKFORCE INVESTMENT SYSTEM

- Ensure that Workforce Development participants are highly satisfied;
- Support Employers in Developing High Performance Workplaces;
- Enhance Linkage between Workforce Investment Services and Business Needs; and
- Ensure that the One-Stop Delivery System is successful in assisting individuals in entering, retaining or upgrading employment.

REPORTING ASSURANCES

As prescribed by the Workforce Investment Act and other applicable Federal, State laws and local regulations, all partners in the Alliance Worknet One-Stop system, as applicable to each partner and in compliance with each partner's confidentiality requirements will:

- Adhere to prescribed reporting schedules;
- Provide required performance data; and
- Provide data in a compatible format.

COLLECTIVE BARGAINING AGREEMENTS

This agreement will not supersede individual partner's collective bargaining agreements.

APPROVAL

This MOU is effective when signed by representatives of all partner agencies and agreement is given by the Chief Local Elected Official. Once signed, this agreement becomes a part of the WIA or any other similar State Plan submitted to the State of California. Individual parties to this agreement may or may not be represented on the Local Board itself.

If impasse occurs, parties will follow procedures as outlined in regulation 20 CFR Part 652 et al. Section 662.310.

NON-FINANCIAL AGREEMENT

This agreement is non-financial in nature, and binds no party or partner to financial obligations to any other. Financial and fiduciary arrangements to the Alliance Worknet are outlined in separate financial agreement between the Local Operators and the required and optional partner agencies respectively. Financial agreements between partners are optional.

TERM AND DURATION

The term of this agreement is from July 1, 2006 to June 30, 2011.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to the chair of the Local Workforce Investment Board at P.O. Box 3389, Modesto, CA 95353-3389 Attn: Chair of LWIB. Should any Alliance Worknet Partner withdraw, this MOU shall remain in effect with respect to the other remaining Alliance Worknet Partners.

ADOPTION, AMENDMENT, AND DISPUTES

Nothing in this agreement shall violate or supersede existing contracts or individual partner's laws, rules or regulations. Each service delivery partner reserves the right to modify the scope, direction, structure and content of this agreement based upon legislative changes, Local Board directives, availability of funding, or other circumstances as warranted and agreed upon by LWIB and partner agencies.

Service delivery partners shall first attempt to resolve all disputes informally at the lowest level starting with the site supervisor and staff. If dispute resolution is not accomplished, any party may call a meeting of the parties to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred to the WIB Executive Committee. The WIB Executive Committee shall mediate the dispute and shall have final administrative authority to resolve the issue.

Service delivery partners shall continue with the responsibilities under this agreement during any dispute.

CONFIDENTIALITY

Parties to this agreement agree to comply with the various provisions of their respective authorizing legislation, statutes, regulations and other provisions pertinent to their day-to-day operation to assure that:

- A. All customer documents shall be confidential and shall not be open to examination for any purpose not directly related to the delivery of partnership services.
- B. No person will publish, disclose, use, permit or cause to be published, disclosed or used, any confidential information pertaining to customers, participants or applicants, unless a specific, written, and signed consent form is provided by the customer, participant or applicant.
- C. Parties agree to share among the partners information necessary for provision of services under the Workforce Investment Act or other governing laws, statutes, regulations, ordinances or policies of the partner agencies.

NON-DISCRIMINATION CLAUSE

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any Alliance Worknet service user or applicant for employment due to gender, race, color, ethnicity, ancestry, sexual orientation, national origin, religion, physical disability, mental disability, medical conditions, age or marital status. Parties shall comply with the provisions of the Fair Employment & Housing Act (Government Code Section 12990) and related, applicable regulations.

AMERICANS WITH DISABILITIES ACT (ADA)

Each party assures its compliance with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

METHOD OF REFERRAL

Parties to this MOU agree to develop jointly and mutually implement processes acceptable to all for referral among the One-Stop partners. Parties agree to cross-train staff on the services of each participating Alliance Worknet partner and the spectrum of related services available through respective agencies. As appropriate, site visits, field trips, and joint training shall be available to staff conducting referrals. Partners will adopt a common form(s). (See Attachment D). Referrals may be by phone, fax or other process as agreed upon by partner agencies. Co-located partners for example, may have a different referral process of agencies not co-located. Alliance Worknet staff and partners will continuously evaluate and refine the process as needed. Partner agrees to refer its applicants and clients to other One-Stop Partner agencies, when such individuals may be eligible for the Partner Agency's services.

ROLE AND RESPONSIBILITIES OF PARTNER AGENCY

Stanislaus County Office of Education (SCOPE) contracts with local school districts to offer Regional Occupational Program (ROP) training.

SCOPE will provide information to local school districts, students and visitors who make inquiry as to the location, hours and services provided by the One-Stop.

The One-Stop will provide information to customers about ROP programs provided through SCOPE.

There shall be no costs related to SCOPE's participation as a supporting partner to the One-Stop.

THE ONE-STOP SYSTEM

In consideration of mutual aims and desires of the One-Stop 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 One-Stop Centers:

1. Core services as specified under the Workforce Investment Act, Title I-Subtitle B (WIA Title I and Federal Regulations 20 CFR section 662.240), including eligibility determination for multiple programs; outreach, and orientation; initial assessment, job search and placement assistance; career counseling; job listings; skills assessment; occupational demand; information on eligible training providers, labor market trends, availability of supportive services, performance outcomes, and filing claims for unemployment insurance; and follow-up services.
2. Intensive services as specified under the Workforce Investment Act (WIA Title I and Federal Regulations 20 CFR section 663.200), 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. Access to training services (WIA Title I and Federal Regulations 20 CFR section 663.300) 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.
4. Access to Wagner-Peyser services including job search, placement, placement, recruitment, and CalJOBS.
5. Access to One-Stop Programs and activities.
6. 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, and small business development assistance.

CalJOBS

Partner agrees that CalJOBS will be used as a labor exchange database for the One-Stops. The Employer Contact Management System (ECMS) provided by EDD to all partners will be utilized to coordinate employer outreach and prevent duplication of efforts as mandated by Assembly Bill 67.

ADDENDA:

Partner agencies, which are a party to this memorandum of understanding, will have partner addenda attached, which specifically documents their contributions to the Partnership Service System.

**Partner's Addendum II To
Stanislaus Alliance Worknet Service Delivery Partners
Memorandum Of Understanding # 07-10 i**

**Stanislaus Alliance Worknet
Resource Sharing Agreement**

I. PURPOSE

The purpose of this Agreement and Addenda between the Stanislaus Alliance Worknet Partners is to establish the terms and conditions under which the Partnership will share resources in the operation of the One-Stop System. Partners are listed on the Attachment A, and advisory notices regarding this Agreement shall be given to each partner.

II. DEFINITIONS

Agreement Manager: The person in the Partnership who is responsible for the oversight, monitoring and review of fiscal functions of the Resource Sharing Agreement.

Cost Allocation Budget: The written budget plan that details each Partner's contribution to the operation of the AW One-Stop System. The cost allocation plan is attached as Attachment C to the Resource Sharing Agreement and incorporated herein by reference.

Cost Allocation Plan Methodology: Section 662.270 of 20 CFR, Part 652

A methodology of distributing cost among the Partnership that determines each Partner's share of costs and expenses of the Partnership. Examples of cost allocation methodologies are as follows:

- Direct Charge: A specific identifiable cost, e.g. cash, equipment, furniture that can be allocated as a contribution by a Partner or Partners.
- Square Footage Percentage: Partners are allocated costs based on the percentage of square footage used at the Resource Center(s) and occupied by each Partner relative to the total space used and occupied by the Partnership. (This figure also includes the Partner's use of common space).
- FTE Percentage: Partners are allocated costs based on the number of Full Time Equivalent (FTE) employees available for the provision of core services at the Resource Center(s).

III. TIMEFRAME OF AGREEMENT

This Agreement becomes effective July 1, 2006, and continues until June 30, 2011, unless extended or terminated sooner as provided for herein.

IV. SHARING OF PARTNERSHIP COSTS

Costs of the Partnership shall be shared on an FTE percentage (representing shared staffing) and cost (representing facilities, supplies, communication, equipment/technology, subscriptions and periodicals, marketing, etc.) basis.

A summary of total estimated costs for the period of this Agreement and each Partner's estimated share is provided in **Attachment B**.

EQUITABLE DISTRIBUTION OF COSTS

Effective July 1, 2008, The Stanislaus Alliance Worknet will monitor and record:

- a. The usage of the AW Resource Centers by participants of each Partner's programs.
- b. The referrals made to each Partner's programs from the AW Resource Centers.

After one (1) year of recording the above data, the Agreement Manager will compile said data to determine the percentage of use/referrals attributed to each Partner. These percentages will be compared to each Partner's percentage of overall contributions to the AW Resource Centers. Adjustments to Partner contribution requirements may be made accordingly.

V. RESOURCE SHARING AGREEMENT MANAGEMENT

The Stanislaus County Alliance Worknet has been identified as the Agreement Manager. The Agreement Manager is responsible for oversight and review of shared costs for the Partnership as well as monitoring of the Partnership allocation methodology and funding information. The Agreement Manager is also responsible for the billing and payment of shared costs, if necessary. All notices regarding this Agreement shall be sent to the Agreement Manager at the following location:

Jeffrey Rowe
251 E. Hackett Road, C-2
P.O. Box 3389
Modesto, CA 95353-3389
Phone (209) 558-2113
FAX (209) 558-2164
E-mail rowej@Stanalliance.com

VI. BILLING AND PAYMENT

Billing and manner of payment of shared costs shall be as agreed to between the Agreement Manager and the individual partners, as necessary. Partners may incur all costs within their own operational budgets and budget reports indicating such costs may be used as documentation of payment. Other methods of payment may include, but are not limited to, journal voucher transaction or invoice and warrant transaction. All payments shall be made or reported to Partner A (AW), and will be on a cycle as agreed by the parties. Any Partner may make advance payment for any time period, if their funding source regulations allow such payments. Billing, if necessary, shall occur on a quarterly basis. All payments must be received no later than thirty (30) calendar days after receipt of invoice or notice for payment. If this Agreement is terminated, or if any Partner withdraws, in accordance with the termination provision contained herein, any payments due hereunder shall be prorated based on the effective date of the termination or withdrawal.

VII. AGREEMENT MODIFICATION

The Partners recognize that modification may, and likely will be, necessary during the period of the Resource Sharing Agreement. The Partners in the Resource Sharing Agreement will undertake modification of the Agreement collaboratively. Any modification to this Agreement, to be valid, must be in writing and signed by all Partners. Oral modification shall have no effect. If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected.

VIII. MONITORING

The Partners agree that performance and operations, as well as the cost allocations methodology of this Agreement will be reviewed by the Agreement Manager annually. The Agreement Manager will provide the Partners the results of this review so the Partners may determine if they wish to modify the Agreement in accordance with Section VI.

IX. ASSURANCES

- This Agreement will be interpreted under State Law or Federal Law as appropriate.
- Each Partner warrants that it will comply with all Federal, State and/or local laws and regulations that apply to this Agreement.
- It is understood and agreed by the Partners that employees receiving compensation for work performed under this Agreement are employees of the Partner Agency that compensates, supervises, trains, and provides benefits and other support to that employee.

- All press releases, brochures, printed material, reports and newsletters related to services under this Agreement will recognize the Partners and funding sources and be approved by all Partners prior to release.
- Areas designated as common areas within the Partnership facility may be used by all Partners. Each Partner will share in the cost of common space as set forth in Section IV and attachment A. These areas will be maintained by the building owner or leaseholder in good condition and in compliance with the applicable provisions of Americans with Disabilities Act, and the regulations issued thereunder.

X. INDEMNIFICATION

The Partners recognize that the Partnership consists of various levels of government and not for profit entities. Each Agency party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Agency Partner assumes any responsibility to any other party, for consequences of any act or omission of any third party. Each Agency Partner will hold harmless and defend all other Partners to this Agreement from any and all claims for damage, including costs and attorney fees resulting in whole or in part from the Partner or its Agents' activities under the Agreement.

XI. USE AND DISCLOSURE OF INFORMATION

Each Party to this Agreement shall use any private and confidential information, provided or owned by any other Party solely for the purpose for which the information was disclosed. No Party shall disclose or misuse any private or confidential information under this Agreement unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information may subject the party, its Employees or Agents to fines and other applicable sanctions as defined under state and federal law.

In the event private and confidential information must be shared with any of the Partners to this Agreement, the Parties will enter a separate contractual agreement.

XII. TERMINATION

Reference to funds identified in support of this Resource Sharing Agreement is contingent on availability of those funds by the Partners. Any Partner may withdraw from this Agreement in the event that funding is either eliminated or reduced such that the Partner can no longer continue its participation in this Agreement. Such withdrawal shall be effective upon written notification to the Agreement Manager of the lack of funding, or upon the vacating of the premises by the Partner, whichever is later.

Any Partner may withdraw from this Agreement at any time by giving written notice of their withdrawal to the Agreement Manager at least thirty (30) calendar days prior to the effective date of withdrawal. Upon the withdrawal of any Partner, the costs associated with this Agreement shall be reallocated by the Agreement Manager among the remaining Partners and this Agreement shall be modified in writing accordingly. This Agreement may be terminated at any time upon written agreement of all Parties thereto.

XIII. DISPUTES

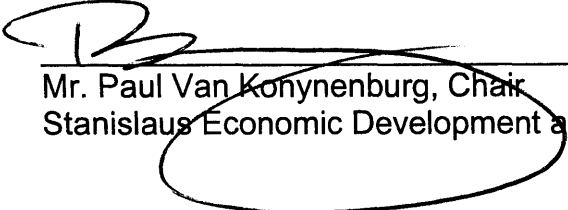
In the event that disputes should arise regarding the terms and conditions, the performance, or administration of this Agreement which cannot be resolved informally, the following procedure will be conducted: Each Party to this Agreement shall select an individual to participate in a dispute resolution panel; these individuals shall select, by simple majority vote, a person not a party to this Agreement who will chair the dispute resolution panel; the panel shall hear the facts of the dispute and render a decision by simple majority vote. This process shall be invoked before proceeding to any lawsuit or civil action.

XIV. FACILITY ALTERATIONS OR MODIFICATIONS

Should any of the Partners wish to make physical alterations or modifications to the facility, request for such shall be made to the facility owner, through the leaseholder if appropriate, detailing the requested alteration and/or modification. The request shall be subject to the approval of the facility owner and/or leaseholder. If approved, the cost of such alterations and/or modifications shall be the sole responsibility of the requesting Partner, unless otherwise agreed. Upon termination, expiration of this Agreement, or a Partner's withdrawal from the Agreement, the premises shall be returned to its normal condition, solely at the expense of the Partner who made the original alteration/modification, unless other arrangements are agreed to between the Partner and the building owner/leaseholder.

AUTHORITY AND SIGNATURES


FOR THE STANISLAUS ECONOMIC DEVELOPMENT AND WORKFORCE ALLIANCE



Mr. Paul Van Konynenburg, Chair
Stanislaus Economic Development and Workforce Alliance

8/2/07
Date

FOR THE STANISLAUS COUNTY OFFICE OF EDUCATION



Mr. Tom Changnon, Superintendent of Schools
Stanislaus County Office of Education

7-09-07
Date

SBA Partners & Contact Information

Partner	Name	Business Address	Contact Name	Phone/E-Mail	Fax Number
A	Employment Development Department (EDD)	629 12 th Street Modesto, CA 95354 P.O. Box 3227 Modesto, CA 95353	Glenna Henson Manager	(209) 576-6007 ghenson2@edd.ca.gov	(209) 576-6093
B	Stanislaus Alliance Worknet (AW)	251 E. Hackett Rd. C2 P.O. Box 3389 Modesto, CA 95353-3389	Jeff Rowe, Director	(209) 652-1916 rowej@stanalliance.com	(209) 558-2164
C	California State Department of Vocational Rehabilitation (DOR)	1209 Woodrow Ave. Suite B1 Modesto, CA 95350	Kimball Dreiling Supervisor Dalia Banda-Davis	(209) 576-6115 kdreilin@dor.ca.gov (559) 444-2501	(209) 576-6116
D	Stanislaus County Community Services Agency (CSA)	251 E. Hackett Road P.O. Box 42 Modesto, CA 95353	Diane Tollefson Manager II	(209) 558-2937 tollefsd@co.stanislaus.ca.us	(209) 558-2937
E	Central Valley Opportunity Center (CVOC)	6838 W. Bridget Ct. P.O. Box 1389 Winton, CA 95388	John Jepson Planning Director	(209) 357-0081 jepson@cvoc.org	(209) 357-0071
F	Housing Authority of Stanislaus County (HASC)	1701 Robertson Road P.O. Box 581918 Modesto, CA 95358	Bill Fagan Executive Director	(209) 557-2004 bill@stancoha.org sgentry@stancoha.org	(209) 557-2011
G	Ceres Unified School District (CUSD)	2503 Lawrence St. P.O. Box 307 Ceres, CA 95307	Jay Simmonds Director of Educational Options and Community Relations	(209) 556-1500 Ext. 1552 jsimmonds@ceres.k12.ca.us	(209) 541-0947
H	Yosemite Community College District (YCCD)	435 College Avenue Modesto, CA 95350	George Boodrookas Dean of Community & Economic Development	(209) 575-6714 boodrookasg@yosemite.cc.ca.us	(209) 575-6943
I	Stanislaus County Office of Education (SCOE)	1100 H Street Modesto, CA 95354	Tom Changnon Superintendent of Schools Cindy Young	(209) 525-4900 (209) 525-5093 tchangnon@stancoe.org hmeneses@stancoe.org cyoung@stancoe.org	(209) 525-5147 (209) 525-5108
J	The Alliance Small Business Development Center (SBDC)	1020 10 th Street Suite 102 Modesto, CA 95354	Kurtis Clark, Director Jackie Genova, A.A..	(209) 567-4910 director@alliancesbdc.com genovaja@alliancesbdc.com	(209) 567-4955

One Stop System

Estimated Annual Contribution

Projected Budget	AW	Housing Authority	CUSD	SCOE	SBDC	YCCD	CVOC	CSA	EDD Modesto	EDD Turlock	VOC REHAB	Totals
TOTAL STAFF COSTS	\$361,296.00	\$ 11,315.00		0.00	12,000.00		\$ 10,150.00		\$541,701.00	\$332,356.00	\$7,812.00	\$1,276,630.00
ADMINISTRATIVE STAFF & TECHNICAL SUPPORT	\$26,580.00								\$174,941.00	\$103,744.00		\$305,265.00
WELFARE BENEFITS					3,500.00				\$269,388.00	\$165,281.00		\$438,169.00
TOTAL STAFF & ADMINISTRATIVE COSTS	\$387,876.00	\$11,315.00			\$15,500.00		\$10,150.00		\$986,030.00	\$601,381.00	\$7,812.00	\$2,020,064.00
TOTAL FTE'S	6				0.15				17.2	10.2	0.10	33.65
OPERATING EXPENSE & EQUIPMENT (Supplies, training & Travel)	\$15,083.00				4,000.00				\$251,378.00	\$149,073.00		\$419,534.00
TOTAL FACILITY COSTS	\$119,309.00	\$ 6,000.00			2,500.00			\$ 5,940.00	\$58,458.00	\$179,142.00		\$371,349.00
TOTAL EQUIPMENT/ TECHNOLOGY	\$56,826.00	\$ 1,500.00	\$ 3,000.00			\$30,000.00						\$91,326.00
TOTAL SUPPLIES	\$12,547.00	\$ 1,652.00			\$ 300.00							\$14,499.00
Subscriptions/Periodicals	\$1,062.00	\$ 216.00										\$1,278.00
Marketing												
TOTAL MISCELLANEOUS	\$2,594.00				\$ 900.00							\$3,494.00
TOTAL CONTRIBUTIONS	\$595,297.00	\$20,683.00	\$3,000.00	0.00	\$23,200.00	\$30,000.00	\$10,150.00	\$5,940.00	\$1,295,866.00	\$929,596.00	\$7,812.00	\$2,921,544.00

Percent of Total Operations
Equitable Share

10%

Name of Organization

Stanislaus County Office of Education (SCOE)

Projected Budget	Estimated Annual Contribution	Funding Source	Provided By	Total Resource Cost
STAFF COSTS				
Resource Center Staff (FTE)	0.00			0.00
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Administrative Staff (FTE)				
TOTAL STAFF COSTS				
Administrative Staff & Technical Support	0.00			0.00
Benefits				
TOTAL STAFF & ADMINISTRATIVE COST				
	0.00			0.00
OPERATING EXPENSES & EQUIPMENT (OE&E)				
Equipment/Technology				
Direct OE&E per position (includes: supplies, training & travel)				
TOTAL OPERATING EXPENSE & EQUIPMENT (OE&E)				
	0.00			0.00
FACILITY COSTS				
Rent/Leases (including utilities)				
Telephones				
HHSDC/CalJOBS				
Building & Grounds Maintenance				
Insurance				
Security				
Telecommunications				
TOTAL FACILITY COSTS				
	0.00			0.00
EQUIPMENT COSTS				
Equipment (computers, copiers, fax machine, telephone, etc.)				
Maintenance of Equipment				
Software				
TOTAL EQUIPMENT COSTS				
	0.00			0.00
SUPPLIES				
General supplies (Includes printing, Safety & FED EX)				
Printing				
Fed EX/UPS				
Safety Supplies				
TOTAL SUPPLIES				
	0.00			0.00
Subscriptions/Periodicals				
(Include newspapers, magazines, internet, etc.)				
Internet (8-connections)				
Marketing				
Miscellaneous				
Postage				
Memberships				
Overhead				
TOTAL MISCELLANEOUS				
	0.00			0.00
TOTAL CONTRIBUTIONS				
	0.00			0.00

Estimated Annual Contribution = The portion of your total cost that benefits the One Stop Center.

Funding Source = The source of funding used to pay for these costs.

Provided by = The partner providing the staff, equipment or service.



Alliance Worknet Partner Referral

From:

Date: _____
Contact: _____
Organization: _____
Phone #: _____
Fax #: _____

To:

Contact: _____
Organization: _____
Phone #: _____
Fax #: _____
Address: _____

The following customer is being referred to you for services:

Customer Name: _____
Social Security #: _____
Phone #: _____
Mailing Address: _____
City, State, Zip: _____

I hereby authorize the above representatives and organizations to release and share information about me to allow me to receive services and to enable them to serve me better.

Customer Signature: _____

Services Requested:

Partner Reply or Follow Up to Request:

Partner Contact Name (Please Print)

Date



Referencia a Socio de Alliance Worknet
(Alliance Worknet Partner Referral)

De:

Fecha: _____
Contacto: _____
Organización: _____
Teléfono: _____
Fax: _____

Para:

Contacto: _____
Organización: _____
Teléfono: _____
Fax: _____
Domicilio: _____

El siguiente cliente ha sido referido a usted para servicios:

Nombre del Cliente: _____
Seguro Social : _____
Teléfono : _____
Domicilio: _____
Ciudad, Estado, Código Postal: _____

Yo autorizo por este medio que los representantes y las organizaciones lancen y compartan mi información para permitir que yo reciba servicios y les permita servirme mejor.

Firma del Cliente: _____

Servicios Solicitados:

Respuesta del Socio o Continuación a la Petición:

Nombre De Socio (Letra Molde)

Fecha

MEMORANDUM OF UNDERSTANDING FOR STANISLAUS ALLIANCE WORKNET SERVICE DELIVERY PARTNERS

PURPOSE

The purpose of this agreement and addenda is to describe how core services; intensive services and training services will be provided to better serve mutual and common customers (job seekers, training and education seekers, and employers) in Stanislaus County. It is understood that the development and implementation of this partnership system will require mutual trust and teamwork among the agencies, all working together to accomplish shared goals. As such, this agreement is entered into with a spirit of cooperation by the designated parties as listed below.

This Agreement does not create a partnership as defined and governed by the Uniform Partnership Act, Corporations Code Section 15000 et. seq. The terms “partner” and “partnership” in this Agreement are used generically and are not intended to create or describe a legal relationship between the parties to this Agreement.

The guiding principles of this cooperative partnership are to:

- Offer as many employment, training and ancillary services as possible for employers and individuals seeking jobs or wishing to enhance their skills, and affording universal access to the system overall. Services will be integrated.
- Offer a wide array of useful information with easy access to needed services. Services will be comprehensive.
- Provide the means for customers to judge the quality of services and make informed choices about those services, which will meet their unique and individual needs. Services will be customer focused.
- Identify clear outcomes to be achieved and methods for measuring the agreed-upon outcomes, including customer satisfaction. Services will be performance based.

PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (MOU)

Two primary groups are parties to this agreement:

- **The Stanislaus County Economic Development and Workforce Alliance (The Alliance)**, also known as the Local Board with legal authority under the Workforce Investment Act (WIA) of 1998, with the agreement of the Stanislaus County Board of Supervisors (CLEO);

AND

- **The Local Partner Agencies**, which will be responsible for delivering services in the countywide Alliance Worknet One-Stop System throughout Stanislaus County, known as the Service Delivery Partners. The following programs are included as parties to this MOU:

PARTNER/PROGRAM

Stanislaus Alliance Worknet (AW)

Workforce Investment Act (WIA)

Older Workers Act Program

The Alliance Small Business Development Center (SBDC)

U.S. Small Business Administration Program including: Business Retention,

Business Attraction, Business Research, and

Small Business Development Center

Employment Development Department (EDD)

Job Service (Wagner-Peyser Act)

Veterans' Employment Services

Trade Adjustment Assistance Act (TAA)

North American Free Trade Act (NAFTA)

Unemployment Insurance (UI)

Migrant Seasonal Farm Workers (MSFW)

California State Department of Vocational Rehabilitation (DOR)

Rehabilitation Act of 1973, as amended by WIA

Housing Authority of Stanislaus County (HASC)

Housing and Urban Development Employment & Training Program

Family Self-Sufficiency Program (FSS)

Stanislaus County Office of Education (SCOE)

Regional Occupational Program (ROP)

Ceres Unified School District (CUSD)

Adult Education Act and Literacy Act

Central Valley Opportunity Center (CVOC)

Community Services Block Grant

WIA 167 Migrant Seasonal Farm Workers (MSFW) Program

Stanislaus County Community Services Agency (CSA)

StanWorks (CalWORKS – TANF)

Yosemite Community College District (YCCD)

Post-Secondary Vocational Education

Operators of these programs shall facilitate access to services on a regular or scheduled basis and shall form the Alliance Worknet One-Stop System of Stanislaus County. In addition, partners may contribute facility space, funding, staff and equipment to the Alliance Worknet One-Stop System.

LOCATION OF ONE-STOP SITES

The Alliance Worknet operates and maintains three (3) comprehensive One-Stop Locations:

Community Services Facility
251 E. Hackett Road C-2
Modesto, CA 95353

Employment Development Department
629 12th Street
Modesto, CA 95354

Employment Development Department (Opening in 2007)
125 N. Broadway Ave.
Turlock, CA 95380

PROGRAM GOALS

- A. Services will be received by: job seekers; employers; UI claimants; youth; seniors; veterans; StanWorks clients; WIA clients; the general public and others as specified in the individual partner addenda.
- B. Services will be delivered through self-help, in person, electronic access and by telephone. By working together with their common customers, various staff will integrate functions and cross train one another. From the customer viewpoint, services will be seamless. Information and services will be provided which will most directly meet the needs of each customer, with referral to additional services if needed.
- C. The Partnership Service System will be evaluated on the basis of performance and customer satisfaction with an emphasis on continuous improvement.

ALLIANCE WORKNET PERFORMANCE REQUIREMENTS

Accountability must drive the workforce investment system toward system goals. Therefore, the following goals must define the elements of accountability design in each One-Stop delivery area.

GOALS OF THE WORKFORCE INVESTMENT SYSTEM

- Ensure that Workforce Development participants are highly satisfied;
- Support Employers in Developing High Performance Workplaces;
- Enhance Linkage between Workforce Investment Services and Business Needs; and
- Ensure that the One-Stop Delivery System is successful in assisting individuals in entering, retaining or upgrading employment.

REPORTING ASSURANCES

As prescribed by the Workforce Investment Act and other applicable Federal, State laws and local regulations, all partners in the Alliance Worknet One-Stop System, as applicable to each partner and in compliance with each partner's confidentiality requirements will:

- Adhere to prescribed reporting schedules;
- Provide required performance data; and
- Provide data in a compatible format.

COLLECTIVE BARGAINING AGREEMENTS

This agreement will not supersede individual partner's collective bargaining agreements.

APPROVAL

This MOU is effective when signed by representatives of all partner agencies and agreement is given by the Chief Local Elected Official. Once signed, this agreement becomes a part of the WIA or any other similar State Plan submitted to the State of California. Individual parties to this agreement may or may not be represented on the Local Board itself.

If impasse occurs, parties will follow procedures as outlined in regulation 20 CFR Part 652 et al. Section 662.310.

NON-FINANCIAL AGREEMENT

This agreement is non-financial in nature, and binds no party or partner to financial obligations to any other. Financial and fiduciary arrangements to the Alliance Worknet are outlined in separate financial agreement between the Local Operators and the required and optional partner agencies respectively. Financial agreements between partners are optional.

TERM AND DURATION

The term of this agreement is from July 1, 2006 to June 30, 2011.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to the chair of the Local Workforce Investment Board at P.O. Box 3389, Modesto, CA 95353-3389 Attn: Chair of LWIB. Should any Alliance Worknet Partner withdraw, this MOU shall remain in effect with respect to the other remaining Alliance Worknet Partners.

ADOPTION, AMENDMENT, AND DISPUTES

Nothing in this agreement shall violate or supersede existing contracts or individual partner's laws, rules or regulations. Each service delivery partner reserves the right to modify the scope, direction, structure and content of this agreement based upon legislative changes, Local Board directives, availability of funding, or other circumstances as warranted and agreed upon by LWIB and partner agencies.

Service delivery partners shall first attempt to resolve all disputes informally at the lowest level starting with the site supervisor and staff. If dispute resolution is not accomplished, any party may call a meeting of the parties to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred to the WIB Executive Committee. The WIB Executive Committee shall mediate the dispute and shall have final administrative authority to resolve the issue.

Service delivery partners shall continue with the responsibilities under this agreement during any dispute.

CONFIDENTIALITY

Parties to this agreement agree to comply with the various provisions of their respective authorizing legislation, statutes, regulations and other provisions pertinent to their day-to-day operation to assure that:

- A. All customer documents shall be confidential and shall not be open to examination for any purpose not directly related to the delivery of partnership services.
- B. No person will publish, disclose, use, permit or cause to be published, disclosed or used, any confidential information pertaining to customers, participants or applicants, unless a specific, written, and signed consent form is provided by the customer, participant or applicant.
- C. Parties agree to share among the partners information necessary for provision of services under the Workforce Investment Act or other governing laws, statutes, regulations, ordinances or policies of the partner agencies.

NON-DISCRIMINATION CLAUSE

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any Alliance Worknet service user or applicant for employment due to gender, race, color, ethnicity, ancestry, sexual orientation, national origin, religion, physical disability, mental disability, medical conditions, age or marital status. Parties shall comply with the provisions of the Fair Employment & Housing Act (Government Code Section 12990) and related, applicable regulations.

AMERICANS WITH DISABILITIES ACT (ADA)

Each party assures its compliance with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

METHOD OF REFERRAL

Parties to this MOU agree to develop jointly and mutually implement processes acceptable to all for referral among the One-Stop partners. Parties agree to cross-train staff on the services of each participating Alliance Worknet partner and the spectrum of related services available through respective agencies. As appropriate, site visits, field trips, and joint training shall be available to staff conducting referrals. Partners will adopt a common form(s). (See Attachment D). Referrals may be by phone, fax or other process as agreed upon by partner agencies. Co-located partners for example, may have a different referral process of agencies not co-located. Alliance Worknet staff and partners will continuously evaluate and refine the process as needed. Partner agrees to refer its applicants and clients to other One-Stop Partner agencies, when such individuals may be eligible for the Partner Agency's services.

ROLE AND RESPONSIBILITIES OF PARTNER AGENCY

The Alliance Small Business Development Center (SBDC) assists with development, expansion, and retention of businesses. SBDC offers one-on-one professional counseling, workshops and seminars designed to meet the needs of entrepreneurs and small business owners interested in improving their business skills and acumen.

THE ONE-STOP SYSTEM

In consideration of mutual aims and desires of the One-Stop 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 One-Stop Centers:

1. Core services as specified under the Workforce Investment Act, Title I-Subtitle B (WIA Title I and Federal Regulations 20 CFR section 662.240), including eligibility determination for multiple programs; outreach, and orientation; initial assessment, job search and placement assistance; career counseling; job listings; skills assessment; occupational demand; information on eligible training providers, labor market trends, availability of supportive services, performance outcomes, and filing claims for unemployment insurance; and follow-up services.
2. Intensive services as specified under the Workforce Investment Act (WIA Title I and Federal Regulations 20 CFR section 663.200), 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. Access to training services (WIA Title I and Federal Regulations 20 CFR section 663.300) 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.
4. Access to Wagner-Peyser services including job search, placement, placement, recruitment, and CalJOBS.
5. Access to One-Stop Programs and activities.
6. 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, and small business development assistance.

CalJOBS

Partner agrees that CalJOBS will be used as a labor exchange database for the One-Stops. The Employer Contact Management System (ECMS) provided by EDD to all partners will be utilized to coordinate employer outreach and prevent duplication of efforts as mandated by Assembly Bill 67.

ADDENDA:

Partner agencies, which are a party to this memorandum of understanding, will have partner addenda attached, which specifically documents their contributions to the Partnership Service System.

**Partner's Addendum II To
Stanislaus Alliance Worknet Service Delivery Partners
Memorandum Of Understanding # 07-10 J**

**Stanislaus Alliance Worknet
Resource Sharing Agreement**

I. PURPOSE

The purpose of this Agreement and Addenda between the Stanislaus Alliance Worknet Partners is to establish the terms and conditions under which the Partnership will share resources in the operation of the One-Stop System. Partners are listed on the Attachment A, and advisory notices regarding this Agreement shall be given to each partner.

II. DEFINITIONS

Agreement Manager: The person in the Partnership who is responsible for the oversight, monitoring and review of fiscal functions of the Resource Sharing Agreement.

Cost Allocation Budget: The written budget plan that details each Partner's contribution to the operation of the AW One-Stop System. The cost allocation plan is attached as Attachment C to the Resource Sharing Agreement and incorporated herein by reference.

Cost Allocation Plan Methodology: Section 662.270 of 20 CFR, Part 652

A methodology of distributing cost among the Partnership that determines each Partner's share of costs and expenses of the Partnership. Examples of cost allocation methodologies are as follows:

- Direct Charge: A specific identifiable cost, e.g. cash, equipment, furniture that can be allocated as a contribution by a Partner or Partners.
- Square Footage Percentage: Partners are allocated costs based on the percentage of square footage used at the Resource Center(s) and occupied by each Partner relative to the total space used and occupied by the Partnership. (This figure also includes the Partner's use of common space).
- FTE Percentage: Partners are allocated costs based on the number of Full Time Equivalent (FTE) employees available for the provision of core services at the Resource Center(s).

III. TIMEFRAME OF AGREEMENT

This Agreement becomes effective July 1, 2006, and continues until June 30, 2011, unless extended or terminated sooner as provided for herein.

IV. SHARING OF PARTNERSHIP COSTS

Costs of the Partnership shall be shared on an FTE percentage (representing shared staffing) and cost (representing facilities, supplies, communication, equipment/technology, subscriptions and periodicals, marketing, etc.) basis.

A summary of total estimated costs for the period of this Agreement and each Partner's estimated share is provided in **Attachment B**.

EQUITABLE DISTRIBUTION OF COSTS

Effective July 1, 2008, The Stanislaus Alliance Worknet will monitor and record:

- a. The usage of the AW Resource Centers by participants of each Partner's programs.
- b. The referrals made to each Partner's programs from the AW Resource Centers.

After one (1) year of recording the above data, the Agreement Manager will compile said data to determine the percentage of use/referrals attributed to each Partner. These percentages will be compared to each Partner's percentage of overall contributions to the AW Resource Centers. Adjustments to Partner contribution requirements may be made accordingly.

V. RESOURCE SHARING AGREEMENT MANAGEMENT

The Stanislaus County Alliance Worknet has been identified as the Agreement Manager. The Agreement Manager is responsible for oversight and review of shared costs for the Partnership as well as monitoring of the Partnership allocation methodology and funding information. The Agreement Manager is also responsible for the billing and payment of shared costs, if necessary. All notices regarding this Agreement shall be sent to the Agreement Manager at the following location:

Jeffrey Rowe
251 E. Hackett Road, C-2
P.O. Box 3389
Modesto, CA 95353-3389
Phone (209) 558-2113
FAX (209) 558-2164
E-mail rowej@Stanalliance.com

VI. BILLING AND PAYMENT

Billing and manner of payment of shared costs shall be as agreed to between the Agreement Manager and the individual partners, as necessary. Partners may incur all costs within their own operational budgets and budget reports indicating such costs may be used as documentation of payment. Other methods of payment may include, but are not limited to, journal voucher transaction or invoice and warrant transaction. All payments shall be made or reported to Partner A (AW), and will be on a cycle as agreed by the parties. Any Partner may make advance payment for any time period, if their funding source regulations allow such payments. Billing, if necessary, shall occur on a quarterly basis. All payments must be received no later than thirty (30) calendar days after receipt of invoice or notice for payment. If this Agreement is terminated, or if any Partner withdraws, in accordance with the termination provision contained herein, any payments due hereunder shall be prorated based on the effective date of the termination or withdrawal.

VII. AGREEMENT MODIFICATION

The Partners recognize that modification may, and likely will be, necessary during the period of the Resource Sharing Agreement. The Partners in the Resource Sharing Agreement will undertake modification of the Agreement collaboratively. Any modification to this Agreement, to be valid, must be in writing and signed by all Partners. Oral modification shall have no effect. If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected.

VIII. MONITORING

The Partners agree that performance and operations, as well as the cost allocations methodology of this Agreement will be reviewed by the Agreement Manager annually. The Agreement Manager will provide the Partners the results of this review so the Partners may determine if they wish to modify the Agreement in accordance with Section VI.

IX. ASSURANCES

- This Agreement will be interpreted under State Law or Federal Law as appropriate.
- Each Partner warrants that it will comply with all Federal, State and/or local laws and regulations that apply to this Agreement.
- It is understood and agreed by the Partners that employees receiving compensation for work performed under this Agreement are employees of the Partner Agency that compensates, supervises, trains, and provides benefits and other support to that employee.

- All press releases, brochures, printed material, reports and newsletters related to services under this Agreement will recognize the Partners and funding sources and be approved by all Partners prior to release.
- Areas designated as common areas within the Partnership facility may be used by all Partners. Each Partner will share in the cost of common space as set forth in Section IV and attachment A. These areas will be maintained by the building owner or leaseholder in good condition and in compliance with the applicable provisions of Americans with Disabilities Act, and the regulations issued thereunder.

X. INDEMNIFICATION

The Partners recognize that the Partnership consists of various levels of government and not for profit entities. Each Agency party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Agency Partner assumes any responsibility to any other party, for consequences of any act or omission of any third party. Each Agency Partner will hold harmless and defend all other Partners to this Agreement from any and all claims for damage, including costs and attorney fees resulting in whole or in part from the Partner or its Agents' activities under the Agreement.

XI. USE AND DISCLOSURE OF INFORMATION

Each Party to this Agreement shall use any private and confidential information, provided or owned by any other Party solely for the purpose for which the information was disclosed. No Party shall disclose or misuse any private or confidential information under this Agreement unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information may subject the party, its Employees or Agents to fines and other applicable sanctions as defined under state and federal law.

In the event private and confidential information must be shared with any of the Partners to this Agreement, the Parties will enter a separate contractual agreement.

XII. TERMINATION

Reference to funds identified in support of this Resource Sharing Agreement is contingent on availability of those funds by the Partners. Any Partner may withdraw from this Agreement in the event that funding is either eliminated or reduced such that the Partner can no longer continue its participation in this Agreement. Such withdrawal shall be effective upon written notification to the Agreement Manager of the lack of funding, or upon the vacating of the premises by the Partner, whichever is later.

Any Partner may withdraw from this Agreement at any time by giving written notice of their withdrawal to the Agreement Manager at least thirty (30) calendar days prior to the effective date of withdrawal. Upon the withdrawal of any Partner, the costs associated with this Agreement shall be reallocated by the Agreement Manager among the remaining Partners and this Agreement shall be modified in writing accordingly. This Agreement may be terminated at any time upon written agreement of all Parties thereto.

XIII. DISPUTES

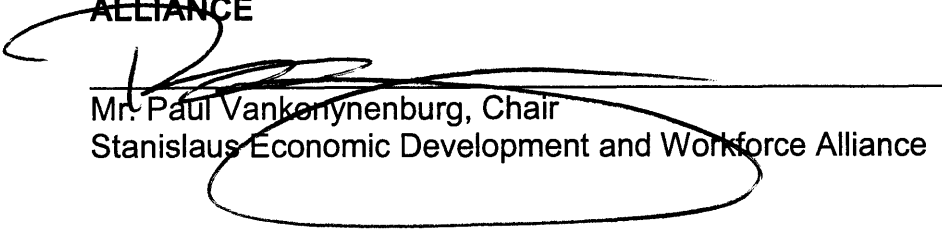
In the event that disputes should arise regarding the terms and conditions, the performance, or administration of this Agreement which cannot be resolved informally, the following procedure will be conducted: Each Party to this Agreement shall select an individual to participate in a dispute resolution panel; these individuals shall select, by simple majority vote, a person not a party to this Agreement who will chair the dispute resolution panel; the panel shall hear the facts of the dispute and render a decision by simple majority vote. This process shall be invoked before proceeding to any lawsuit or civil action.

XIV. FACILITY ALTERATIONS OR MODIFICATIONS

Should any of the Partners wish to make physical alterations or modifications to the facility, request for such shall be made to the facility owner, through the leaseholder if appropriate, detailing the requested alteration and/or modification. The request shall be subject to the approval of the facility owner and/or leaseholder. If approved, the cost of such alterations and/or modifications shall be the sole responsibility of the requesting Partner, unless otherwise agreed. Upon termination, expiration of this Agreement, or a Partner's withdrawal from the Agreement, the premises shall be returned to its normal condition, solely at the expense of the Partner who made the original alteration/modification, unless other arrangements are agreed to between the Partner and the building owner/leaseholder.

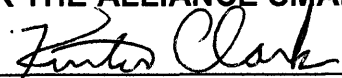
AUTHORITY AND SIGNATURES

FOR THE STANISLAUS ECONOMIC DEVELOPMENT AND WORKFORCE ALLIANCE


Mr. Paul Vankonynenburg, Chair
Stanislaus Economic Development and Workforce Alliance

8/2/07
Date

FOR THE ALLIANCE SMALL BUSINESS DEVELOPMENT CENTER


Mr. Kurtis Clark, Director
The Alliance Small Business Development Center

7-24-07
Date

VIA Partners & Contact Information

Partner	Name	Business Address	Contact Name	Phone/E-Mail	Fax Number
A	Employment Development Department (EDD)	629 12 th Street Modesto, CA 95354 P.O. Box 3227 Modesto, CA 95353	Glenna Henson Manager	(209) 576-6007 ghenson2@edd.ca.gov	(209) 576-6093
B	Stanislaus Alliance Worknet (AW)	251 E. Hackett Rd. C2 P.O. Box 3389 Modesto, CA 95353-3389	Jeff Rowe, Director	(209) 652-1916 rowej@stanalliance.com	(209) 558-2164
C	California State Department of Vocational Rehabilitation (DOR)	1209 Woodrow Ave. Suite B1 Modesto, CA 95350	Kimball Dreiling Supervisor Dalia Banda-Davis	(209) 576-6115 kdreilin@dor.ca.gov (559) 444-2501	(209) 576-6116
D	Stanislaus County Community Services Agency (CSA)	251 E. Hackett Road P.O. Box 42 Modesto, CA 95353	Diane Tollefson Manager II	(209) 558-2937 tollefsd@co.stanislaus.ca.us	(209) 558-2937
E	Central Valley Opportunity Center (CVOC)	6838 W. Bridget Ct. P.O. Box 1389 Winton, CA 95388	John Jepson Planning Director	(209) 357-0081 jepson@cvoc.org	(209) 357-0071
F	Housing Authority of Stanislaus County (HASC)	1701 Robertson Road P.O. Box 581918 Modesto, CA 95358	Bill Fagan Executive Director	(209) 557-2004 bill@stancoha.org sgentry@stancoha.org	(209) 557-2011
G	Ceres Unified School District (CUSD)	2503 Lawrence St. P.O. Box 307 Ceres, CA 95307	Jay Simmonds Director of Educational Options and Community Relations	(209) 556-1500 Ext. 1552 jsimmonds@ceres.k12.ca.us	(209) 541-0947
H	Yosemite Community College District (YCCD)	435 College Avenue Modesto, CA 95350	George Boodrookas Dean of Community & Economic Development	(209) 575-6714 boodrookasg@yosemite.cc.ca.us	(209) 575-6943
I	Stanislaus County Office of Education (SCOE)	1100 H Street Modesto, CA 95354	Tom Changnon Superintendent of Schools Cindy Young	(209) 525-4900 (209) 525-5093 tchangnon@stancoe.org hmeneses@stancoe.org cyoung@stancoe.org	(209) 525-5147 (209) 525-5108
J	The Alliance Small Business Development Center (SBDC)	1020 10 th Street Suite 102 Modesto, CA 95354	Kurtis Clark, Director Jackie Genova, A.A..	(209) 567-4910 director@alliancesbdc.com genovaaja@alliancesbdc.com	(209) 567-4955

**One Stop System
Estimated Annual Contribution**

Projected Budget	AW	Housing Authority	CUSD	SCOE	SBDC	YCCD	CVOC	CSA	EDD Modesto	EDD Turlock	VOC REHAB	Totals
TOTAL STAFF COSTS	\$361,296.00	\$ 11,315.00		0.00	12,000.00		\$ 10,150.00		\$541,701.00	\$332,356.00	\$7,812.00	\$1,276,630.00
ADMINISTRATIVE STAFF & TECHNICAL SUPPORT	\$26,580.00								\$174,941.00	\$103,744.00		\$305,265.00
BENEFITS					3,500.00				\$269,388.00	\$165,281.00		\$438,169.00
TOTAL STAFF & ADMINISTRATIVE COSTS	\$387,876.00	\$11,315.00			\$15,500.00		\$10,150.00		\$986,030.00	\$601,381.00	\$7,812.00	\$2,020,064.00
TOTAL FTE'S	6				0.15				17.2	10.2	0.10	33.65
OPERATING EXPENSE & EQUIPMENT (Supplies, training & Travel)	\$15,083.00				4,000.00				\$251,378.00	\$149,073.00		\$419,534.00
TOTAL FACILITY COSTS	\$119,309.00	\$ 6,000.00			2,500.00			\$ 5,940.00	\$58,458.00	\$179,142.00		\$371,349.00
TOTAL EQUIPMENT/ TECHNOLOGY	\$56,826.00	\$ 1,500.00	\$ 3,000.00			\$30,000.00						\$91,326.00
TOTAL SUPPLIES	\$12,547.00	\$ 1,652.00			\$ 300.00							\$14,499.00
Subscriptions/Periodicals	\$1,062.00	\$ 216.00										\$1,278.00
Marketing												
TOTAL MISCELLANEOUS	\$2,594.00				\$ 900.00							\$3,494.00
TOTAL CONTRIBUTIONS	\$595,297.00	\$20,683.00	\$3,000.00	0.00	\$23,200.00	\$30,000.00	\$10,150.00	\$5,940.00	\$1,295,866.00	\$929,596.00	\$7,812.00	\$2,921,544.00

Percent of Total Operations
Equitable Share 10%

Name of Organization

The Alliance Small Business Development Center (SBDC)

Projected Budget	Estimated Annual Contribution	Funding Source	Provided By	Total Resource Cost
STAFF COSTS				
Resource Center Staff (FTE)	\$4,000.00	Private	Alliance SBDC	\$4,000.00
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Administrative Staff (FTE)	\$8,000.00	Private	Alliance SBDC	\$8,000.00
TOTAL STAFF COSTS	\$12,000.00	Private	Alliance SBDC	\$12,000.00
Administrative Staff & Technical Support				
Benefits	\$3,500.00	Private	Alliance SBDC	\$3,500.00
TOTAL STAFF & ADMINISTRATIVE COST	\$15,500.00	Private	Alliance SBDC	\$15,500.00
OPERATING EXPENSES & EQUIPMENT (OE&E)				
Equipment/Technology	\$1,500.00	Private	Alliance SBDC	\$1,500.00
Direct OE&E per position (includes: supplies, training & travel)	\$2,500.00	Private	Alliance SBDC	\$2,500.00
TOTAL OPERATING EXPENSE & EQUIPMENT (OE&E)	\$4,000.00	Private	Alliance SBDC	\$4,000.00
FACILITY COSTS				
Rent/Leases	\$1,800.00	Private	Alliance SBDC	\$1,800.00
Telephones	\$250.00	Private	Alliance SBDC	\$250.00
HHSDC/CalJOBS				
Building & Grounds Maintenance				
Insurance	\$300.00	Private	Alliance SBDC	\$300.00
Security				
Telecommunications	\$150.00	Private	Alliance SBDC	\$150.00
TOTAL FACILITY COSTS	\$2,500.00	Private	Alliance SBDC	\$2,500.00
EQUIPMENT COSTS				
Equipment (computers, copiers, fax machine, telephone, etc.)				
Maintenance of Equipment				
Software				
TOTAL EQUIPMENT COSTS				
SUPPLIES				
General supplies (Includes printing, Safety & FED EX)	\$300.00	Private	Alliance SBDC	\$300.00
Printing				
Fed EX/UPS				
Safety Supplies				
TOTAL SUPPLIES	\$300.00	Private	Alliance SBDC	\$300.00
Subscriptions/Periodicals				
(Include newspapers, magazines, internet, etc.)				
Internet (8-connections)				
Marketing				
Miscellaneous				
Postage	\$150.00	Private	Alliance SBDC	\$150.00
Memberships				
Overhead	\$750.00	Private	Alliance SBDC	\$750.00
TOTAL MISCELLANEOUS	\$900.00	Private	Alliance SBDC	\$900.00
TOTAL CONTRIBUTIONS	\$23,200.00	Private	Alliance SBDC	\$23,200.00

Estimated Annual Contribution = The portion of your total cost that benefits the One Stop Center.

Funding Source = The source of funding used to pay for these costs.

Provided by = The partner providing the staff, equipment or service.



Alliance Worknet Partner Referral

From:

Date: _____
Contact: _____
Organization: _____
Phone #: _____
Fax #: _____

To:

Contact: _____
Organization: _____
Phone #: _____
Fax #: _____
Address: _____

The following customer is being referred to you for services:

Customer Name: _____
Social Security #: _____
Phone #: _____
Mailing Address: _____
City, State, Zip: _____

I hereby authorize the above representatives and organizations to release and share information about me to allow me to receive services and to enable them to serve me better.

Customer Signature: _____

Services Requested:

Partner Reply or Follow Up to Request:

Partner Contact Name (Please Print)

Date

ATTACHMENT D



Referencia a Socio de Alliance Worknet
(Alliance Worknet Partner Referral)

De:

Fecha: _____
Contacto: _____
Organización: _____
Teléfono: _____
Fax: _____

Para:

Contacto: _____
Organización: _____
Teléfono: _____
Fax: _____
Domicilio: _____

El siguiente cliente ha sido referido a usted para servicios:

Nombre del Cliente: _____
Seguro Social : _____
Teléfono : _____
Domicilio: _____
Ciudad, Estado, Código Postal: _____

Yo autorizo por este medio que los representantes y las organizaciones lancen y compartan mi información para permitir que yo reciba servicios y les permita servirme mejor.

Firma del Cliente: _____

Servicios Solicitados:

Respuesta del Socio o Continuación a la Petición:

Nombre De Socio (Letra Molde)

Fecha

ATTACHMENT B

Public Comments of Disagreement

ATTACHMENT B


**Budget, Participation, and Performance Forms
STATE of CALIFORNIA
LOCAL AREA GRANT RECIPIENT LISTING**

[WIA Sections 117(d)(3)(B)(i) and 118(b)(8)]

Stanislaus County

(Name of Local Workforce Investment Area)

entity	ORGANIZATION	CONTACT (NAME/TITLE)	MAILING ADDRESS (STREET, CITY, ZIP)	TELEPHONE, FAX, E-MAIL
Grant Recipient (or Subrecipient if applicable)	Alliance Worknet	Jeffrey Rowe Director	P.O. Box 3389 251 E. Hackett Road Modesto, CA 95353-3389	(209) 558-2113 FAX: (209) 558-2164 rowej@stanalliance.com
Fiscal Agent	Alliance Worknet	Jeffrey Rowe Director	P.O. Box 3389 251 E. Hackett Road Modesto, CA 95353-3389	(209) 558-2113 FAX: (209) 558-2164 rowej@stanalliance.com
Local Area Administrator	Alliance Worknet	Jeffrey Rowe Director	P.O. Box 3389 251 E. Hackett Road Modesto, CA 95353-3389	(209) 558-2113 FAX: (209) 558-2164 rowej@stanalliance.com
Local Area Administrator Alternate	Alliance Worknet	Steve Hopkins Program Manager	P.O. Box 3389 251 E. Hackett Road Modesto, CA 95353-3389	(209) 558-2149 FAX: (209) 558-2164 hopkinss@stanalliance.com

Signature: 
Chief Elected Official

11/6/07
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.