

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Alliance Worknet

BOARD AGENDA # \*B-1

Urgent

Routine

AGENDA DATE June 28, 2011

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval of Modification to the Stanislaus County Workforce Investment Act (WIA) Strategic Five-Year Local Plan for the Delivery of Employment and Training Services

STAFF RECOMMENDATIONS:

1. Approve the Modification to the Stanislaus County Workforce Investment Act (WIA) Strategic Five-Year Local Plan for Program Year 2011-2012.
2. Authorize the Chairman of the Board of Supervisors to sign the modified Stanislaus County Workforce Investment Act Strategic Five-Year Local Plan.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

BOARD ACTION AS FOLLOWS:

No. 2011-381

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:



ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

File No.

## **DISCUSSION:**

### **Five-Year Plan**

Upon implementation of the Workforce Investment Act (WIA) in July 2000, Stanislaus County submitted to the State of California a five-year plan describing how services under the WIA would be delivered in the County. On an annual basis, the State requires the plan be modified based upon new funding allocations for the upcoming year as well as to address any changes in the way services are delivered to the public.

WIA was scheduled for reauthorization on June 30, 2005 however, since new workforce legislation has yet to be enacted in Congress, the WIA has been extended each year.

The 7<sup>th</sup> one-year extension to the Stanislaus County Five-Year Plan was published in English and Spanish and made available to the public for comments in printed forms and via the Internet. Two public hearings were held to further provide the public an opportunity to view, review and comment on the document. The first public hearing occurred on Wednesday, June 1, 2011 at 5:30 pm. The second and final hearing took place at the regular meeting of the Alliance Board (Workforce Investment Board) on Monday, June 20, 2011. At the second hearing, the Alliance Board reviewed and approved the plan. Both hearings were held at the Kirk Lindsey Center at 1020 10<sup>th</sup> Street, #102, Modesto, CA 95354.

Modifications to the Five-Year Strategic Plan were predominantly technical in nature, but included:

- Notification of the opening of a new One-Stop service location at 66 North El Circulo Ave, Patterson, CA 95363.
- A description of how the Alliance Worknet service delivery system has been re-organized to manage an increase in demand for services with a reduced staffing level.
- New policies regarding priority of service for United States Military Veterans.

## **POLICY ISSUE:**

The recommended action supports the Board of Supervisors' goals and priorities as follows:

### **A Strong Local Economy**

WIA funds are invested in workforce development in coordination with economic development through the Alliance Board. This represents a unique approach to improving economic conditions in Stanislaus County.

Efficient Delivery of Public Services

Approval of the plan allows for the continued operation of the Alliance Worknet Resource Centers, which provided employment services to 14,179 County residents last year.

Effective Partnerships

Through this plan, the Alliance Worknet delivers employment and training services in cooperation with the following community partners:

The Stanislaus County Community Services Agency, the Employment Development Department, the Alliance Small Business Development Center, Modesto Junior College, California Department of Rehabilitation, Central Valley Opportunity Center, Area Agency on Aging, the Housing Authority of Stanislaus, and the Stanislaus County Office of Education.

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

**CONTACT PERSON:**

Jeff Rowe, Alliance Worknet Director. Telephone: 209-558-2113.

**Workforce Investment Act  
Local Plan Modification  
Program Year 2011-12**

**Local Workforce Investment Area (local area):**

Name of Local Area: Stanislaus County Alliance Worknet

Submitted on: June 30, 2011

Contact Person: Jeffrey Rowe, Director

Contact Person's Phone Number: 209 - 558 - 2113

AREA CODE      PHONE NUMBER

*EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Special requests for services, aids, and/or special formats need to be made by calling (916) 654-8055 (Voice). TTY users, please call the California Relay Service at 711.*

## LOCAL PLAN MODIFICATION QUESTIONS

The Workforce Investment Act (WIA) gives states and Local Workforce Investment Areas (local areas) a unique opportunity to develop employment and training systems tailored specifically to state and local area needs. The local plan should represent a collaborative process between the Chief Elected Official (CEO) and the local system partners. This collaboration will create a shared understanding of the local area's workforce investment needs, a shared vision of how the local workforce investment system can be designed to meet those needs, and agreement on the key strategies to achieve this vision. Additionally, the local plan should reflect the current and future strategies of the local area. Please respond to each question by describing and assessing your local area's current and future strategies and identifying steps to implement and improve your service level or actions as appropriate.

### 1. Identify the workforce investment needs of businesses and job seekers in your local area. [WIA Section 118(b)(1)(a)]

*The University of the Pacific (UOP) annual California economic forecast has this to say about the near term outlook for the region:*

*"The San Joaquin Valley has also lagged behind the statewide recovery, but has tenuously joined the recovery with improvements in agriculture, transportation and trade, and manufacturing and the end of declines in housing-related sectors. "The fragile recovery in the San Joaquin Valley could be hobbled by deep cuts in government spending," said Jeff Michael.*

*Stanislaus County shed jobs at the rate of 1.7% in 2010, 2011 will bring some improvement: 0.3% of jobs will be added during 2011. However, the recession is not expected to fade out until the third quarter of 2011, where payrolls will increase 1.3% over the third quarter of 2010. The Professional & Business Services and Manufacturing sectors will begin adding jobs in the fourth quarter of 2010 and lead job growth throughout 2011. The labor market should pick up swiftly in 2012 with 2.1% growth."*

*According to the recent Economic Modeling Specialists Inc. (EMSI) report, there will be a decline in employment in Food Processing, Production and Agricultural workers. Other potential threats or hindrances to increase in employment and growth in the service industry are the latest environmental rules and regulations. On the other perspective, the report identified promising growth in Health Care occupations, Management, Business and Finance and Office and Administrative support to name a few. With these few exceptions, businesses are able to find workers who, with some on-the-job training, meet their workforce needs*

*Job Seekers are mainly in need of more job opportunities; there are simply not enough jobs for everyone who is seeking employment. An illustration of this situation is a recent manufacturing industry job fair held at the Modesto One-Stop location at which over 1500 people waited in line in the early morning rain for the chance to apply for 110 job openings with local manufacturing companies.*

**2. What are the current and projected employment opportunities in your local area? [WIA Section 118(b)(1)(B) and California Unemployment Insurance Code (CUIC) Section 14221(a)]**

*The State LMI Office projects that in Stanislaus County between 2008 and 2018 the Education Services, Health Care and Social Assistance sector will generate an estimated 4,000 jobs, the largest number of non farm jobs among the major industry sectors. Leisure and Hospitality and Transportation, Warehousing and Utilities are expected to generate 800 jobs each during the outlook period. These three sectors account for 92% of new jobs.*

*The fastest growing industry sector is Education, Health Care and Social Assistance, with a growth rate of 18.4 percent over the ten-year period. The other major industry sector with a significant growth rate is Transportation, Warehousing, and Utilities (14 percent). The Government sector, which makes up about 17 percent of the county's non-farm employment, is forecasted to remain relatively stable for the projection period.*

*On January 24, 2011 the Stanislaus Economic Development and Workforce Alliance approved the following occupation list for WIA funded training:*

- *Management occupations*
- *Business and Financial Operations Occupations*
- *Computer and Mathematical Occupations*
- *Community and Social Services Occupations*
- *Healthcare Practitioners and Technical Occupations*
- *Healthcare Support Occupations*
- *Food Preparation and Serving Related Occupations*
- *Building and Grounds Cleaning and Maintenance Occupations*
- *Sales and Related Occupations*
- *Office and Administrative Support Occupations*
- *Installation, Maintenance, and Repair Occupations*
- *Assemblers/Processors/Machine Operators*
- *Transportation/Logistics*

**3. Describe any significant changes in your local area resulting from the current economic downturn and any differences in the way services are being delivered. [Title 20 Code of Federal Regulations (Title 20 CFR) Part 661.355]**

*The economic downturn has been particularly hard on Stanislaus County and has been exasperated by the bursting of the housing market bubble that devastated the construction and related industries. Modesto has been one of the top three cities for home foreclosures in the country for the last two years. The demand for WIA services has more than doubled since pre-recession times. Fortunately, the American Recovery and Reinvestment Act (ARRA) provided additional resources that partially helped meet the demand. However, changes in the service delivery design were also necessary to accommodate the significant increase in numbers of customers to be served.*

*Effective June 6, 2010, we implemented a new Re-Design service strategy. We went from providing individual case management services to group/networking meetings. Also in order to expedite and provide improved service to the large number of customer accessing and/or requesting our services, we divided our service delivery into three functions/teams.*

*Core Services Team – The Core Services Team is responsible for staffing the Career Resource Centers, providing job preparation workshops to the general public and for KeyTrain registration. The Core Services Team can also identify potential On the Job Training (OJT) candidates and refer/schedule them for orientation.*

*Eligibility/Suitability Team - The Eligibility/Suitability team is responsible for facilitating group orientations, determining customer eligibility, and making the initial determination if customer is appropriate for enrolled services, including OJT placement. If customer is appropriate for enrolled services, the Eligibility/Suitability Team member will transfer customer/case file to Job Placement Team member.*

*Job Services Team - The Job Services Team is responsible for determining if Job Services is appropriate for the customer and if so, what service. Job Services Team is also responsible for completion of enrollment including the development of the Individual Employment Plan (IEP). The Team has the following specific assignments within their team:*

*Job Placement Specialist (JPS) determine if customer is ready for Job Services and if so, what specific service(s). Main responsibility of JPS is to provide employment readiness skills and Job Search Assistance. The Specialist is responsible for referring appropriate customers to OJT opportunities.*

*Vocational Training Specialist is responsible for working with assigned customers in completing Vocational Research Packets, developing Individual Training Account's (ITA's), monitoring customers while in training and monitoring training providers services and performance.*

*On-the-Job Training (OJT) / Paid Internship (PI) Specialist is responsible for writing OJT & PI agreements, communicating with employers and customers, monitoring job sites, and completing any paperwork requirements.*

*Job Placement Screeners serve as screeners to assist JPS's in referring appropriate job seekers and resumes to job orders and HIP/OJT/PI opportunities.*

**4. How is your local area serving Unemployment Insurance claimants? How is your local area supporting workers receiving benefits under the Trade Adjustment Assistance program? [WIA Section 121(b)(1)(B)(xii)]**

*As the primary partner providing One Stop Services, Alliance Worknet provides three tiers of service to all Job Seekers, including those receiving UI benefits.*

Universal access provides access to information to enhance individual job search via technology resources and assistance in our Resource Centers (computers/internet access for research, job search, on-line applications and access to email correspondence with employers). We also offer general informational workshops covering topics such as Resume Writing, Interview Techniques, and Understanding Employer Expectations. Intensive Services include a more tailored approach with a staff person assisting individuals to identify/clarify their occupational goals and to establish a viable employment plan that may or may not include obtaining vocational training, and to become more competent in managing their job search. A core aspect of our staff assisted job search is our group Networking Sessions, where job seekers with similar occupational goals can benefit from sharing combined knowledge and techniques to expand their individual job search. Staff provides guidance to maintain the focus of the sessions toward positive outcomes and coordinate guest speakers in order for the job seekers to remain aware of current trends, needs, and employment expectations within the target occupational fields.

Vocational training is provided to those with outdated skills, based upon identified local demand occupations and current employment trends. On-The-Job Training is also available to assist local businesses to hire quality employees who need additional on-site training to successfully transition to their new job duties.

As Displaced Workers are identified as eligible for the Trade Adjustment Assistance (TAA) program, AW staff coordinates services with the State TAA staff. Collaborative efforts ensure that the Occupational Research Packet results are shared and utilize the same local demand list of occupations for approving training, with the TAA funding assured as the first priority. Wrap-around services, including assessment testing, employment counseling, supportive services, and job search assistance following training are the primary services provided from AW in this partnership.

**5. What programs and funding streams support service delivery through the One-Stop Career Center (One-Stop) system? If applicable, what are the anticipated changes to those programs or funding streams? [WIA Section 121(b)(1)(B)]**

*The Alliance/Alliance Worknet provides Core, Intensive and Training Services for the general public (customers) through the One-Stop System. To insure that customers are receiving the most effective services through the One-Stop System, The Alliance/AW partners with the following One-Stop partners by the following:*

*The local Employment Development Department (EDD) – Two of the three current One-Stop Career Centers are co-located in an EDD facility. Both partner agencies share the duties of staffing and managing the joint Career Resource/Cal Jobs Centers at their Modesto and Turlock sites. Both agencies participate in joint trainings; collaborate on job fairs and community resource fairs throughout the calendar year. Customer referrals are a constant between both partners, sharing data, seeking opportunities to minimize duplication of efforts. Customers eligible for TAA service are coordinated between both partners, in most cases, customers are co-enrolled between both partners. Furthermore, veteran's services are jointly orchestrated between both partners providing the best opportunities for veteran customers to receive effective and timely services when requested. Quarterly, the management teams of EDD and AW meet to discuss current processes, challenges and opportunities for the partnership to continue to develop.*



*Through our Oakdale One Stop Career Resource Center location, four programs offered by three agencies co-exist through a partnership to provide needed services in the eastern part of Stanislaus County. AW manages the Career Resource Center, supported by our Stan-Works Job-Club program offered by our agency, along with Community Services Agency's (CSA) ability to offer intake, food stamps, medical and cash assistance and Women's Infant Children's (WIC) offers nutritional classes, individual counseling on infant health and food vouchers.*

*Through a joint agreement between the Alliance Worknet and the Literacy Center of Stanislaus County, needed GED tutoring and WorksKeys (KeyTrain) remediation is offered to One-Stop System. Customers have opportunity access a learning lab, one-on-one and group tutoring to improve on their basic skills that leads to the obtainment of a GED and/or HS Diploma.*

*With the success of these partnerships, new challenges/opportunities have emerged. During this FY, discussion and plans to develop and implement similar service in the Western part of Stanislaus County is underway. Collectively, the Alliance Worknet, in partnership with CSA, WIC and Modesto Junior College are jointly planning on opening a new One-Stop System location in the City of Patterson. Services will include a Career and Educational Career Center that will include GED assistance, pre-employment workshops, Stan-Works Job-Club program, nutritional classes, and food vouchers, food stamp application process; medical enrollment and cash aid assistance.*

**6. Are each of the required WIA partners included in your One-Stop delivery system? If a required partner is not involved, explain the reason. [WIA Section 117(b)(2)(A)]**

Yes, all of the required partners are included in the Alliance One-Stop delivery system. Each One-Stop partner contributes to the operations of the One-Stop delivery system in a variety of ways. Please refer to the Partners' MOU's for details of their contributions.

**7. Describe how your local area's WIA funds are used to leverage other federal, state, local, and private resources. How do these coordinated resources lead to a more effective local system that expands the involvement of business, employers and individuals? [WIA Section 112(b)(10) and 121(c)(2)(A)(ii)]**

*Per WIA regulations, if available, other funding sources (non-WIA) will be utilized as the first source of payment for training programs. This includes, but is not limited to PELL Grants, BOG Grants, scholarships, etc.*

*WIA funds can be used to leverage additional resources through:*

- *Matching funds for grant money from non-WIA sources where needed.*
- *Special projects with non-WIA agencies for employment and training purpose programs on a share-of-cost basis.*
- *Customized employment-related services for employers on a partial fee-for-services basis.*

- Focus on the needs of local employers for customized training on a share-of-cost basis.
- Development of programs with the County, other local governments and agencies, and private and not-for-profit agencies in common ventures to improve local economic conditions, including the job market, with funding shared between the various partners in the venture.

*The Alliance and the One-Stop System (OSS) as a vital part of economic development activities. The Alliance will coordinate WIA and other program resources for business enhancement and expansion within the limits set by law.*

- The majority of The Alliance membership consists of business people, each with a commitment to develop a One-Stop system in a manner consistent with the needs of local employers.
- The Alliance is one of the first organizations in the nation overseeing both job training and economic development activities. The Alliance is responsible for bringing both public and private partners together to ensure the continued economic viability of Stanislaus County.
- Partnering with local LWIAs to enhance grant opportunities in our local regions. The Alliance helps assure that the perspective of area economic well-being is maintained as policy is developed. Services available through each of the Partners will be coordinated to efficiently and effectively prepare workers for the needs of the employer. Employer confidence in the One-Stop System and its impact on improvement of the business climate will grow. As the business climate improves, workforce development opportunities will expand. This, in turn, will lead to better employment opportunities for individual job seekers.

**8. Describe and assess how the services provided by each of the One-Stop partners are coordinated and made available in your local One-Stop system. [WIA Section 118(b)(2) and Section 121 (c)(2) and CUIA Section 14221 (a) and (b)]**

*The Alliance, with the CEO concurrence, entered into a Memorandum of Understanding (MOU) with each of the One-Stop partners. Services offered by the One-Stop partners are coordinated through the One-Stop Resource Centers through the referral process. (Customers to the resource centers can access the list of One-Stop partners and the unique services they provide). Referral of customers to the Partners' services are processed by the Resource Center staff utilizing the Referral form. The Partners' MOU's describe the referral process between the One-Stop Operator and the One-Stop Partners, the services offered by each of the partners, and how the services will be funded. Following is a list of the One-Stop Partners and the services they provide:*

ONE-STOP PARTNERS	SERVICES PROVIDED
1. The Alliance Worknet (AW)	WIA Adult, Dislocated Worker and Youth programs
2. Stanislaus County Community services Agency (CSA)	TANF, Food Stamps, General Assistance (GA), Foster Care, and Independent Living Program (ILP)

- |     |   |  |
|-----|---|--|
| 3.  | The Employment Development Department (EDD)           | Wagner-Peyser Job Services, Unemployment insurance, Veterans Employment Services, Trade Adjustment Assistance Act, North American Free Trade Act, and Youth Employment Opportunity Services. |
| 4.  | 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, Entrepreneurial Development.        |
| 5.  | Modesto Junior College (MJC)                          | Carl Perkins Act, Post-Secondary Vocational Education.   |
| 6.  | Stanislaus county Office of Education                 | Carl Perkins Act, Post-Secondary Vocational Education, Adult Education   |
| 7.  | California Department of Rehabilitation               | Rehabilitation Act   |
| 8.  | Central Valley Opportunity Center (CVOC)              | Community Service Block Grant, Migrant Education, Migrant and Seasonal Farm Worker Program.  |
| 9.  | Stanislaus County Housing Authority                   | Low cost (Income) Housing  |
| 10. | Ceres Unified School District (CSUD)                  | Adult Literacy Act, Adult Education Act  |

**9. Local boards are required to review and assess the eligibility of One-Stop operations annually. What criteria does your local board use to review One-Stop operator agreements in your local area? Include a copy of your local policy as an attachment to this document. [CUIC Section 14206(d)]**

*The local One-Stop System and its operations are monitored for compliance with WIA laws and requirements. It is also monitored for performance by Alliance Worknet Monitors/Auditors as well as State of California compliance monitors annually. Any monitoring findings of non-compliance with the law, poor performance, or ineligibility are brought to the attention of the local board, and changes can be made to the One-Stop Operators by action of the Board.*

**10. Describe and assess how your local board ensures continuous improvement of eligible providers of services through the One-Stop system. How does your local board ensure that such providers meet the employment needs of local employers and participants? [WIA Section 118(b)(2)(A)]**

*In addition to monitoring local program performance against the nine WIA performance standards set for Stanislaus County by the State of California (Stanislaus County Alliance Worknet is consistently one of the top performing LWIAs in California), customer satisfaction surveys are sent to employers and participants to gauge satisfaction with services and to identify areas in need of improvement.*

- 11. The State has been granted eight waivers through June 30, 2011, which directly affect how local areas may serve adults, dislocated workers, and incumbent workers. List each of the waivers your local area is currently using and describe how each waiver used has impacted the services provided to these customer groups. Indicate which waivers will be used in your local area in the future and how each will be utilized. [WIA Section 189(i)(4)(B) and WSD10-10]**

*Stanislaus County took advantage of the following waivers:*

- A. The waiver of the required 50 percent employer contribution for customized training. Two Stanislaus County employers requested customized training assistance resulting in 6 WIA enrolled customers receiving customized training services for PY 10-11 as compared to 0 receiving customized training the previous year.*
- B. The waiver to increase the allowable transfer amount between adult and dislocated worker funding streams. Even though we have experienced a greater increase in Dislocated Workers required services, our Adult population continued to increase as well. The waiver allowed us to transfer the necessary funds in order to maximize our ability to continue to provide core, intensive and training services to our Adult customers.*
- C. The waiver to increase the employer reimbursement for OJT's. During FY 2010-11, two hundred and forty-three (243), OJT's were approved, compared to eighty-one (81) during FY 2009-10.*

*With an understanding that the waivers will be expiring on June 30, 2011, Stanislaus County will need to adjust what it offers to employers to be in compliance with WIA regulations. If the above waivers were to be extended, Stanislaus County would continue to offer similar reimbursements rates to employers for customized training and OJT's as the budget allows.*

- 12. How does your local area administer Individual Training Accounts (ITA)? [WIA Section 134(d)(4)(G)] Include any limitations you impose on ITAs established in your area. If your local board is providing training services that are made as exceptions to the ITA process, describe the process you used to procure and justify these exceptions. In addition, include your local board's policy addressing the amount and duration of ITAs based on market rate for local training programs. [CUIC Section 14206(h)]**

*ITA administration includes:*

- Identification of a program customer's ITA candidacy through Core and Intensive Service case management.*
- Establishment of case records and fiscal records to enable tracking of the program customer through training, placement, and follow-up.*

- *Quarterly review of program expenditures for total Training Services and supportive service costs to assure that projected costs do not exceed the amount of funds available.*
- *Monitoring customer satisfaction, training provider performance, and any other factors needed to assure the highest quality of training service quality possible.*
- *A maximum of \$4500 in WIA formula funds will be paid per each ITA. The Director or his/her designee may approve exceptions to this rule.*
- *Providing ITA funds for any person eligible and qualified, with priority given first to veterans, and then those receiving public assistance and other low-income individuals if limited funds are available. Training provided will only be by eligible providers of training services, as noted on the State Eligible Training Provider List.*
- *Training only in any of the Demand Occupations approved by the Alliance Board. Requests for approval of ITA's for training not listed among the Demand Occupation list may be made to the Alliance Worknet Director or his/her designee, who will make approval decisions on a case-by-case basis.*
- *Providing the program customer with all available information concerning resources to meet the costs of training and related IEP identified needs.*
- *Providing ITAs in career fields for which the entry wage can be reasonably expected to provide for self-sufficiency when wages in combination with other funds may lead to economic independence in a reasonable time.*
- *Providing ITAs in career fields where the training program brings competency and entry into the chosen career field within a reasonable time at a reasonable cost.*

*A limitation on the number of ITAs may be imposed based on the amount of funds for the program year or available for the remainder of the funding year at the time of a mid-year ITA program evaluation. ITAs may be written for a longer than 24-month period only on an exception basis.*

**13. Sector strategies are state policies that promote regional partnerships of employers, educators, workforce developers, and other stakeholders that address the skills needs of critical industries in a region. The California Workforce Investment Board has adopted a sector strategies approach to assist local areas in developing their workforce solutions. Describe and assess your efforts to plan/implement sector strategies, develop regional partnerships, or target industries that are important in the local area or region. Describe what changes may be necessary to improve these regional strategies and partnerships. [CUIC Section 15001(a)(6)]**

*The Stanislaus County WIB is a regional partner in the effort undertaken by the Central California Workforce Collaborative (CCWC) in conjunction with the Partnership for the San Joaquin Valley (SJVP) in identifying industry sectors that have projected workforce demand and implementing strategies and services to meet that demand.*

*In addition, industry sector strategies involving employers, education, and economic developers are underway locally in the Manufacturing/Warehouse/Logistics sectors as well as the Recycling and Renewable Energy sectors. It may be necessary to re-visit the strategies implemented through the CCWC and SJVP to assess their relevance as that work was done a few years ago.*

**14. Describe how your local board utilizes the principles of sector strategies to identify employer needs and guide training efforts to meet those needs. [CUIC Section 15001(a)(6)]**

*One example is the sector work being done in the Manufacturing/Logistics sector that has shown growth potential in Stanislaus County. An employer advisory group has been established to oversee the development of a manufacturing/logistics career pathway program at Patterson High School and Modesto Junior College. WIB and Economic Development Corporation (EDC) staff are participants in the planning process that will prepare individuals for careers in this sector. Not only will this effort benefit existing businesses, but also the existence of this career pathways program will be one component of the strategy for attracting manufacturing/logistics business to the County.*

*Another example is the sector strategy effort underway with the Recycling and Renewable Energy Sectors. With the assistance of funding through a State Energy Sector Partnership grant, employer focus group sessions are currently being conducted to ascertain the needs of emerging businesses in these two sectors. Upon completion of the focus groups, a strategy will be developed to help assure that the workforce training needs for this industry sector are met.*

**15. California's Green Collar Jobs Act of 2008 was passed to address the State's green economy and the increasing demand for a highly skilled and well-trained green collar workforce. How does your local area recognize opportunities to prepare workers for "green jobs" related to other sources of federal funding? [CUIC Section 15000]**

*The following is a summary of past "green job" efforts that the Alliance Worknet has participated in:*

*In July 2009, Alliance Worknet contracted with Modesto Junior College to empower 14 underprivileged youth in Stanislaus County to receive much needed "Green Technology Training Services" and create a well trained workforce for the emerging green economy.*

*In April 2010, the Alliance Worknet contracted with the Council for Adult and Experiential Learning (CAEL) in partnership with the California Community College Central Region Center of Excellence (COE) to examine Green Jobs in Stanislaus County. This research was to define the role and impact of sustainability and conversation within Stanislaus County's job market, and developing recommendations by which the Alliance Worknet can invest strategically in workforce development activities that both take advantage of the attention to and emphasis on energy efficiency and environmental sustainability while respecting the realities of the emerging local Green Economy.*

*In July 2010, the Alliance Worknet (AW) partnered with Merced County Department of Workforce Investment (MCDWI) to work with Modesto Junior College to design, establish and conduct a Solar/Weatherization/Project Management Program to refer a total combined enrollment of 25 MCDWI and AW clients for attendance.*

*The following is a summary of Green Job efforts that the Alliance Worknet has currently been involved in:*

*The Alliance Worknet is the lead agency for the San Joaquin Valley Regional State Energy Sector Partnership Grant. This grant is in the beginning stages of implementation and has involved us receiving a San Joaquin Valley Green Economy Profile Diagnostic Report (authored by Collaborative Economics) identifying the regional green industry clusters that have shown the most promising growth potential and the scheduling of green employer business forums in the North, Central and Southern Valley Regions. This 9 local workforce investment area grant started November 1, 2010 and will end January 28, 2013. In addition to training a minimum of 200 participants in targeted green jobs, the green business industry sector strategy approach being utilized in the implementation of this grant will ideally bring business/employer sponsored funded green job training opportunities for participants beyond January 2013.*

**16. What rapid response assistance is available to dislocated workers and employers? Who provides this assistance? [WIA Section 118(b)(4) and (5)]**

*Once we are aware of a company downsizing or closure, AW staff contacts the company to offer assistance during the transition and to obtain details of the dislocation. Rapid Response services are generally provided during informational presentations for the impacted workers, through partnership of AW and State EDD staff. Based on the specific need of the employees, other community partners may also participate in the presentations, to provide relevant information. As part of the presentation, informational packets are provided to the impacted employees, covering topics such as "Surviving a Layoff Tips," understanding Unemployment Benefits, California Training Benefits, and community resource information.*

*In smaller dislocations, informational packets may be delivered to the company for distribution to the impacted employees. In larger company dislocations, a coordinating committee may be established with representatives of the company management and employees, AW and EDD staff, and other partners as needed. This ensures a supportive environment to facilitate a smoother transition for both the company and the employees.*

**17. Layoff aversion activities are a critical component of rapid response. Please describe the layoff aversion activities your local board provides to businesses. [WIA Section 118(b)(4) and (5)]**

*The Stanislaus WIB employs a full time Business Retention Specialist to work in conjunction with our Business Services Representatives to assist local businesses in addressing issues that put them at risk of layoffs or business closure. In addition, The Stanislaus Employer Assistance Program (EAP) provides layoff aversion assistance to local businesses. Funded through Rapid Response dollars, the EAP uses Small Business Development Center consultants to assist at-risk businesses in addressing obstacles to success. Assistance is provided regarding business plans, bookkeeping/accounting, marketing, workforce development, and other needs. Over the past year, 42 businesses were assisted and as a result, at least 114 jobs retained and a minimum of 41 new jobs were created.*

**18. Describe your area's eligible youth population and needs in general. Describe the partnerships and collaborations that provide services to the youth in your local area. What youth activities are available in your local area? Identify successful providers of such activities. [WIA Section 118(b)(6) and CUI Section 14221(g)]**

*Generally, the area's eligible youth population comes from low-income families mostly concentrated in certain census tracts. Many of these youth are at-risk of dropping out of school. They need character-building activities, work skills (hard and soft), and a high school diploma or an equivalent degree. Types of youth activities available in the area include:*

**A. WIA-Activities:**

*These services will be available through the LWIB's "in-house" Careerquest program and through contracts with three providers of youth activities and/or the One-Stop System (OSS). For youth aged 14 through 21, job skills training may be provided using WIA youth funds or by referral to an appropriate, non WIA funded agency. For youth aged 18 through 21, job skills training may be provided through WIA youth funds. Concurrent enrollment for Adult services and use of Adult Funds, or by a non-WIA funding source.*

**B. Non-WIA funded Activities:**

- **Education agency-based activities** found in each County area include the Regional Occupational Program (ROP), in-school vocational preparation, School-to-Career and academic preparation in basic skills, work maturity, and job retention skills that meet Carl's Perkins Act and school program accreditation standards.
- **Recreational Programs** include community-based organizations (CBOs) such as Red Shield, Police Activity League (PAL), including after-school tutoring and educational skill training, municipal and/or special district park and recreational associations and religion-based activities.
- **Residential programs** for out-of-home youth including Juvenile Justice, and Foster Care Group Homes. Juvenile Justice programs are dependent on the County's Office of Education for academic skills training, but youth are subject to sudden changes in the time available for completion of skills training. Foster Care programs may provide in-house educational programs that must meet education accreditation standards. Most foster youth group homes residents are educated through local school districts. The Center for Human Services (CHS) has a "Pathways" program that provides housing to emancipated foster youth and homeless youth.
- **Vocational Training:** The CSA Independent Living Program (ILP) provides both hard skill and soft skill training to foster youth and some probationers. EDD's youth Employment Opportunity Program (YEOP) services provide staff to assist youth in achieving their educational and vocational goals.



Successful program operators funded under the Workforce Investment Act (WIA) include Ceres Unified School District (CUSD), Computer Tutor Business and Technical Institute (CTBTI), Central Valley Opportunity center (CVOC), and AW Careerquest.

**19. Describe and assess your local area's delivery of services to people with disabilities. What partnerships and collaborations exist to provide services to this population? What training services and employment opportunities are available to this population in your local area? [WIA Section 112(b)(17)(A)(iv) and Section 409]**

*People with disabilities are eligible to receive core services through the One-Stop System, as is any member of the general public. In addition, the customer may be eligible to receive intensive and training services under WIA Title I. Reasonable accommodations are provided to all individuals when needed to ensure everyone has the ability to access, and participate in, our programs. One example is that AW has entered into agreements with two interpretation services to ensure our deaf, hard-of-hearing, and speech impaired customers are able to participate in our programs.*

*Other programs available through referral from the One-Stop System to Partnering agencies for people with disabilities include, but are not limited to State Department of Rehabilitation, Disability Resource Agency for Independent Living and Goodwill Industries and the Howard Training Center.*

**20. If your local area received funds to operate Project New Start to provide parolees support in seeking, securing and maintaining employment as they transition from prison to their home communities, describe and assess your service delivery and partnerships in serving this population group. Describe what changes in your local area may be necessary to improve the level of service. [WIA Section 134(d)(4)(G)(iv)(II, and IV) and Section 188(a)(5)]**

*The Alliance Worknet received \$84,844 in CA New Start grant money. We sub contracted with a local service provider (Friends Outside) who specializes in helping ex-felons become employed from June 30, 2009 through June 30, 2010.*

*Friends Outside (FOS) has maintained a 30-year partnership with the Stanislaus County Sheriff's Department and has had a 23 year relationship with the local parole departments in Modesto and Ceres, CA. FOS staff provides life skills classes within the detention facilities that allows them direct contact with inmates and attends the Parole and Community Team (PACT) meetings twice a month disseminating their job development services for newly released parolees. FOS has also been an Alliance Worknet WIA adult and dislocated worker job development contractor serving the previously incarcerated population for over ten years. FOS enrolled 12 parolees in their CA New Start contract, providing the parolees WIA Tier 1A, Tier 1B, Intensive and Training services as identified in their individual employment plans.*

*The changes in our local area that would improve the level of service received would be for the local parole offices to refer more parolees to Friends Outside and directly to the Alliance Worknet when appropriate. Most of the parolees enrolled under the FOS CA New Start were not referrals from our local parole offices. They came to Friends Outside by personal referral given to them by previous ex-felons who had previously participated in the WIA sponsored FOS job development contracts.*

*The local Ceres and Modesto parole offices did not seem very familiar with the goal of the CA New Start Program. So better education or dissemination of the CA New Start Grant Project to the local parole offices by the California Department of Corrections would have been beneficial.*

**21. Local areas must incorporate priority of service for veterans and eligible spouses in accordance with the provisions of Training and Employment Notice 15-10 (11/10/10). This requires veterans and eligible spouses to receive service priority over recipients of public assistance and low-income individuals. Describe what programs and processes your local area is using to achieve these goals. [WIA Section 112(b)(17)(B), WIA Section 121(b)(1)(B)(1)]**

*In compliance with Alliance Worknet's (AW) Contractor Alert Number 11-18: Implementation of the Jobs for Veterans ACT (JVA) requirements, AW staff inform veterans and eligible spouses, referred to as covered persons, of priority of service via postings/flyers in our career resource centers and Internet website, as well as by referral from our One-Stop partners. If the covered person is interested in using the resource center, a designated computer is available for them as a priority customer. The computer is open for the general public at all other times. We gather information of all our customers in our One Stop's via use of a scan card system that gathers their general data and attendance history. Veteran and eligible spouse related questions are part of the information we request when acquiring a scan card.*

*Instances where the customer is requesting intensive service or general information about our program, customers call our Caller Of The Day phone system and are screened for potential qualification as a covered person. If they are interested in our self-serve workshops, they will have priority attendance to the next available session. If the workshop being requested normally has a moderate attendance rate, covered persons will come in to the session as a "stand-by" in lieu of waiting.*

*At our eligibility phase, covered persons are provided appointments available above non-covered persons and their eligibility file review are completed before all others. Files are clearly identified as a covered person so as to assure they are given priority of review. As a covered person moves forward into possible Tier 2 services, our internal customer database will identify them as having priority of service. Supportive services, employment services and individual training accounts will be reviewed as a priority over non-covered persons. Again, clear identification of their priority status is referenced via the case files. Although our agency does not normally complete group setting training sessions, in cases where we may do so, covered persons would have approval for the open training slots before non-covered persons. As customers participate in our employment services activities, covered persons will be identified via our internal database as a covered person and are screened for potential referrals to positions before non-covered persons.*

*Alliance Worknet closely works with the EDD and their veteran representatives. Our partnership allows us to do direct referrals to each respective program. Alliance Worknet also completes appropriate general needs based referrals for other community based organizations that may offer services to covered persons. Stanislaus County offers a 24-hour referral system for it's residents that will provide them other referrals as needed.*

*All recipients and sub-recipients who receive DOL funds including contractors and service providers are required to establish policies, procedures or processes that ensures that they are in compliance with the requirements of the Jobs for Veterans Act(JVA).*

**22. What role do Veterans Workforce Specialists and Veteran Employment Service Specialists have in the local One-Stop system? How do you ensure adherence to the legislative requirements for veterans' staff? [Title 38 United States Code Part III, Chapter 41 and Title 20 CFR Part 1001.120]**

*Veterans Workforce Specialists and Veteran Employment Service Specialists (VWS/VSSS) will provide services to veterans and other eligible persons in accordance with Chapter 38 of the U.S. Code, including community outreach to promote veterans' access to One Stop services, and case management for appropriate veterans. EDD supervision, with the full support of the other One-Stop Operators and other Partners, will be responsible to insure that VWS/VSSS funds are spent only to serve veterans, and in the order of priority prescribed by law.*

**23. Describe and assess how you provide Wagner-Peyser Act services to the agricultural community. Specifically, how do you provide outreach, assessment and other services to migrant and seasonal farm workers, and services to employers? How do you provide appropriate services to this population in the One-Stop system? [Title 20 CFR 662.200(b)(1)(vi)]**

*EDD receives dedicated funding for one full-time staff person to assist Migrant and Seasonal Farm Workers (MSFW) and to provide recruitment services to agricultural employers throughout the Central Valley region. This staff works closely with Central Valley Opportunity Center (CVOC), the County's 402 grantee for MSFW and other One-Stop services. The EDD staff assists in the recruitment of qualified workers to meet the needs of regional agricultural employers.*

*EDD is mandated to assist MSFWs and agricultural employers to access the full range of appropriate services, and our One-Stop Partners are committed to participate in providing these services.*

**24. Local areas may decide locally, based on their prior years' experiences that they will need to change their strategies in order to meet their performance goals. Discuss any strategic changes in your local area to meet performance goals. [Title 20 CFR Part 661.355]**

*The Stanislaus County LWIB met all performance goals for the 2007/2008 and 2008/2009. In 2009/2010, 8 of 9 performance goals were met, the one exception being Dislocated Worker Job Retention, which was missed by 1.8%. It may be necessary to provide more intensive post-placement follow up services to help assure perfect performance with the State standards.*

**25. Discuss any applicable changes to the local board structure (do not include changes to specific individuals on the board). Please attach a copy of your local bylaws that reflect these changes. [Title 20 CFR Part 661.355 and CUIC Section 14202]**

*None.*

## **MEMORANDUM OF UNDERSTANDING**

The WIA requires that a Memorandum of Understanding (MOU) between the local board and each of the One-Stop partners concerning the operation of the One-Stop delivery system be executed. A copy of each MOU must be included with the plan modification. [WIA Section 118(b)(2)(B)]

The MOU may be developed as a single umbrella document, or as singular agreements between the partners and the board. The MOUs should present in specific terms, member contributions and the mutual methodologies used in overseeing the operations of the One-Stop career center system.

The MOU must describe: [WIA Section 121(c)(1) and (2) and CUI Section 14230(d)]

- What services will be provided through the One-Stop system.
- How the costs of services and operating costs will be funded, including cost-sharing strategies. Please include any Resource Sharing Agreements.
- What methods will be used for referral of individuals between the One-Stop operator and partners.
- How long the MOU will be in effect.
- What procedures have been developed for amending the MOU.
- Other provisions consistent or as deemed necessary by the local board.
- The local board's policy for identifying individuals who, because of their skills or experience, should be referred immediately to training services.

## **ASSURANCES**

- A. The Local Workforce Investment Board assures that it will comply with the uniform administrative requirements referred to in WIA Section 184(a)(3).
- B. The Local Workforce Investment Board assures that no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing. [WIA Section 181(b)(7)]
- C. The Local Workforce Investment Board assures that the board will comply with the nondiscrimination provisions of WIA Section 188.
- D. The Local Workforce Investment Board assures that the board will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIA Section 188.
- E. The Local Workforce Investment Board assures that there will be compliance with grant procedures of WIA Section 189(c).

- F. The Local Workforce Investment Board assures that funds will be spent in accordance with the Workforce Investment Act, written Department of Labor guidance, and other applicable Federal and State laws and regulations.
- G. The Local Workforce Investment Board assures that veteran workforce investment programs funded under WIA, Section 168 will be carried out in accordance with that Section.
- H. The Local Workforce Investment Board assures it will comply with future State Workforce Investment Board policies and guidelines, legislative mandates, or other special provisions as may be required under Federal law or policy, including the Workforce Investment Act or State legislation.
- I. The Local Workforce Investment Board assures that when allocated adult funds for employment and training activities are limited, priority shall be given to veterans, recipients of public assistance and other low-income individuals for intensive and training services. [WIA Section 134(d)(4)(E), 118(b)(4), and CUIA Section 14230(a)(6)]
- J. The Local Workforce Investment Board certifies that its One-Stop Centers will recognize and comply with applicable labor agreements affecting represented employees located in the Centers. This shall include the right to access by State labor organization representatives pursuant to the Ralph Dills Act. [Chapter 10.3 (commencing with Section 3512) of Division 4, of Title 1 of the Government Code, and CUIA Section 14233]
- K. The Local Workforce Investment Board assures that State employees who are located at the One-Stop Centers shall remain under the supervision of their employing department for the purposes of performance evaluations and other matters concerning civil service rights and responsibilities. State employees performing services at One-Stop Centers shall retain existing civil service and collective bargaining protections on matters relating to employment, including but not limited to: hiring, promotion, discipline, and grievance procedures.
- L. The Local Workforce Investment Board assures that when work-related issues arise at One-Stop Centers between State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employee's civil service supervisor. The One-Stop Career Center operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act [Part 2.8 (commencing with Section 12900) of Division 3, of Title 2 of the Government Code], threats and/or violence concerning State employees, and State employee misconduct.
- M. One-Stop Operator is responsible for administering One-Stop Center services in accord with roles to be determined by the Local Workforce Investment Board. The Local Workforce Investment Board assures that it will select the One-Stop Operator with the agreement of the CEO, through one of three means:
  - 1. Through a consortium of at least three or more required One-Stop partners; or
  - 2. Through competitive process such as a Request for Proposal; or
  - 3. It may serve as the One-Stop Operator directly but only with the consent of the Chief Elected Official and the Governor.

The only time these selection procedures are not required is in the following circumstances inclusive: the One-Stop delivery system, of which the operator is a part, existed before August 7, 1998; the existing One-Stop system includes all of the required One-Stop partners; and an MOU has been executed which is consistent with the requirements of the Act. [WIA Section 121(d)(2)(A), and Title 20 CFR Part 662.410]

PROGRAM ADMINISTRATION DESIGNEE AND PLAN SIGNATURES

This Local Plan represents the Alliance Workforce Investment Board's efforts to maximize and coordinate resources available under Title I of the Workforce Investment Act (WIA) of 1998.

This Local Plan is submitted for the period of July 1, 2011 through June 30, 2012 in accordance with the provisions of the WIA.

Local Workforce Investment Board Chair

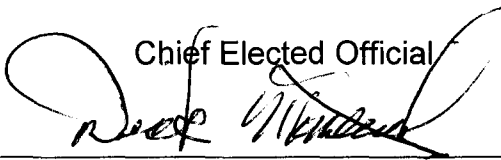
  
\_\_\_\_\_  
Signature

Sean Carroll  
\_\_\_\_\_  
Name

Chair, Alliance Board  
\_\_\_\_\_  
Title

6/22/2011  
\_\_\_\_\_  
Date

Chief Elected Official

  
\_\_\_\_\_  
Signature

Dick Monteith  
\_\_\_\_\_  
Name

Chair, Board of Supervisors  
\_\_\_\_\_  
Title

JUN 28 2011  
\_\_\_\_\_  
Date

# **ATTACHMENT A**

## **BUDGET PLAN SUMMARIES**

**WIA Title 1B-Adult  
1B-Youth  
1B-Dislocated Worker**



<input checked="" type="checkbox"/> <b>WIA Local Plan Modification PY 2011-12</b>	<b>Local Area</b>	<b>Stanislaus County</b>
<b>Modification #7</b>	<b>Date:</b>	<b>07/01/11</b>

**TITLE IB BUDGET PLAN SUMMARY<sup>1</sup> (Adult or Dislocated Worker)**

WIA 118; 20 CFR 661.350(a)(13)

PROGRAM TYPE for PY 2011, beginning 07/01/11 through 06/30/12

Grant Code 201/202/203/204 WIA IB-Adult

Grant Code 501/502/503/504 WIA IB-Dislocated Worker

<b>FUNDING IDENTIFICATION</b>	<b>K178697 Subgrant</b>	<b>K282512 Subgrant</b>
1. Year of Appropriation	2010	2011
2. Formula Allocation	2,578,563	2,081,281
3. Allocation Adjustment - Plus or Minus		
4. Transfers - Plus or Minus	300,000	
5. TOTAL FUNDS AVAILABLE (Lines 2 thru 4)	2,878,563	2,081,281
<b>TOTAL ALLOCATION COST CATEGORY PLAN</b>		
6. Program Services (sum of Lines 6.A thru 6.E)	2,590,707	1,873,153
A. Core Self Services	606,848	350,295
B. Core Registered Services	492,050	432,012
C. Intensive Services	899,693	637,759
D. Training Services	592,116	453,087
E. Other		
7. Administration (Line 5 minus 6)	287,856	208,128
8. TOTAL (Line 6 plus 7)	2,878,563	2,081,281
<b>QUARTERLY TOTAL EXPENDITURE PLAN (cumulative from July 1, 2010 and July 1, 2011 respectively)</b>		
9. September 2010	196,326	
10. December 2010	918,806	
11. March 2011	1,938,504	
12. June 2011	2,878,563	
13. September 2011	2,878,563	475,000
14. December 2011	2,878,563	995,000
15. March 2012	2,878,563	1,570,000
16. June 2012	2,878,563	2,081,281
17. September 2012		2,081,281
18. December 2012		2,081,281
19. March 2013		2,081,281
20. June 2013		2,081,281
<b>COST COMPLIANCE PLAN (maximum 10%)</b>		
21. % for Administration Expenditures (Line 7/Line 5)	10%	10%

Mike Firpo, Manager III (209) 558-2120  
 Contact Person, Title Telephone Number

6/6/2011  
 Date Prepared

Comments:

<sup>1</sup> Refer to 20 CFR Part 667.160 and WIA Directive WIAD01-10 for guidance and information regarding local area obligation rates, and recapture and reallocation policies and procedures.

<input checked="" type="checkbox"/> WIA Local Plan Modification PY 2011-12	Local Area	Stanislaus County
Modification # <u>7</u>	Date:	07/01/11

**TITLE IB BUDGET PLAN SUMMARY<sup>1</sup>** (Adult or Dislocated Worker)

WIA 118; 20 CFR 661.350(a)(13)

PROGRAM TYPE for PY 2011, beginning 07/01/11 through 06/30/12

- Grant Code 201/202/203/204 WIA IB-Adult  
 Grant Code 501/502/503/504 WIA IB-Dislocated Worker

FUNDING IDENTIFICATION	K178697 Subgrant	K282512 Subgrant
1. Year of Appropriation	2010	2011
2. Formula Allocation	2,605,785	2,228,843
3. Allocation Adjustment - Plus or Minus		
4. Transfers - Plus or Minus	(300,000)	
5. TOTAL FUNDS AVAILABLE (Lines 2 thru 4)	2,305,785	2,228,843
TOTAL ALLOCATION COST CATEGORY PLAN		
6. Program Services (sum of Lines 6.A thru 6.E)	2,075,208	2,005,959
A. Core Self Services	390,910	398,902
B. Core Registered Services	338,729	460,497
C. Intensive Services	745,900	691,670
D. Training Services	599,669	454,890
E. Other		
7. Administration (Line 5 minus 6)	230,577	222,884
8. TOTAL (Line 6 plus 7)	2,305,785	2,228,843
QUARTERLY TOTAL EXPENDITURE PLAN (cumulative from July 1, 2010 and July 1, 2011 respectively)		
9. September 2010	397,025	
10. December 2010	936,913	
11. March 2011	657,538	
12. June 2011	1,597,597	
13. September 2011	2,305,785	
14. December 2011	2,305,785	650,000
15. March 2012	2,305,785	1,275,000
16. June 2012	2,305,785	1,925,000
17. September 2012		2,228,843
18. December 2012		2,228,843
19. March 2013		2,228,843
20. June 2013		2,228,843
COST COMPLIANCE PLAN (maximum 10%)		
21. % for Administration Expenditures (Line 7/Line 5)	10%	10%

Mike Firpo, Manager III	(209) 558-2120	6/6/2011
Contact Person, Title	Telephone Number	Date Prepared
Comments:		

<sup>1</sup> Refer to 20 CFR Part 667.160 and WIA Directive WIAD01-10 for guidance and information regarding local area obligation rates, and recapture and reallocation policies and procedures.

<input checked="" type="checkbox"/> <b>WIA Local Plan Modification PY 2011-12</b> Modification # <u>7</u>	<b>Local Area:</b> <u>Stanislaus County</u> <b>Date:</b> <u>04/01/11</u>
--	---

**TITLE IB BUDGET PLAN SUMMARY<sup>1</sup> (Youth)**

WIA 118; 20 CFR 661.350(a)(13)

PROGRAM TYPE for PY 2011, beginning 04/01/11 through 06/30/12

Grant Code 301/302/303/304 WIA IB-Youth

FUNDING IDENTIFICATION	K178697 Subgrant	K282512 Subgrant
1. Year of Appropriation	2010	2011
2. Formula Allocation	2,675,490	2,380,396
3. Allocation Adjustment - Plus or Minus		
4. TOTAL FUNDS AVAILABLE (Line 2 plus 3)	2,675,490	2,380,396
TOTAL ALLOCATION COST CATEGORY PLAN		
5. Program Services (sum of Lines 5A and 5B)	2,407,941	2,142,357
A. In School	577,906	615,526
B. Out-of-School (30%)	1,830,035	1,526,831
6. Administration (Line 4 minus 5)	267,549	238,039
7. TOTAL (Line 5 plus 6)	2,675,490	2,380,396
QUARTERLY TOTAL EXPENDITURE PLAN (cumulative from April 1, 2010 and April 1, 2011 respectively)		
8. June 2010		
9. September 2010		
10. December 2010	588,017	
11. March 2011	1,023,001	
12. June 2011	1,901,001	
13. September 2011	2,601,001	
14. December 2011	2,675,490	650,000
15. March 2012	2,675,490	1,325,000
16. June 2012	2,675,490	2,000,000
17. September 2012		2,380,396
18. December 2012		2,380,396
19. March 2013		2,380,396
20. June 2013		2,380,396
COST COMPLIANCE PLAN		
21. % for Administration Expenditures (Line 6/Line 4)	10%	10%

Mike Firpo, Manager III	(209) 558-2120	6/6/2011
Contact Person, Title	Telephone Number	Date Prepared

Comments:

---



---

<sup>1</sup> Refer to 20 CFR Part 667.160 and WIA Directive WIAD01-10 for guidance and information regarding local area obligation rates, and recapture and reallocation policies and procedures.

# **ATTACHMENT B**

## **Participant Plan Summaries (PPS) Title 1B PPS**

**WIA Local Plan Modification PY 2011-12**  
**Modification # 7**

**Local Area: STANISLAUS**  
**Date: 06/03/11**

**TITLE IB PARTICIPANT PLAN SUMMARY**

WIA 118; 20 CFR 661.350(a)(13); TEGL 17-05

Plan the number of individuals that are in each category.

<b>Totals for PY 2010 (07/01/11 through 06/30/12)</b>	<b>ADULT</b>	<b>DW</b>	<b>YOUTH</b>
1. Registered Participants Carried in from PY 2010	475	408	1
2. New Registered Participants for PY 2011	324	204	315
3. Total Registered Participants for PY 2011 (Line 1 plus 2)	799	612	316
4. Exiters for PY 2011	395	300	316
5. Registered Participants Carried Out to PY 2012 (Line 3 minus 4)	404	312	

**PROGRAM SERVICES**

6. Core Self Services	9,310	6,470	
7. Core Registered Services	799	612	
8. Intensive Services	799	612	
9. Training Services	120	80	

**YOUTH MEASURES**

10. Attainment of a Literacy and/or Numeracy Gain			70
11. Attainment of a High School Diploma, GED, or Certificate			95

**EXIT STATUS**

12. Entered Employment	320	240	110
12A. Training-related	110	77	50
13. Remained with Layoff Employer		7	
14. Entered Military Service			3
15. Entered Advanced Training			15
16. Entered Postsecondary Education			87
17. Entered Apprenticeship Program			
18. Returned to Secondary School			
19. Exited for Other Reasons	19	15	75

Kasey Houck, Staff Services Coordinator  
 Contact Person, Title

209-558-2109  
 Telephone Number

6/3/2011  
 Date Prepared

Comments:

---



---



---

# **ATTACHMENT C**

## **Negotiated Levels of Performance Chart Title 1B – Local & State**



WIA Local Plan Modification PY 2011-12

Local Area: Stanislaus CountyModification # 7Date: 07/01/2011**WORKFORCE INVESTMENT ACT TITLE IB****\*STATE NEGOTIATED LEVELS OF PERFORMANCE<sup>1</sup>**

WIA Requirement at Section 136(b) <sup>2</sup>	PY 2009-10	PY 2010-11	PY 2011-12
<b>Adults</b>			
Entered Employment Rate	56%	56%	
Employment Retention Rate	81%	81%	
Average Earnings	\$13,000	\$13,000	
<b>Dislocated Workers</b>			
Entered Employment Rate	68%	70%	
Employment Retention Rate	83%	83%	
Average Earnings	\$15,900	\$15,900	
<b>Youth (ages 14-21)</b>			
Placement in Employment or Education	69%	65%	
Attainment of a Degree or Certificate	65%	61%	
Literacy and Numeracy Gains	40%	40%	

**\*LOCAL NEGOTIATED LEVELS OF PERFORMANCE<sup>1</sup>**

WIA Requirement at Section 136(c) <sup>2</sup>	PY 2009-10	PY 2010-11	PY 2011-12
<b>Adults</b>			
Entered Employment Rate			
Employment Retention Rate			
Average Earnings			
<b>Dislocated Workers</b>			
Entered Employment Rate			
Employment Retention Rate			
Average Earnings			
<b>Youth (ages 14-21)</b>			
Placement in Employment or Education	69%	65%	
Attainment of a Degree or Certificate	65%	61%	
Literacy and Numeracy Gains	40%	40%	

**\*PLEASE NOTE:**

THE STATE AND LOCAL NEGOTIATED LEVELS OF PERFORMANCE HAVE BEEN RELEASED YET. THE FORM WILL BE UPDATED AND PROVIDED TO THE STATE AS SOON AS THE DATA BECOMES AVAILABLE.

<sup>1</sup> Guidance on state and local performance can be found on the U.S. Department of Labor (DOL) [Employment and Training Administration](#) Web site. Specific Training and Employment Guidance Letters (TEGL) include, but are not limited to 8-99, 11-01, and 17-05. For additional guidance, see Workforce Services Directives WSD08-6 and WSD10-11.

<sup>2</sup> The DOL Employment and Training Administration approved California's waiver request to move from the statutory performance measures specified in WIA Section 136 to the common performance measures defined in TEGL 17-05. This waiver was initially approved for Program Year (PY) 2007-08 and was extended for PYs 2008-09, 2009-10, and 2010-11.

# **ATTACHMENT D**

## **Local Grant Recipient Listing**



**Budget, Participation, and Performance Forms**

**STATE of CALIFORNIA**

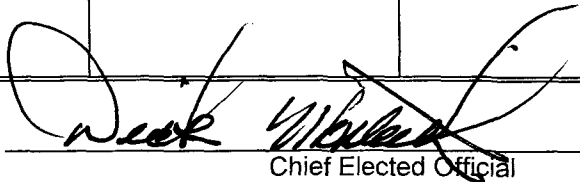
**LOCAL AREA GRANT RECIPIENT LISTING**

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

**(Stanislaus County Alliance Worknet (The Alliance))**

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

Signature: \_\_\_\_\_

  
Chief Elected Official

\_\_\_\_\_ JUN 28 2011

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.

## **ATTACHMENT E**

### **Copies of MOU's for Each One-Stop**

## PARTNER / PROGRAM

- A. 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)
  
- B. Stanislaus Alliance Worknet (AW)
  - Workforce Investment Act (WIA)
  - Older Workers Act Program
  
- C. California State Department of Vocational Rehabilitation (DOR)
  - Rehabilitation Act of 1973, as amended by WIA
  
- D. Stanislaus County Community Services Agency (CSA)
  - StanWorks (CalWORKS – TANF)
  
- E. Central Valley Opportunity Center (CVOOC)
  - Community Services Block Grant
  - WIA 167 Migrant Seasonal Farm Workers (MSFW) Program
  
- F. Housing Authority of Stanislaus County (HASC)
  - Housing and Urban Development Employment & Training Program
  - Family Self-Sufficiency Program (FSS)
  
- G. Ceres Unified School District (CUSD)
  - Adult Education Act and Literacy Act
  
- H. Yosemite Community College District (YCCD)
  - Post-Secondary Vocational Education
  
- I. Stanislaus County Office of Education (SCOE)
  - Regional Occupational Program (ROP)
  
- J. 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.



ALLIANCE WORKNET

251 EAST WACKETT ROAD, SUITE C-2  
P. O. BOX 3389  
MODESTO, CA. 95353-3389

P 209.558.2100  
F 209.558.2164  
ALLIANCEWORKNET.COM

August 20, 2007

Mr. Robert Bittner, Regional Manager  
Employment Development Department  
P.O. Box 3227  
Modesto, CA 95353


**Renewal of One-Stop Memorandum of Understanding**

Dear Mr. Bittner:

Thank you very much for the assistance and cooperation received from your staff during the MOU renewal process. Enclosed is a signed copy of your MOU and Resource Sharing Agreement between Stanislaus Alliance Worknet (AW) and Employment Development Department.

If you have any questions, Please don't hesitate to call or e-mail me at 558-2113, [rowej@stanalliance.com](mailto:rowej@stanalliance.com).

Sincerely,



Jeffrey Rowe  
Director

Stanislaus Alliance Worknet

Enclosures

JR:ms

# 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 (CaWORKS – 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 12<sup>th</sup> 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:
  - a. Information and referral to services including services to veterans, Native Americans, ex-felons, unemployment insurance recipients, welfare clients, and migrant seasonal farm workers;
  - b. Labor Market Information;
  - c. Coordinate benefits for Unemployment Insurance;
  - d. Initial Assistance Workshops that include topics such as labor market information, referrals to employers, job search, training benefits, and veterans services; and
  - e. Assist job seekers in utilizing available resources.

## **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 a**

**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](mailto: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.

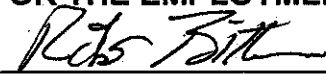
**AUTHORITY AND SIGNATURES**

**FOR THE STANISLAUS ECONOMIC DEVELOPMENT AND WORKFORCE ALLIANCE**

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

8/2/07  
Date

**FOR THE EMPLOYMENT DEVELOPMENT DEPARTMENT**

  
\_\_\_\_\_  
Mr. Robert Bittner, Regional Manager,  
Employment Development Department

7/3/07  
Date

## WIA Partners & Contact Information

Partner	Name	Business Address	Contact Name	Phone/E-Mail	Fax Number
A	Employment Development Department (EDD)	629 12 <sup>th</sup> Street Modesto, CA 95354  P.O. Box 3227 Modesto, CA 95353	Glenna Henson Manager	(209) 576-6007  <a href="mailto:ghenson2@edd.ca.gov">ghenson2@edd.ca.gov</a>	(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  <a href="mailto:rowej@stanalliance.com">rowej@stanalliance.com</a>	(209) 558-2164
C	California State Department of Vocational Rehabilitation (DOR)	1209 Woodrow Ave. Suite B1 Modesto, CA 95350	Kimball Dreiling Supervisor  Dafia Banda-Davis	(209) 576-6115  <a href="mailto:kdreilin@dor.ca.gov">kdreilin@dor.ca.gov</a>  (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  <a href="mailto:tollefsd@co.stanislaus.ca.us">tollefsd@co.stanislaus.ca.us</a>	(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  <a href="mailto:jepson@cvoc.org">jepson@cvoc.org</a>	(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  <a href="mailto:bill@stancoha.org">bill@stancoha.org</a> <a href="mailto:sentry@stancoha.org">sentry@stancoha.org</a>	(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  <a href="mailto:jimmonds@ceres.k12.ca.us">jimmonds@ceres.k12.ca.us</a>	(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  <a href="mailto:boodrookasg@yosemite.cc.ca.us">boodrookasg@yosemite.cc.ca.us</a>	(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  <a href="mailto:tchangnon@stancoe.org">tchangnon@stancoe.org</a> <a href="mailto:hmeneses@stancoe.org">hmeneses@stancoe.org</a>  <a href="mailto:cyoung@stancoe.org">cyoung@stancoe.org</a>	(209) 525-5147 (209) 525-5108
J	The Alliance Small Business Development Center (SBDC)	1020 10 <sup>th</sup> Street Suite 102 Modesto, CA 95354	Kurtis Clark, Director  Jackie Genova, A.A.	(209) 567-4910  <a href="mailto:director@alliancesbdc.com">director@alliancesbdc.com</a> <a href="mailto:genovaia@alliancesbdc.com">genovaia@alliancesbdc.com</a>	(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	\$1,278,830.00
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%

**Modesto**

Name of Organization

Employment Development Department (EDD)

Projected Budget	Estimated Annual Contribution	Funding Source	Provided By	Total Resource Cost
<b>STAFF COSTS</b>				
Employment Program Mgr. I (.20 * \$60,162)	\$12,032.00		EDD	\$12,032.00
Employment Program Sup. I (1 * \$ 56,884)	\$56,884.00		EDD	\$56,884.00
Employment Program Rep. (8 * \$49,394)	\$395,152.00		EDD	\$395,152.00
Office Technician (Typing) (1* \$36,937)	\$36,937.00		EDD	\$36,937.00
Bilingual Pay (7 * \$1,200)	\$8,400.00		EDD	\$8,400.00
Resource Center Staff (FTE)				
Administrative Staff (FTE)	\$32,296.00		EDD	\$32,296.00
<b>TOTAL STAFF COSTS</b>	<b>\$541,701.00</b>		<b>EDD</b>	<b>\$541,701.00</b>
Administrative Staff & Technical Support	\$174,941.00		EDD	\$174,941.00
Benefits	\$269,388.00		EDD	\$269,388.00
<b>TOTAL STAFF &amp; ADMINISTRATIVE COST</b>	<b>\$986,030.00</b>		<b>EDD</b>	<b>\$986,030.00</b>
<b>OPERATING EXPENSES &amp; EQUIPMENT (OE&amp;E)</b>				
Equipment/Technology	\$237,532.00		EDD	\$237,532.00
Direct OE&E per position (includes: supplies, training & travel)	\$13,846.00		EDD	\$13,846.00
<b>TOTAL OPERATING EXPENSE &amp; EQUIPMENT (OE&amp;E)</b>	<b>\$251,378.00</b>		<b>EDD</b>	<b>\$251,378.00</b>
<b>FACILITY COSTS</b>				
Rent/Leases	\$40,028.00		EDD	\$40,028.00
Telephones	\$13,142.00		EDD	\$13,142.00
HHSDC/CalJOBS	\$5,288.00		EDD	\$5,288.00
Building & Grounds Maintenance				
Insurance				
Security				
Telecommunications				
<b>TOTAL FACILITY COSTS</b>	<b>\$58,458.00</b>		<b>EDD</b>	<b>\$58,458.00</b>
<b>EQUIPMENT COSTS</b>				
Equipment (computers, copiers, fax machine, telephone, etc.)				
Maintenance of Equipment				
Software				
<b>TOTAL EQUIPMENT COSTS</b>				
<b>SUPPLIES</b>				
General supplies (Includes printing, Safety & FED EX)				
Printing				
Fed EX/UPS				
Safety Supplies				
<b>TOTAL SUPPLIES</b>				
Subscriptions/Periodicals (include newspapers, magazines, internet, etc.)				
Internet (8-connections)				
Marketing				
Miscellaneous				
Postage				
Memberships				
Overhead				
<b>TOTAL MISCELLANEOUS</b>				
<b>TOTAL CONTRIBUTIONS</b>	<b>\$1,295,866.00</b>		<b>EDD</b>	<b>\$1,295,866.00</b>

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.

One Stop Location

125 N. Broadway Ave.; Turlock, CA 95380

**Turlock**

Name of Organization

Employment Development Department (EDD)

Projected Budget	Estimated Annual Contribution	Funding Source	Provided By	Total Resource Cost
<b>STAFF COSTS</b>				
Employment Program Sup. I (.20 * \$56,884)	\$11,377.00		EDD	\$11,377.00
Employment Program Rep. (6 * \$49,394)	\$296,364.00		EDD	\$296,364.00
Bilingual Pay (4 * \$1,200)	\$4,800.00		EDD	\$4,800.00
Resource Center Staff (FTE)				
Administrative Staff (FTE)	\$19,815.00		EDD	\$19,815.00
<b>TOTAL STAFF COSTS</b>	<b>\$332,356.00</b>		<b>EDD</b>	<b>\$332,356.00</b>
Administrative Staff & Technical Support	\$103,744.00		EDD	\$103,744.00
Benefits	\$165,281.00		EDD	\$165,281.00
<b>TOTAL STAFF &amp; ADMINISTRATIVE COST</b>	<b>\$601,381.00</b>		<b>EDD</b>	<b>\$601,381.00</b>
<b>OPERATING EXPENSES &amp; EQUIPMENT (OE&amp;E)</b>				
Equipment/Technology	\$140,862.00		EDD	\$140,862.00
Direct OE&E per position (includes: supplies, training & travel)	\$8,211.00		EDD	\$8,211.00
<b>TOTAL OPERATING EXPENSE &amp; EQUIPMENT (OE&amp;E)</b>	<b>\$149,073.00</b>		<b>EDD</b>	<b>\$149,073.00</b>
<b>FACILITY COSTS</b>				
Rent/Leases	\$164,670.00		EDD	\$164,670.00
Telephones	\$11,828.00		EDD	\$11,828.00
HHSDC/CalJOBS	\$2,644.00		EDD	\$2,644.00
Building & Grounds Maintenance				
Insurance				
Security				
Telecommunications				
<b>TOTAL FACILITY COSTS</b>	<b>\$179,142.00</b>		<b>EDD</b>	<b>\$179,142.00</b>
<b>EQUIPMENT COSTS</b>				
Equipment (computers, copiers, fax machine, telephone, etc.)				
Maintenance of Equipment				
Software				
<b>TOTAL EQUIPMENT COSTS</b>				
<b>SUPPLIES</b>				
General supplies (Includes printing, Safety & FED EX)				
Printing				
Fed EX/UPS				
Safety Supplies				
<b>TOTAL SUPPLIES</b>				
<b>Subscriptions/Periodicals</b>				
(Include newspapers, magazines, internet, etc.)				
Internet (8-connections)				
<b>Marketing</b>				
<b>Miscellaneous</b>				
Postage				
Memberships				
Overhead				
<b>TOTAL MISCELLANEOUS</b>				
<b>TOTAL CONTRIBUTIONS</b>	<b>\$929,596.00</b>		<b>EDD</b>	<b>\$929,596.00</b>

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 12<sup>th</sup> 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:
  - a. Information and referral to services including services to veterans, Native Americans, ex-felons, unemployment insurance recipients, welfare clients, and migrant seasonal farm workers;
  - b. Labor Market Information;
  - c. Initial Assistance Workshops that include topics such as labor market information, referrals to employers, job search, training benefits, and veterans services; and
  - d. Assist job-seekers in utilizing available resources.

## **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 b**

**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](mailto: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.

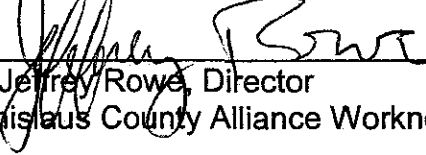
**AUTHORITY AND SIGNATURES**

**FOR THE STANISLAUS ECONOMIC DEVELOPMENT AND WORKFORCE ALLIANCE**

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

8/2/07  
Date

**FOR THE STANISLAUS COUNTY ALLIANCE WORKNET**

  
\_\_\_\_\_  
Mr. Jeffrey Rowe, Director  
Stanislaus County Alliance Worknet

7/3/07  
Date

## WIA Partners & Contact Information

Partner	Name	Business Address	Contact Name	Phone/E-Mail	Fax Number
A	Employment Development Department (EDD)	629 12 <sup>th</sup> Street Modesto, CA 95354  P.O. Box 3227 Modesto, CA 95353	Glenna Henson Manager	(209) 576-6007  <a href="mailto:ghenson2@edd.ca.gov">ghenson2@edd.ca.gov</a>	(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  <a href="mailto:rowei@stanalliance.com">rowei@stanalliance.com</a>	(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  <a href="mailto:kdreilin@dor.ca.gov">kdreilin@dor.ca.gov</a>  (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  <a href="mailto:tollefsd@co.stanislaus.ca.us">tollefsd@co.stanislaus.ca.us</a>	(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  <a href="mailto:jepson@cvoc.org">jepson@cvoc.org</a>	(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  <a href="mailto:bill@stancoha.org">bill@stancoha.org</a> <a href="mailto:sgentry@stancoha.org">sgentry@stancoha.org</a>	(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  <a href="mailto:jsimmonds@ceres.k12.ca.us">jsimmonds@ceres.k12.ca.us</a>	(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  <a href="mailto:boodrookasq@yosemite.cc.ca.us">boodrookasq@yosemite.cc.ca.us</a>	(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  <a href="mailto:tchangnon@stancoe.org">tchangnon@stancoe.org</a> <a href="mailto:hmeneses@stancoe.org">hmeneses@stancoe.org</a>  <a href="mailto:cyoung@stancoe.org">cyoung@stancoe.org</a>	(209) 525-5147 (209) 525-5108
J	The Alliance Small Business Development Center (SBDC)	1020 10 <sup>th</sup> Street Suite 102 Modesto, CA 95354	Kurtis Clark, Director  Jackie Genova, A.A..	(209) 567-4910  <a href="mailto:director@alliancesbdc.com">director@alliancesbdc.com</a> <a href="mailto:genovaja@alliancesbdc.com">genovaja@alliancesbdc.com</a>	(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

Stanislaus Alliance Worknet (AW)

Projected Budget	Estimated Annual Contribution	Funding Source	Provided By	Total Resource Cost
<b>STAFF COSTS</b>				
Resource Center Staff (FTE) (4 * \$60,216 Average Annual Salary)	\$240,864.00	WIA	AW	\$240,864.00
Resource Center Staff (FTE) (2 * \$60,216 Average Annual Salary)	\$120,432.00	WIA	AW	\$120,432.00
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Administrative Staff (FTE)				
<b>TOTAL STAFF COSTS</b>	<b>\$361,296.00</b>			<b>\$361,296.00</b>
Administrative Staff & Technical Support	\$26,580.00	WIA	AW	\$26,580.00
Benefits				
<b>TOTAL STAFF &amp; ADMINISTRATIVE COST</b>	<b>\$387,876.00</b>	<b>WIA</b>	<b>AW</b>	<b>\$387,876.00</b>
<b>OPERATING EXPENSES &amp; EQUIPMENT (OE&amp;E)</b>				
Equipment/Technology	\$15,083.00	WIA	AW	\$15,083.00
Direct OE&E per position (includes: supplies, training & travel)				
<b>TOTAL OPERATING EXPENSE &amp; EQUIPMENT (OE&amp;E)</b>	<b>\$15,083.00</b>	<b>WIA</b>	<b>AW</b>	<b>\$15,083.00</b>
<b>FACILITY COSTS</b>				
Rent/Leases (including utilities)	\$89,194.00	WIA	AW	\$89,194.00
Building & Grounds Maintenance	\$15,340.00	WIA	AW	\$15,340.00
Insurance	\$537.00	WIA	AW	\$537.00
Security	\$7,590.00	WIA	AW	\$7,590.00
Telecommunications	\$6,648.00	WIA	AW	\$6,648.00
<b>TOTAL FACILITY COSTS</b>	<b>\$119,309.00</b>	<b>WIA</b>	<b>AW</b>	<b>\$119,309.00</b>
<b>EQUIPMENT COSTS</b>				
Equipment (computers, copiers, fax machine, telephone, etc.)	\$52,432.00	WIA	AW	\$52,432.00
Maintenance of Equipment	\$3,400.00	WIA	AW	\$3,400.00
Software	\$994.00	WIA	AW	\$994.00
<b>TOTAL EQUIPMENT COSTS</b>	<b>\$56,826.00</b>	<b>WIA</b>	<b>AW</b>	<b>\$56,826.00</b>
<b>SUPPLIES</b>				
General supplies (Includes printing, Safety & FED EX)	\$10,382.00	WIA	AW	\$10,382.00
Printing	\$1,965.00	WIA	AW	\$1,965.00
Fed EX/UPS				
Safety Supplies	\$200.00	WIA	AW	\$200.00
<b>TOTAL SUPPLIES</b>	<b>\$12,547.00</b>	<b>WIA</b>	<b>AW</b>	<b>\$12,547.00</b>
Subscriptions/Periodicals (Include newspapers, magazines, internet, etc.)	\$1,062.00	WIA	AW	\$1,062.00
Internet (8-connections)				
<b>Marketing</b>				
<b>Miscellaneous</b>				
Postage	\$400.00	WIA	AW	\$400.00
Memberships	\$372.00	WIA	AW	\$372.00
Overhead	\$1,822.00	WIA	AW	\$1,822.00
<b>TOTAL MISCELLANEOUS</b>	<b>\$2,594.00</b>	<b>WIA</b>	<b>AW</b>	<b>\$2,594.00</b>
<b>TOTAL CONTRIBUTIONS</b>	<b>\$595,297.00</b>	<b>WIA</b>	<b>AW</b>	<b>\$595,297.00</b>

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



ALLIANCE WORKNET

251 E. HACKETT ROAD, SUITE C-2  
P. BOX 3389  
MODESTO, CA. 95353-3389

P 209.558.2100  
F 209.558.2164  
ALLIANCEWORKNET.COM

August 20, 2007

Mr. Arthur Lopez, District Administrator  
California State Department of Vocational Rehabilitation  
209 Woodrow Ave.; Suite B1  
Modesto, CA 95350

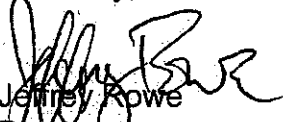
**Renewal of One-Stop Memorandum of Understanding**

Dear Mr. Lopez:

Thank you very much for the assistance and cooperation received from your staff during the MOU renewal process. Enclosed is a signed copy of your MOU and Resource Sharing Agreement between Stanislaus Alliance Worknet (AW) and California State Department of Vocational Rehabilitation.

If you have any questions, Please don't hesitate to call or e-mail me at 558-2113, [rowej@stanalliance.com](mailto:rowej@stanalliance.com).

Sincerely,



Jeffrey Rowe  
Director

Stanislaus Alliance Worknet

Enclosures

JR:ms

# 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 12<sup>th</sup> 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 Department of Rehabilitation provides those vocational services, which are essential in assisting eligible individuals with disabilities in the return to employment and independent living. Applicants receive those vocational rehabilitation services, which are required to determine the presence of a disability and rehabilitation potential.

The full scope of vocational rehabilitation services may be provided to any client determined to be eligible for vocational rehabilitation if those services are necessary to prepare a client for suitable employment.

Vocational Rehabilitation Services that may be provided, but not limited to are:

- Vocational rehabilitation counseling, guidance, and referral services
- Comprehensive and specialized disability related assessments
- Individual disability related counseling and career planning
- Short-term prevocational services
- Job search and placement assistance
- Physical and mental restoration services necessary for participation in intensive services (medical or medically related rehabilitation services, e.g., hearing aides, eyeglasses, and visual services)
- Supported employment services
- Rehabilitation technology, including assistive technology/devices
- Job Coaching
- Maintenance services
- Post employment services
- Personal assistance services (e.g., personal care services and the more traditional reader, note taker, tutor, interpreter, driver, and other personal services)

### **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 c**

**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](mailto: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 Konynenburg, Chair  
Stanislaus Economic Development and Workforce Alliance

8/2/07  
Date

**FOR THE CALIFORNIA STATE DEPARTMENT OF VOCATIONAL REHABILITATION**

  
\_\_\_\_\_  
Mr. Arthur Lopez, District Administrator  
California State Department of Vocational Rehabilitation

7/12/07  
Date

## VIA Partners & Contact Information

Partner	Name	Business Address	Contact Name	Phone/E-Mail	Fax Number
A	Employment Development Department (EDD)	629 12 <sup>th</sup> Street Modesto, CA 95354  P.O. Box 3227 Modesto, CA 95353	Glenna Henson Manager	(209) 576-6007  <a href="mailto:ghenson2@edd.ca.gov">ghenson2@edd.ca.gov</a>	(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  <a href="mailto:rowej@stanalliance.com">rowej@stanalliance.com</a>	(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  <a href="mailto:kdreilin@dor.ca.gov">kdreilin@dor.ca.gov</a>  (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  <a href="mailto:tollefsd@co.stanislaus.ca.us">tollefsd@co.stanislaus.ca.us</a>	(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  <a href="mailto:jepson@cvoc.org">jepson@cvoc.org</a>	(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  <a href="mailto:bill@stancoha.org">bill@stancoha.org</a> <a href="mailto:sgentry@stancoha.org">sgentry@stancoha.org</a>	(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  <a href="mailto:jsimmonds@ceres.k12.ca.us">jsimmonds@ceres.k12.ca.us</a>	(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  <a href="mailto:boodrookasg@yosemite.cc.ca.us">boodrookasg@yosemite.cc.ca.us</a>	(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  <a href="mailto:tchangnon@stancoe.org">tchangnon@stancoe.org</a> <a href="mailto:hmeneses@stancoe.org">hmeneses@stancoe.org</a>  <a href="mailto:cyoung@stancoe.org">cyoung@stancoe.org</a>	(209) 525-5147 (209) 525-5108
J	The Alliance Small Business Development Center (SBDC)	1020 10 <sup>th</sup> Street Suite 102 Modesto, CA 95354	Kurtis Clark, Director  Jackie Genova, A.A..	(209) 567-4910  <a href="mailto:director@alliancesbdc.com">director@alliancesbdc.com</a> <a href="mailto:genovaja@alliancesbdc.com">genovaja@alliancesbdc.com</a>	(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
<b>TOTAL STAFF COSTS</b>	\$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
<b>ADMINISTRATIVE STAFF &amp; TECHNICAL SUPPORT</b>	\$26,580.00								\$174,941.00	\$103,744.00		\$305,285.00
<b>BENEFITS</b>					3,500.00				\$269,388.00	\$165,281.00		\$438,169.00
<b>TOTAL STAFF &amp; ADMINISTRATIVE COSTS</b>	\$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
<b>TOTAL FTE'S</b>	6				0.15				17.2	10.2	0.10	33.65
<b>OPERATING EXPENSE &amp; EQUIPMENT (Supplies, training &amp; Travel)</b>	\$15,083.00				4,000.00				\$251,378.00	\$149,073.00		\$419,534.00
<b>TOTAL FACILITY COSTS</b>	\$119,309.00	\$ 6,000.00			2,500.00			\$ 5,940.00	\$58,458.00	\$179,142.00		\$371,349.00
<b>TOTAL EQUIPMENT/ TECHNOLOGY</b>	\$56,826.00	\$ 1,500.00	\$ 3,000.00			\$30,000.00						\$91,326.00
<b>TOTAL SUPPLIES</b>	\$12,547.00	\$ 1,652.00			\$ 300.00							\$14,499.00
<b>Subscriptions/Periodicals</b>	\$1,062.00	\$ 216.00										\$1,278.00
<b>Marketing</b>												
<b>TOTAL MISCELLANEOUS</b>	\$2,594.00				\$ 900.00							\$3,494.00
<b>TOTAL CONTRIBUTIONS</b>	\$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

California State Dept. of Vocational Rehabilitation (DOR)

Projected Budget	Estimated Annual Contribution	Funding Source	Provided By	Total Resource Cost
<b>STAFF COSTS</b>				
Resource Center Staff (FTE) (10% time basis)	\$7,812.00			\$7,812.00
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Administrative Staff (FTE)				
<b>TOTAL STAFF COSTS</b>				
	\$7,812.00			\$7,812.00
Administrative Staff & Technical Support				
Benefits				
<b>TOTAL STAFF &amp; ADMINISTRATIVE COST</b>				
	\$7,812.00			\$7,812.00
<b>OPERATING EXPENSES &amp; EQUIPMENT (OE&amp;E)</b>				
Equipment/Technology				
Direct OE&E per position (includes: supplies, training & travel)				
<b>TOTAL OPERATING EXPENSE &amp; EQUIPMENT (OE&amp;E)</b>				
<b>FACILITY COSTS</b>				
Rent/Leases				
Telephones				
HHSDC/CalJOBS				
Building & Grounds Maintenance				
Insurance				
Security				
Telecommunications				
<b>TOTAL FACILITY COSTS</b>				
<b>EQUIPMENT COSTS</b>				
Equipment (computers, copiers, fax machine, telephone, etc.)				
Maintenance of Equipment				
Software				
<b>TOTAL EQUIPMENT COSTS</b>				
<b>SUPPLIES</b>				
General supplies (Includes printing, Safety & FED EX)				
Printing				
Fed EX/UPS				
Safety Supplies				
<b>TOTAL SUPPLIES</b>				
Subscriptions/Periodicals (Include newspapers, magazines, internet, etc.)				
Internet (8-connections)				
<b>Marketing</b>				
<b>Miscellaneous</b>				
Postage				
Memberships				
Overhead				
<b>TOTAL MISCELLANEOUS</b>				
<b>TOTAL CONTRIBUTIONS</b>				
	\$7,812.00			\$7,812.00

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



**ALLIANCE WORKNET**

251 E. HACKETT ROAD, SUITE C-2  
P.O. BOX 3389  
MODESTO, CA 95353-3389

P 209.558.2100  
F 209.558.2164  
ALLIANCEWORKNET.COM

August 20, 2007

Mr. Ken Patterson, Director  
Stanislaus County Community Services Agency (CSA)  
251 E. Hackett Road  
P.O. Box 42  
Modesto, CA 95353

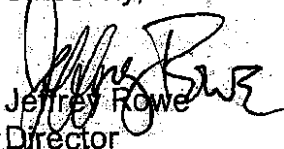
**Renewal of One-Stop Memorandum of Understanding**

Dear Mr. Patterson:

Thank you very much for the assistance and cooperation received from your staff during the MOU renewal process. Enclosed is a signed copy of your MOU and Resource Sharing Agreement between Stanislaus Alliance Worknet (AW) and Stanislaus County Community Services Agency (CSA).

If you have any questions, Please don't hesitate to call or e-mail me at 558-2113, [rowej@stanalliance.com](mailto:rowej@stanalliance.com).

Sincerely,



Jeffrey Rowe  
Director

Stanislaus Alliance Worknet

Enclosures

JR:ms



# 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 12<sup>th</sup> 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:
  - a. TANF assistance;
  - b. Food Stamps assistance; and
  - c. Medical assistance

## **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\_d**

**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](mailto: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**

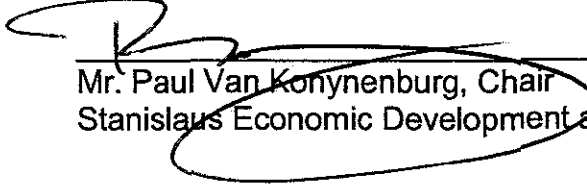
In the event that disputes should arise regarding the terms and conditions, the performance, or administration of this Agreement which cannot be resolved informally, the following procedure will be conducted: Each Party to this Agreement shall select an individual to participate in a dispute resolution 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 COMMUNITY SERVICES AGENCY**

  
\_\_\_\_\_  
Mr. Ken Patterson, Director  
Stanislaus County Community Services Agency

7/9/07  
Date

## /IA Partners & Contact Information

Partner	Name	Business Address	Contact Name	Phone/E-Mail	Fax Number
A	Employment Development Department (EDD)	629 12 <sup>th</sup> Street Modesto, CA 95354  P.O. Box 3227 Modesto, CA 95353	Glenna Henson Manager	(209) 576-6007  <a href="mailto:ghenson2@edd.ca.gov">ghenson2@edd.ca.gov</a>	(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  <a href="mailto:rowej@stanalliance.com">rowej@stanalliance.com</a>	(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  <a href="mailto:kdreilin@dor.ca.gov">kdreilin@dor.ca.gov</a>  (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  <a href="mailto:tollefsd@co.stanislaus.ca.us">tollefsd@co.stanislaus.ca.us</a>	(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  <a href="mailto:jepson@cvoc.org">jepson@cvoc.org</a>	(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  <a href="mailto:bill@stancoha.org">bill@stancoha.org</a> <a href="mailto:sgentry@stancoha.org">sgentry@stancoha.org</a>	(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  <a href="mailto:jsimmonds@ceres.k12.ca.us">jsimmonds@ceres.k12.ca.us</a>	(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  <a href="mailto:boodrookasg@yosemite.cc.ca.us">boodrookasg@yosemite.cc.ca.us</a>	(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  <a href="mailto:tchangnon@stancoe.org">tchangnon@stancoe.org</a> <a href="mailto:hmeneses@stancoe.org">hmeneses@stancoe.org</a>  <a href="mailto:cyoung@stancoe.org">cyoung@stancoe.org</a>	(209) 525-5147 (209) 525-5108
J	The Alliance Small Business Development Center (SBDC)	1020 10 <sup>th</sup> Street Suite 102 Modesto, CA 95354	Kurtis Clark, Director  Jackie Genova, A.A.	(209) 567-4910  <a href="mailto:director@alliancesbdc.com">director@alliancesbdc.com</a> <a href="mailto:genovaaja@alliancesbdc.com">genovaaja@alliancesbdc.com</a>	(209) 567-4955

# 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 12<sup>th</sup> 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 (SCOE) contracts with local school districts to offer Regional Occupational Program (ROP) training.

SCOE 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 SCOE.

There shall be no costs related to SCOE'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](mailto: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**

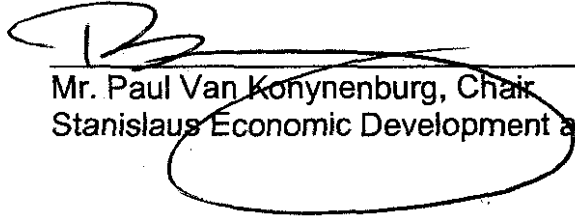
In the event that disputes should arise regarding the terms and conditions, the performance, or administration of this Agreement which cannot be resolved informally, the following procedure will be conducted: Each Party to this Agreement shall select an individual to participate in a dispute resolution 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 STANISLAUS COUNTY OFFICE OF EDUCATION**

  
\_\_\_\_\_

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

7-09-07  
Date

## VIA Partners & Contact Information

Partner	Name	Business Address	Contact Name	Phone/E-Mail	Fax Number
A	Employment Development Department (EDD)	629 12 <sup>th</sup> Street Modesto, CA 95354  P.O. Box 3227 Modesto, CA 95353	Glenna Henson Manager	(209) 576-6007  <a href="mailto:ghenson2@edd.ca.gov">ghenson2@edd.ca.gov</a>	(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  <a href="mailto:rowei@stanalliance.com">rowei@stanalliance.com</a>	(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  <a href="mailto:kdreilin@dor.ca.gov">kdreilin@dor.ca.gov</a>  (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  <a href="mailto:tollefsd@co.stanislaus.ca.us">tollefsd@co.stanislaus.ca.us</a>	(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  <a href="mailto:jepson@cvoc.org">jepson@cvoc.org</a>	(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  <a href="mailto:bill@stancoha.org">bill@stancoha.org</a> <a href="mailto:sgentry@stancoha.org">sgentry@stancoha.org</a>	(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  <a href="mailto:jsimmonds@ceres.k12.ca.us">jsimmonds@ceres.k12.ca.us</a>	(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  <a href="mailto:boodrookasg@yosemite.cc.ca.us">boodrookasg@yosemite.cc.ca.us</a>	(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  <a href="mailto:tchangnon@stancoe.org">tchangnon@stancoe.org</a> <a href="mailto:hmeneses@stancoe.org">hmeneses@stancoe.org</a>  <a href="mailto:cyoung@stancoe.org">cyoung@stancoe.org</a>	(209) 525-5147 (209) 525-5108
J	The Alliance Small Business Development Center (SBDC)	1020 10 <sup>th</sup> Street Suite 102 Modesto, CA 95354	Kurtis Clark, Director  Jackie Genova, A.A..	(209) 567-4910  <a href="mailto:director@alliancesbdc.com">director@alliancesbdc.com</a> <a href="mailto:genovaja@alliancesbdc.com">genovaja@alliancesbdc.com</a>	(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
<b>TOTAL STAFF COSTS</b>	\$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
<b>ADMINISTRATIVE STAFF &amp; TECHNICAL SUPPORT</b>	\$26,580.00								\$174,941.00	\$103,744.00		\$305,265.00
<b>BENEFITS</b>					3,500.00				\$269,388.00	\$165,281.00		\$438,169.00
<b>TOTAL STAFF &amp; ADMINISTRATIVE COSTS</b>	\$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
<b>TOTAL FTE'S</b>	6				0.15				17.2	10.2	0.10	33.65
<b>OPERATING EXPENSE &amp; EQUIPMENT</b> (Supplies, training & Travel)	\$15,083.00				4,000.00				\$251,378.00	\$149,073.00		\$419,534.00
<b>TOTAL FACILITY COSTS</b>	\$119,309.00	\$ 6,000.00			2,500.00			\$ 5,940.00	\$58,458.00	\$179,142.00		\$371,349.00
<b>TOTAL EQUIPMENT/ TECHNOLOGY</b>	\$56,826.00	\$ 1,500.00	\$ 3,000.00			\$30,000.00						\$91,326.00
<b>TOTAL SUPPLIES</b>	\$12,547.00	\$ 1,652.00			\$ 300.00							\$14,499.00
Subscriptions/Periodicals	\$1,062.00	\$ 216.00										\$1,278.00
Marketing												
<b>TOTAL MISCELLANEOUS</b>	\$2,594.00				\$ 900.00							\$3,494.00
<b>TOTAL CONTRIBUTIONS</b>	\$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%

**One Stop Location**

1100 H Street; Mod , CA 95354

**Name of Organization**

Stanislaus County Office of Education (SCOE)

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



ALLIANCE WORKNET

251 EAST HACKETT ROAD, SUITE C-2  
P O BOX 3389  
MODESTO, CA. 95353-3389

P 209.558.2100  
F 209.558.2164  
ALLIANCEWORKNET.COM

August 20, 2007

Mr. Kurtis Clark, Director  
The Alliance Small Business  
Development Center (SBDC)  
1020 10<sup>th</sup> Street; Suite 102  
Modesto, CA 95354

### Renewal of One-Stop Memorandum of Understanding

Dear Mr. Clark:

Thank you very much for the assistance and cooperation received from your staff during the MOU renewal process. Enclosed is a signed copy of your MOU and Resource Sharing Agreement between Stanislaus Alliance Worknet (AW) and The Alliance Small Business Development Center (SBDC).

If you have any questions, Please don't hesitate to call or e-mail me at 558-2113,  
[rowej@stanalliance.com](mailto:rowej@stanalliance.com).

Sincerely,

Jeffrey Rowe  
Director

Stanislaus Alliance Worknet

Enclosures

JR:ms

**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 12<sup>th</sup> 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](mailto: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**

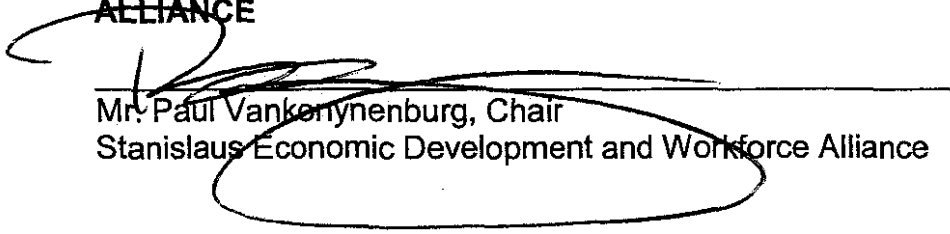
In the event that disputes should arise regarding the terms and conditions, the performance, or administration of this Agreement which cannot be resolved informally, the following procedure will be conducted: Each Party to this Agreement shall select an individual to participate in a dispute resolution 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.

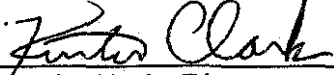
**AUTHORITY AND SIGNATURES**

**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





## 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: _____	
<i>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.</i>	
Firma del Cliente: _____	

**Servicios Solicitados:**

---

---

---

**Respuesta del Socio o Continuación a la Petición:**

---

---

---

Nombre De Socio (Letra Molde)Fecha



## 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



ALLIANCE WORKNET

251 EAST HACKETT ROAD, SUITE C-2

P 209.558.2100

P.O. X 3389

F 209.558.2164

MODESTO, CA. 95353-3389

ALLIANCEWORKNET.COM

August 20, 2007

Mr. Ernie Flores, Executive Director  
Central Valley Opportunity Center  
6838 W. Bridget Ct.  
P.O. Box 1389  
Winton, CA 95388


**Renewal of One-Stop Memorandum of Understanding**

Dear Mr. Flores:

Thank you very much for the assistance and cooperation received from your staff during the MOU renewal process. Enclosed is a signed copy of your MOU and Resource Sharing Agreement between Stanislaus Alliance Worknet (AW) and Central Valley Opportunity Center.

If you have any questions, Please don't hesitate to call or e-mail me at 558-2113, [rowej@stanalliance.com](mailto:rowej@stanalliance.com).

Sincerely,



Jeffrey Rowe  
Director

Stanislaus Alliance Worknet

Enclosures

JR:ms

**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 12<sup>th</sup> 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:

CVOC will provide Case Manager staff to assist in the coverage of the One Stop, providing information, eligibility and service to farm-worker clients and other persons interested in WIA 167, CSBG, LIHEAP, DLW or other services offered through CVOC. They will also provide general outreach assistance and referral to One Stop services. CVOC will provide One Stop referrals using the Mobile Employment Center operated by CVOC.

## **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, 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 e**

**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](mailto: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**

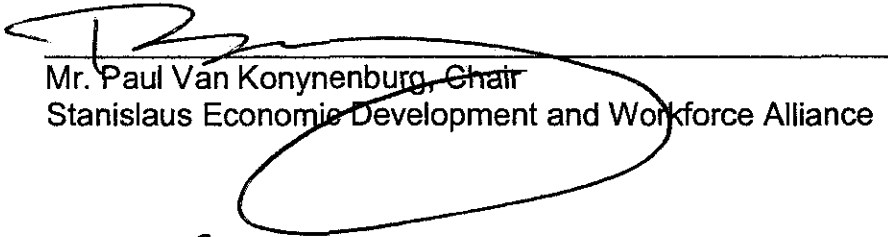
In the event that disputes should arise regarding the terms and conditions, the performance, or administration of this Agreement which cannot be resolved informally, the following procedure will be conducted: Each Party to this Agreement shall select an individual to participate in a dispute resolution 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.

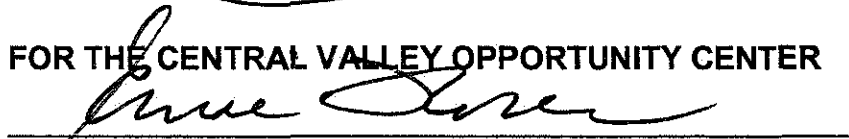
**AUTHORITY AND SIGNATURES**

**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 CENTRAL VALLEY OPPORTUNITY CENTER**

  
\_\_\_\_\_  
Mr. Emie Flores, Executive Director  
Central Valley Opportunity Center

6/28/07  
Date

## VIA Partners & Contact Information

Partner	Name	Business Address	Contact Name	Phone/E-Mail	Fax Number
A	Employment Development Department (EDD)	629 12 <sup>th</sup> Street Modesto, CA 95354  P.O. Box 3227 Modesto, CA 95353	Glenna Henson Manager	(209) 576-6007  <a href="mailto:ghenson2@edd.ca.gov">ghenson2@edd.ca.gov</a>	(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  <a href="mailto:rowej@stanalliance.com">rowej@stanalliance.com</a>	(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  <a href="mailto:kdreilin@dor.ca.gov">kdreilin@dor.ca.gov</a>  (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  <a href="mailto:tollefsd@co.stanislaus.ca.us">tollefsd@co.stanislaus.ca.us</a>	(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  <a href="mailto:jepson@cvoc.org">jepson@cvoc.org</a>	(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  <a href="mailto:bill@stancoha.org">bill@stancoha.org</a> <a href="mailto:sgentry@stancoha.org">sgentry@stancoha.org</a>	(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  <a href="mailto:jsimmonds@ceres.k12.ca.us">jsimmonds@ceres.k12.ca.us</a>	(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  <a href="mailto:boodrookasg@yosemite.cc.ca.us">boodrookasg@yosemite.cc.ca.us</a>	(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  <a href="mailto:tchangnon@stancoe.org">tchangnon@stancoe.org</a> <a href="mailto:hmeneses@stancoe.org">hmeneses@stancoe.org</a>  <a href="mailto:cyoung@stancoe.org">cyoung@stancoe.org</a>	(209) 525-5147 (209) 525-5108
J	The Alliance Small Business Development Center (SBDC)	1020 10 <sup>th</sup> Street Suite 102 Modesto, CA 95354	Kurtis Clark, Director  Jackie Genova, A.A.	(209) 567-4910  <a href="mailto:director@alliancesbdc.com">director@alliancesbdc.com</a> <a href="mailto:genovaja@alliancesbdc.com">genovaja@alliancesbdc.com</a>	(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
<b>OTAL STAFF COSTS</b>	\$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
<b>ADMINISTRATIVE STAFF &amp; TECHNICAL SUPPORT</b>	\$26,580.00								\$174,941.00	\$103,744.00		\$305,265.00
<b>enefits</b>					3,500.00				\$269,388.00	\$165,281.00		\$438,169.00
<b>OTAL STAFF &amp; ADMINISTRATIVE COSTS</b>	\$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
<b>OTAL FTE'S</b>	6				0.15				17.2	10.2	0.10	33.65
<b>PERATING EXPENSE &amp; EQUIPMENT (Supplies, training &amp; Travel)</b>	\$15,083.00				4,000.00				\$251,378.00	\$149,073.00		\$419,534.00
<b>OTAL FACILITY COSTS</b>	\$119,309.00	\$ 6,000.00			2,500.00			\$ 5,940.00	\$58,458.00	\$179,142.00		\$371,349.00
<b>OTAL EQUIPMENT/ TECHNOLOGY</b>	\$56,826.00	\$ 1,500.00	\$ 3,000.00			\$30,000.00						\$91,326.00
<b>OTAL SUPPLIES</b>	\$12,547.00	\$ 1,652.00			\$ 300.00							\$14,499.00
<b>ubscriptions/Periodicals</b>	\$1,062.00	\$ 216.00										\$1,278.00
<b>arketing</b>												
<b>OTAL MISCELLANEOUS</b>	\$2,594.00				\$ 900.00							\$3,494.00
<b>OTAL CONTRIBUTIONS</b>	\$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

Central Valley Opportunity Center (CVOC)

Projected Budget	Estimated Annual Contribution	Funding Source	Provided By	Total Resource Cost
<b>STAFF COSTS</b>				
Resource Center Staff (FTE)	\$10,150.00	WIA 167	CVOC	\$10,150.00
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Administrative Staff (FTE)				
<b>TOTAL STAFF COSTS</b>	<b>\$10,150.00</b>	<b>WIA 167</b>	<b>CVOC</b>	<b>\$10,150.00</b>
Administrative Staff & Technical Support				
Benefits				
<b>TOTAL STAFF &amp; ADMINISTRATIVE COST</b>	<b>\$10,150.00</b>	<b>WIA 167</b>	<b>CVOC</b>	<b>\$10,150.00</b>
<b>OPERATING EXPENSES &amp; EQUIPMENT (OE&amp;E)</b>				
Equipment/Technology				
Direct OE&E per position (includes: supplies, training & travel)				
<b>TOTAL OPERATING EXPENSE &amp; EQUIPMENT (OE&amp;E)</b>				
<b>FACILITY COSTS</b>				
Rent/Leases				
Telephones				
HHSDC/CalJOBS				
Building & Grounds Maintenance				
Insurance				
Security				
Telecommunications				
<b>TOTAL FACILITY COSTS</b>				
<b>EQUIPMENT COSTS</b>				
Equipment (computers, copiers, fax machine, telephone, etc.)				
Maintenance of Equipment				
Software				
<b>TOTAL EQUIPMENT COSTS</b>				
<b>SUPPLIES</b>				
General supplies (includes printing, Safety & FED EX)				
Printing				
Fed EX/UPS				
Safety Supplies				
<b>TOTAL SUPPLIES</b>				
Subscriptions/Periodicals				
(include newspapers, magazines, internet, etc.)				
Internet (8-connections)				
Marketing				
Miscellaneous				
Postage				
Memberships				
Overhead				
<b>TOTAL MISCELLANEOUS</b>				
<b>TOTAL CONTRIBUTIONS</b>	<b>\$10,150.00</b>	<b>WIA 167</b>	<b>CVOC</b>	<b>\$10,150.00</b>

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





ALLIANCE WORKNET

251 EAST HACKETT ROAD, SUITE C-2  
P. JX 3389  
MODESTO, CA. 95353-3389

P 209.558.2100  
F 209.558.2164  
ALLIANCEWORKNET.COM

August 20, 2007

Mr. Bill Fagan, Executive Director  
Housing Authority of Stanislaus County  
1701 Robertson Road  
Modesto, CA 95358

**Renewal of One-Stop Memorandum of Understanding**

Dear Mr. Fagan:

Thank you very much for the assistance and cooperation received from your staff during the MOU renewal process. Enclosed is a signed copy of your MOU and Resource Sharing Agreement between Stanislaus Alliance Worknet (AW) and the Housing Authority of Stanislaus County.

If you have any questions, Please don't hesitate to call or e-mail me at 558-2113, [rowej@stanalliance.com](mailto:rowej@stanalliance.com).

Sincerely,



Jeffrey Rowe  
Director

Stanislaus Alliance Worknet

Enclosures

JR:ms

**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 12<sup>th</sup> 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](mailto: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**

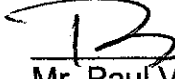
In the event that disputes should arise regarding the terms and conditions, the performance, or administration of this Agreement which cannot be resolved informally, the following procedure will be conducted: Each Party to this Agreement shall select an individual to participate in a dispute resolution 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.

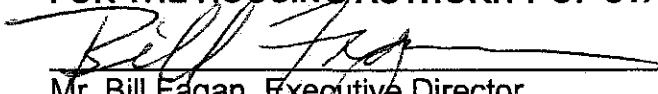
**AUTHORITY AND SIGNATURES**

**FOR THE STANISLAUS ECONOMIC DEVELOPMENT AND WORKFORCE ALLIANCE**

  
\_\_\_\_\_  
Mr. Paul Van 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 <sup>th</sup> Street Modesto, CA 95354  P.O. Box 3227 Modesto, CA 95353	Gienna Henson Manager	(209) 576-6007  <a href="mailto:ghenson2@edd.ca.gov">ghenson2@edd.ca.gov</a>	(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  <a href="mailto:rowej@stanalliance.com">rowej@stanalliance.com</a>	(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  <a href="mailto:kdreiling@dor.ca.gov">kdreiling@dor.ca.gov</a>  (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  <a href="mailto:tollefsd@co.stanislaus.ca.us">tollefsd@co.stanislaus.ca.us</a>	(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  <a href="mailto:jepson@cvoc.org">jepson@cvoc.org</a>	(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  <a href="mailto:bill@stancoha.org">bill@stancoha.org</a> <a href="mailto:sgentry@stancoha.org">sgentry@stancoha.org</a>	(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  <a href="mailto:jsimmonds@ceres.k12.ca.us">jsimmonds@ceres.k12.ca.us</a>	(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  <a href="mailto:boodrookasg@yosemite.cc.ca.us">boodrookasg@yosemite.cc.ca.us</a>	(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  <a href="mailto:tchangnon@stancoe.org">tchangnon@stancoe.org</a> <a href="mailto:hmeneses@stancoe.org">hmeneses@stancoe.org</a>  <a href="mailto:cyoung@stancoe.org">cyoung@stancoe.org</a>	(209) 525-5147 (209) 525-5108
J	The Alliance Small Business Development Center (SBDC)	1020 10 <sup>th</sup> Street Suite 102 Modesto, CA 95354	Kurtis Clark, Director  Jackie Genova, A.A..	(209) 567-4910  <a href="mailto:director@alliancesbdc.com">director@alliancesbdc.com</a> <a href="mailto:genovaja@alliancesbdc.com">genovaja@alliancesbdc.com</a>	(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
<b>TOTAL STAFF COSTS</b>	\$361,296.00	\$ 11,315.00		0.00	12,000.00		\$ 10,150.00		\$541,701.00	\$332,356.00	\$7,812.00	\$1,276,830.00
<b>ADMINISTRATIVE STAFF &amp; TECHNICAL SUPPORT</b>	\$26,580.00								\$174,941.00	\$103,744.00		\$305,265.00
<b>BENEFITS</b>					3,500.00				\$269,388.00	\$165,281.00		\$438,169.00
<b>TOTAL STAFF &amp; ADMINISTRATIVE COSTS</b>	\$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
<b>TOTAL FTE'S</b>	6				0.15				17.2	10.2	0.10	33.65
<b>OPERATING EXPENSE &amp; EQUIPMENT</b> <i>(Supplies, training &amp; Travel)</i>	\$15,083.00				4,000.00				\$251,378.00	\$149,073.00		\$419,534.00
<b>TOTAL FACILITY COSTS</b>	\$119,309.00	\$ 6,000.00			2,500.00			\$ 5,940.00	\$58,458.00	\$179,142.00		\$371,349.00
<b>TOTAL EQUIPMENT/ TECHNOLOGY</b>	\$56,826.00	\$ 1,500.00	\$ 3,000.00			\$30,000.00						\$91,326.00
<b>TOTAL SUPPLIES</b>	\$12,547.00	\$ 1,652.00			\$ 300.00							\$14,499.00
<b>Subscriptions/Periodicals</b>	\$1,062.00	\$ 216.00										\$1,278.00
<b>Marketing</b>												
<b>TOTAL MISCELLANEOUS</b>	\$2,594.00				\$ 900.00							\$3,494.00
<b>TOTAL CONTRIBUTIONS</b>	\$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
<b>STAFF COSTS</b>				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Resource Center Staff (FTE)				
Administrative Staff (FTE)				
<b>TOTAL STAFF COSTS</b>				
Administrative Staff & Technical Support	\$11,315.00	HUD	HASC	\$11,315.00
Benefits				
<b>TOTAL STAFF &amp; ADMINISTRATIVE COST</b>	<b>\$11,315.00</b>	<b>HUD</b>	<b>HASC</b>	<b>\$11,315.00</b>
<b>OPERATING EXPENSES &amp; EQUIPMENT (OE&amp;E)</b>				
Equipment/Technology				
Direct OE&E per position (includes: supplies, training & travel)				
<b>TOTAL OPERATING EXPENSE &amp; EQUIPMENT (OE&amp;E)</b>				
<b>FACILITY COSTS</b>				
Rent/Leases	\$6,000.00	HUD	HASC	\$6,000.00
Telephones				
HHSDC/CalJOBS				
Building & Grounds Maintenance				
Insurance				
Security				
Telecommunications				
<b>TOTAL FACILITY COSTS</b>	<b>\$6,000.00</b>	<b>HUD</b>	<b>HASC</b>	<b>\$6,000.00</b>
<b>EQUIPMENT COSTS</b>				
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				
<b>TOTAL EQUIPMENT COSTS</b>	<b>\$1,500.00</b>	<b>HUD</b>	<b>HASC</b>	<b>\$1,500.00</b>
<b>SUPPLIES</b>				
General supplies (Includes printing, Safety & FED EX)	\$1,652.00	HUD	HASC	\$1,652.00
Printing				
Fed EX/UPS				
Safety Supplies				
<b>TOTAL SUPPLIES</b>	<b>\$1,652.00</b>	<b>HUD</b>	<b>HASC</b>	<b>\$1,652.00</b>
<b>Subscriptions/Periodicals</b> (Include newspapers, magazines, internet, etc.)	<b>\$216.00</b>	<b>HUD</b>	<b>HASC</b>	<b>\$216.00</b>
Internet (8-connections)				
<b>Marketing</b>				
<b>Miscellaneous</b>				
Postage				
Memberships				
Overhead				
<b>TOTAL MISCELLANEOUS</b>				
<b>TOTAL CONTRIBUTIONS</b>	<b>\$20,683.00</b>	<b>HUD</b>	<b>HASC</b>	<b>\$20,683.00</b>

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 authorizo 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



ALLIANCE WORKNET

25 ST HACKETT ROAD, SUITE C-2  
P.O. Box 3389  
MODESTO, CA. 95353-3389

P 209.558.2100  
F 209.558.2164  
ALLIANCEWORKNET.COM

August 20, 2007

Mr. Jay Simmonds  
Educational Options and Facilities Director  
Ceres Unified School District  
2503 Lawrence St.  
P.O. Box 307  
Ceres, CA 95307

### Renewal of One-Stop Memorandum of Understanding

Dear Mr. Simmonds:

Thank you very much for the assistance and cooperation received from your staff during the MOU renewal process. Enclosed is a signed copy of your MOU and Resource Sharing Agreement between Stanislaus Alliance Worknet (AW) and Ceres Unified School District.

If you have any questions, Please don't hesitate to call or e-mail me at 558-2113, [rowej@stanalliance.com](mailto:rowej@stanalliance.com).

Sincerely,

Jeffrey Rowe

Director

Stanislaus Alliance Worknet

Enclosures

JR:ms

# 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 12<sup>th</sup> 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](mailto: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**

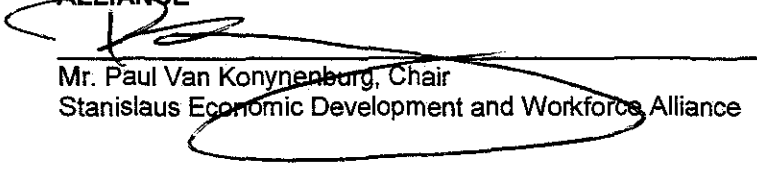
In the event that disputes should arise regarding the terms and conditions, the performance, or administration of this Agreement which cannot be resolved informally, the following procedure will be conducted: Each Party to this Agreement shall select an individual to participate in a dispute resolution 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.

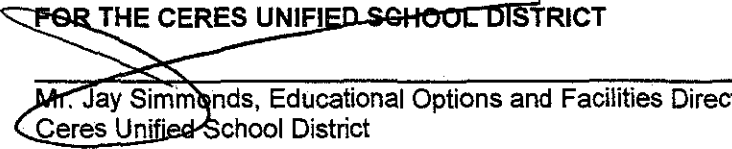
**AUTHORITY AND SIGNATURES**

**FOR THE STANISLAUS ECONOMIC DEVELOPMENT AND WORKFORCE ALLIANCE**

  
Mr. Paul Van 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 <sup>th</sup> Street Modesto, CA 95354  P.O. Box 3227 Modesto, CA 95353	Glenna Henson Manager	(209) 576-6007  <a href="mailto:ghenson2@edd.ca.gov">ghenson2@edd.ca.gov</a>	(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  <a href="mailto:rowej@stanalliance.com">rowej@stanalliance.com</a>	(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  <a href="mailto:kdreilin@dor.ca.gov">kdreilin@dor.ca.gov</a>  (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  <a href="mailto:tollefsd@co.stanislaus.ca.us">tollefsd@co.stanislaus.ca.us</a>	(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  <a href="mailto:jepson@cvoc.org">jepson@cvoc.org</a>	(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  <a href="mailto:bill@stancoha.org">bill@stancoha.org</a> <a href="mailto:sgentry@stancoha.org">sgentry@stancoha.org</a>	(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  <a href="mailto:jsimmonds@ceres.k12.ca.us">jsimmonds@ceres.k12.ca.us</a>	(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  <a href="mailto:boodrookasg@yosemite.cc.ca.us">boodrookasg@yosemite.cc.ca.us</a>	(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  <a href="mailto:tchangnon@stancoe.org">tchangnon@stancoe.org</a> <a href="mailto:hmeneses@stancoe.org">hmeneses@stancoe.org</a>  <a href="mailto:cyoung@stancoe.org">cyoung@stancoe.org</a>	(209) 525-5147 (209) 525-5108
J	The Alliance Small Business Development Center (SBDC)	1020 10 <sup>th</sup> Street Suite 102 Modesto, CA 95354	Kurtis Clark, Director  Jackie Genova, A.A..	(209) 567-4910  <a href="mailto:director@alliancesbdc.com">director@alliancesbdc.com</a> <a href="mailto:genovaja@alliancesbdc.com">genovaja@alliancesbdc.com</a>	(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
<b>TOTAL STAFF COSTS</b>	\$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
<b>ADMINISTRATIVE STAFF &amp; TECHNICAL SUPPORT</b>	\$26,580.00								\$174,941.00	\$103,744.00		\$305,265.00
<b>BENEFITS</b>					3,500.00				\$269,388.00	\$165,281.00		\$438,169.00
<b>TOTAL STAFF &amp; ADMINISTRATIVE COSTS</b>	\$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
<b>TOTAL FTE'S</b>	6				0.15				17.2	10.2	0.10	33.65
<b>OPERATING EXPENSE &amp; EQUIPMENT</b> (Supplies, training & Travel)	\$15,083.00				4,000.00				\$251,378.00	\$149,073.00		\$419,534.00
<b>TOTAL FACILITY COSTS</b>	\$119,309.00	\$ 6,000.00			2,500.00			\$ 5,940.00	\$58,458.00	\$179,142.00		\$371,349.00
<b>TOTAL EQUIPMENT/ TECHNOLOGY</b>	\$56,826.00	\$ 1,500.00	\$ 3,000.00			\$30,000.00						\$91,326.00
<b>TOTAL SUPPLIES</b>	\$12,547.00	\$ 1,652.00			\$ 300.00							\$14,499.00
<b>Subscriptions/Periodicals</b>	\$1,062.00	\$ 216.00										\$1,278.00
<b>Marketing</b>												
<b>TOTAL MISCELLANEOUS</b>	\$2,594.00				\$ 900.00							\$3,494.00
<b>TOTAL CONTRIBUTIONS</b>	\$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 10%  
 Equitable Share

Name of Organization

Ceres Unified School District (CUSD)

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





ALLIANCE **WORKNET**

251 EAST HACKETT ROAD, SUITE C-2  
P.O. Box 3  
MODESTO, CA. 95353-3389

P 209.558.2100  
F 209.558.2164  
ALLIANCEWORKNET.COM

September 20, 2007

Mr. George Boodrookas  
Dean of Community & Economic Development  
Modesto Junior College  
435 College Ave.  
Modesto, CA 95350

**Renewal of One-Stop Memorandum of Understanding**

Dear Mr. Boodrookas:

Enclosed is a signed Signature page to be inserted with your copy of the MOU Resource Sharing Agreement. Thank you very much for your assistance and cooperation during the MOU renewal process.

If you have any questions, Please don't hesitate to call or e-mail me at 558-2113, [rowej@stanalliance.com](mailto:rowej@stanalliance.com).

Sincerely,


Jeffrey Rowe  
Director  
Stanislaus Alliance Worknet

Enclosure

JR:ms

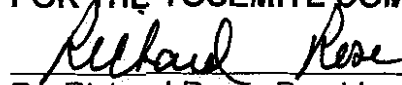
**AUTHORITY AND SIGNATURES**

**FOR THE STANISLAUS ECONOMIC DEVELOPMENT AND WORKFORCE ALLIANCE**

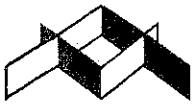
  
\_\_\_\_\_  
Mr. Paul Van Konynenburg, Chair  
Stanislaus Economic Development and Workforce Alliance

9/17/07  
Date

**FOR THE YOSEMITE COMMUNITY COLLEGE DISTRICT**

  
\_\_\_\_\_  
Dr. Richard Rose, President  
Modesto Junior College

8/29/07  
Date



ALLIANCE WORKNET

251 EAST JACKETT ROAD, SUITE C-2  
P.O. Box 3389  
MODESTO, CA. 95353-3389

F 209.558.2100  
F 209.558.2164  
ALLIANCEWORKNET.COM

August 20, 2007

Dr. Richard Rose, President  
Yosemite Community College District  
435 College Avenue  
Modesto, CA 95350

### **Renewal of One-Stop Memorandum of Understanding**

Dear Dr. Rose:

Thank you very much for the assistance and cooperation received from your staff during the MOU renewal process. Enclosed is a signed copy of your MOU and Resource Sharing Agreement between Stanislaus Alliance Worknet (AW) and Yosemite Community College District.

If you have any questions, Please don't hesitate to call or e-mail me at 558-2113, [rowej@stanalliance.com](mailto:rowej@stanalliance.com).

Sincerely,

Jeffrey Rowe  
Director  
Stanislaus Alliance Worknet

Enclosures

JR:ms

**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 12<sup>th</sup> 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](mailto: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.

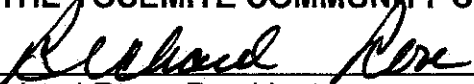
**AUTHORITY AND SIGNATURES**

**FOR THE STANISLAUS ECONOMIC DEVELOPMENT AND WORKFORCE ALLIANCE**

  
\_\_\_\_\_  
Mr. Paul Van 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 <sup>th</sup> Street Modesto, CA 95354  P.O. Box 3227 Modesto, CA 95353	Glenna Henson Manager	(209) 576-6007  <a href="mailto:ghenson2@edd.ca.gov">ghenson2@edd.ca.gov</a>	(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  <a href="mailto:rowej@stanalliance.com">rowej@stanalliance.com</a>	(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  <a href="mailto:kdreiling@dor.ca.gov">kdreiling@dor.ca.gov</a>  (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  <a href="mailto:tollefsd@co.stanislaus.ca.us">tollefsd@co.stanislaus.ca.us</a>	(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  <a href="mailto:jepson@cvoc.org">jepson@cvoc.org</a>	(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  <a href="mailto:bill@stancoha.org">bill@stancoha.org</a> <a href="mailto:sgentry@stancoha.org">sgentry@stancoha.org</a>	(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  <a href="mailto:jsimmonds@ceres.k12.ca.us">jsimmonds@ceres.k12.ca.us</a>	(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  <a href="mailto:boodrookasg@yosemite.cc.ca.us">boodrookasg@yosemite.cc.ca.us</a>	(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  <a href="mailto:tchangnon@stancoe.org">tchangnon@stancoe.org</a> <a href="mailto:hmeneses@stancoe.org">hmeneses@stancoe.org</a>  <a href="mailto:cyoung@stancoe.org">cyoung@stancoe.org</a>	(209) 525-5147 (209) 525-5108
J	The Alliance Small Business Development Center (SBDC)	1020 10 <sup>th</sup> Street Suite 102 Modesto, CA 95354	Kurtis Clark, Director  Jackie Genova, A.A..	(209) 567-4910  <a href="mailto:director@alliancesbdc.com">director@alliancesbdc.com</a> <a href="mailto:genovaja@alliancesbdc.com">genovaja@alliancesbdc.com</a>	(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%

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

**Servicios Solicitados:**

---

---

---

**Respuesta del Socio o Continuación a la Petición:**

---

---

Nombre De Socio (Letra Molde)

Fecha





ALLIANCE WORKNET

251 F HACKETT ROAD, SUITE C-2  
P. Box 3389  
MODESTO, CA. 95353-3389

P 209.558.2100  
F 209.558.2164  
ALLIANCEWORKNET.COM

August 20, 2007

Mr. Tom Changnon, Superintendent of Schools  
Stanislaus County Office of Education  
1100 H Street  
Modesto, CA 95354

**Renewal of One-Stop Memorandum of Understanding**

Dear Mr. Changnon:

Thank you very much for the assistance and cooperation received from your staff during the MOU renewal process. Enclosed is a signed copy of your MOU and Resource Sharing Agreement between Stanislaus Alliance Worknet (AW) and Stanislaus County Office of Education.

If you have any questions, Please don't hesitate to call or e-mail me at 558-2113, [rowej@stanalliance.com](mailto:rowej@stanalliance.com).

Sincerely,

  
Jeffrey Rowe  
Director

Stanislaus Alliance Worknet

Enclosures

JR:ms

# **ATTACHMENT F**

## **Public Comments**



BOARD OF SUPERVISORS

2011 JUL 19 11:26



Edmund G. Brown Jr.  
Governor

July 13, 2011

Mr. Jeffrey Rowe, Director  
Stanislaus County Alliance Network  
251 E. Hackett Road, C-2  
Modesto, CA 95358

Dear Mr. Rowe:

WORKFORCE INVESTMENT ACT (WIA) SUBGRANT AGREEMENT K282512

Enclosed is a copy of your new WIA Subgrant Agreement. This new agreement initiates the Program Year (PY) 2011-12 WIA subgrant and incorporates WIA Youth formula funding under grant code 301.

If you have any questions, please contact your Regional Advisor.

Sincerely,

MICHAEL EVASHENK  
Chief  
Workforce Services Division

Enclosure

cc: Mr. Dick Monteith, Chairman ✓  
Region 1 Northern Valley  
Julie Martin, FMU

WIA SUBGRANT AGREEMENT

-KS  
WIA 4/23/11

STANISLAUS COUNTY

REGISTRATION NO: K282512 ✓  
MODIFICATION NO: NEW  
SUBGRANTEE CODE: STN

SUBGRANTOR: State of California  
Employment Development Dept.  
Workforce Services Division  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY  
251 E. HACKETT ROAD C-2  
MODESTO, CA 95358

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart  
General Provisions and standards of Conduct  
Title I-Y (WIA TITLE I YOUTH FORMULA)

Exhibit AA, pages 1 through 1  
Exhibit BB, pages 1 through 14  
Exhibit DD, pages 1 through 1

ALLOCATION(s):	PRIOR AMOUNT:	\$0.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE:	\$2,380,396.00 ✓
	TOTAL:	\$2,380,396.00 ✓

TERMS OF AGREEMENT:	Terms of Exhibits are, as
From 04/01/2011 to 06/30/2013 ✓	designated on each exhibit

PURPOSE: To initiate the Program Year (PY) 2011-12 WIA subgrant and incorporate WIA Youth formula funding under grant code 301.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

*Michael Evashenk*  
Name and Title  
MICHAEL EVASHENK  
CHIEF  
WORKFORCE SERVICES DIVISION

*Jeffrey Rowe*  
Name and Title  
JEFFREY ROWE  
DIRECTOR  
ALLIANCE WORKNET

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:

*[Signature]*  
Signature of EDD Accounting Officer

*[Signature]*  
Signature of EDD Contract Officer

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: STANISLAUS COUNTY

SUBGRANT NO: K282512  
MODIFICATION NO: NEW

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-Y: YOUTH				
9610 <del>1</del> <sup>2</sup> WIA TITLE I YOUTH FORMULA (301) : 04/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$0.00	\$2,380,396.00	\$0.00	\$2,380,396.00
TOTAL TITLE I-Y	\$0.00	\$2,380,396.00	\$0.00	\$2,380,396.00
GRAND TOTAL:	\$0.00	\$2,380,396.00	\$0.00	\$2,380,396.00

WIA SUBGRANT AGREEMENT

Subgrantee: STANISLAUS COUNTY

Exhibit BB  
Page 1 of 14  
SUBGRANT NO: K282512  
MODIFICATION NO: NEW

1. Compliance

In performance of this subgrant agreement, Subgrantee will fully comply with:

- a). The provisions of the Workforce Investment Act (WIA) and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- b). All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIA.
- c). The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs
- d). Subgrantee will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA. Subgrantee agrees to conform to the provisions of the WIA and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(i)(1-13).

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Subgrantor and the Subgrantee. Subgrantee represents and warrants it is free to enter into and fully perform this subgrant agreement.

2. Certification/Assurances

Except as otherwise indicated, the following certifications apply to all Subgrantee's.

- a). Corporate Registration: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b). The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq.
- c). Sectarian Activities: The Subgrantee certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d). National Labor Relations Board: The Subgrantee (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee's failure to comply with an order of a federal court, which orders the Subgrantee to comply with an order of the National Labor Relations Board (PCC10296).
- e). Prior Findings: Subgrantee, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f). Drug-Free Workplace Certification: By signing this subgrant agreement the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - (1). Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - (2). Establish a Drug-Free Awareness Program as required to inform employees about:
    - the dangers of drug abuse in the workplace;
    - the person's or organization's policy of maintaining a drug-free workplace;
    - any available counseling, rehabilitation and employee assistance programs; and,
    - penalties that may be imposed upon employees for drug abuse violations.
  - (3). Every employee who works on this subgrant agreement will:
    - receive a copy of the company's drug-free policy statement; and,
    - agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.
- g). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the

WIA SUBGRANT AGREEMENT

Subgrantee: STANISLAUS COUNTY

Exhibit BB  
Page 2 of 14  
SUBGRANT NO: K282512  
MODIFICATION NO: NEW

Subgrantee recognizes and acknowledges:

- (1). The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- h). Debarment and Suspension Certification: By signing this subgrant agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
  - (1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - (2). Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
  - (3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
  - (4). Have not within a three year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Subgrantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

- i). Lobbying Restrictions: By signing this subgrant agreement the Subgrantee hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
  - (1). No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - (2). If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - (3). The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
  - (4). This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

j). Priority Hiring Considerations:

If this subgrant includes services in excess of \$200,000, the Subgrantee shall give priority consideration in filling vacancies in positions funded by the subgrant to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code 10353.

k). Sweatfree Code of Conduct:

- 1). All Subgrantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other

WIA SUBGRANT AGREEMENT

Subgrantee: STANISLAUS COUNTY

Exhibit BB  
Page 3 of 14  
SUBGRANT NO: K282512  
MODIFICATION NO: NEW

than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subgrantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

- 2). The Subgrantee agrees to cooperate fully in providing reasonable access to the subgrantees' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Subgrantor, the Department of Industrial Relations, or the Department of Justice to determine the subgrantees' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.
- 1). Unenforceable Provision: In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.
- m). Nondiscrimination Clause
  - 1). The conduct of the parties to this subgrant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIA, Section 188.
    - (a). As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
    - (b). This Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.
    - (c). This Subgrantee agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.
- n). Indemnification:
  - 1). The following provision applies only if the Subgrantee is a governmental entity:

Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.
  - 2). The following provision applies only if the Subgrantee is a non-governmental entity:

The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Subgrantor, its officers, agents and employees from any and all claims and



WIA SUBGRANT AGREEMENT

Subgrantee: STANISLAUS COUNTY

Exhibit BB  
Page 4 of 14  
SUBGRANT NO: K282512  
MODIFICATION NO: NEW

losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subgrantee in the performance of this subgrant agreement.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subgrantee may be ineligible for award of future state subgrant agreements/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

o). Salary and Bonus Limitations:

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

p). Clean Air and Water Act:

For subgrants in excess of \$100,000, compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}); Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR 15, revised as of July 1, 1989).

3. Standards of Conduct

The following standards apply to all Subgrantees.

- a). General Assurance: Every reasonable course of action will be taken by the Subgrantee in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This subgrant agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Subgrantee agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.
- b). Avoidance of Conflict of Economic Interest: An executive or employee of the Subgrantee, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subgrantee or Subgrantor: Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

4. Coordination

Subgrantee will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

Subgrantee will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this subgrant agreement.

5. Subcontracting

- a). Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subgrantee will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b). The Subgrantee will maintain and adhere to an appropriate system, consistent with federal,

WIA SUBGRANT AGREEMENT

Subgrantee: STANISLAUS COUNTY

Exhibit BB  
Page 5 of 14  
SUBGRANT NO: K282512  
MODIFICATION NO: NEW

state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

- c). The system for awarding contracts will contain safeguards to insure that the Subgrantee does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. Insurance

Except for city and county governmental entities, Subgrantees must provide the Subgrantor evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.

- a). Subgrantee will obtain a fidelity bond in an amount of not less than \_\_\_\_\_, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subgrantee will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c). Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d). Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.
- e). The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:
- (1). Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subgrantee to:  
  
Employment Development Department  
WIA - Financial Management Unit  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001
  - (2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
  - (3). The State of California is not responsible for payment of premiums or assessments on this policy

7. Resolution

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

8. Funding

It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

This subgrant agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program and; (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the

WIA SUBGRANT AGREEMENT

Subgrantee: STANISLAUS COUNTY

Exhibit BB  
Page 6 of 14  
SUBGRANT NO: K282512  
MODIFICATION NO: NEW

Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.

- a). At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant agreement will be immediately remitted to the Subgrantor, and no longer available to the Subgrantee.
- b). The Subgrantor retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subgrantee is given prompt notice and the opportunity for an informal review of the Subgrantor's decision. The Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this subgrant agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- c). The local Chief Elected Official (CEO) of a unit of general local government designated as a Local Workforce Investment Area (LWIA) shall be liable to the EDD for all funds not expended in accordance with WIA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a LWIA, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the EDD for all funds not expended in accordance with the WIA, and shall return to the EDD all of those funds.

9. Accounting and Cash Management

- a). Subgrantee will comply with controls, record keeping and fund accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subgrantee and disbursed by the Subgrantee, under this subgrant agreement.
- b). Subgrantee will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Subgrantor. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c). The Subgrantor retains the authority to adjust specific amounts of cash requested if the Subgrantor's records and subsequent verification with the Subgrantee indicate that the Subgrantee has an excessive amount of cash in its account.
- d). Income (including interest income) generated as a result of the receipt of WIA activities, will be utilized in accordance with policy and procedures established by the Subgrantor. Subgrantee will account for any such generated income separately.
- e). Subgrantee shall not be required to maintain a separate bank account but shall separately account for WIA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subgrantee for deposit in Subgrantee's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subgrantee. The Subgrantor will have a lien upon any balance of WIA funds in these accounts, which will take priority over all other liens or claims.

10. Amendments

This subgrant agreement may be unilaterally modified by the Subgrantor under the following circumstances:

- a). There is an increase or decrease in federal or state funding levels.
- b). A modification to the Subgrant is required in order to implement an adjustment to a Subgrantee's plan.
- c). Funds awarded to the Subgrantee have not been expended in accordance with the schedule included in the approved Subgrantee's plan. After consultation with the Subgrantee, the Subgrantor has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Subgrantor.
- d). There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e). An amendment is required to change the Subgrantees' name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to

WIA SUBGRANT AGREEMENT

Subgrantee: STANISLAUS COUNTY

Exhibit BB  
Page 7 of 14  
SUBGRANT NO: K282512  
MODIFICATION NO: NEW

approval of said amendment.

Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.

11. Reporting

Subgrantee will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the Subgrantor. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

12. Termination

This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:

- a). Termination for Convenience - Either the Subgrantor or the Subgrantee may request a termination, in whole or in part, for convenience. The Subgrantee will give a ninety- (90) calendar-day advance notice in writing to the Subgrantor. The Subgrantor will give a ninety (90) calendar-day advance notice in writing to the Subgrantee.
- b). Termination for Cause - The Subgrantor may terminate this subgrant agreement in whole or in part when it has determined that the Subgrantee has substantially violated a specific provision of the WIA regulations or implementing state legislation and corrective action has not been taken.

- (1). All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to the Subgrantee will be addressed to:  
JEFFREY ROWE  
DIRECTOR  
PO BOX 3389  
251 E HACKETT RD C-2  
MODESTO CA 95353-3389

Notices to the Subgrantor will be addressed to:

Employment Development Department  
Workforce Services Division  
Financial Management Unit  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

13. Records

- a). If participants are served under this subgrant agreement, the Subgrantee will establish a participant data system as prescribed by the Subgrantor.
- b). Subgrantee will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subgrantee will retain the records until the resolution of such litigation or audit.  
Refer to 29 CFR, Part 97.42(b)(2) or 29 CFR, Part 95.53(b)(1).
- c). The Subgrantor and/or the U. S. DOL, or their designee (refer to 29 CFR, Part 95.48(d) or 29 CFR Part 97.36(i)(10)) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subgrantee shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subgrantee shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

- a). The Subgrantee will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements of OMB (single audit or program-specific audit requirement) Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).

WIA SUBGRANT AGREEMENT

Subgrantee: STANISLAUS COUNTY

Exhibit BB  
Page 8 of 14  
SUBGRANT NO: K282512  
MODIFICATION NO: NEW

- b). The Subgrantee and/or auditors performing monitoring or audits of the Subgrantee or its sub-contracting service providers will immediately report to the Subgrantor any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIA, or its regulations.

15. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Subgrantee will be liable for and will repay, to the Subgrantor, any amounts expended under this subgrant agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIA.

16. Conflicts

- a). Subgrantee will cooperate in the resolution of any conflict with the U. S. DOL that may occur from the activities funded under this agreement.
- b). In the event of a dispute between the Subgrantor and the Subgrantee over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Subgrantor and the Subgrantee. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

17. Grievances and Complaint System

Subgrantee will establish and maintain a grievance and complaint procedure in compliance with the WIA, federal regulations and state statutes, regulations and policy.

18. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Subgrantee under this subgrant agreement, will be disposed of in accordance with the direction of the Subgrantor. In addition, any tools and/or equipment furnished to the Subgrantee by the Subgrantor and/or purchased by the Subgrantee with funds pursuant to this subgrant agreement will be limited to use within the activities outlined in this subgrant agreement and will remain the property of the United States Government and/or the Subgrantor. Upon termination of this subgrant agreement, Subgrantee will immediately return such tools and/or equipment to the Subgrantor or dispose of them in accordance with the direction of the Subgrantor.

19. Intellectual Property Provisions

a). Federal Funding

In any subgrant funded in whole or in part by the federal government, Subgrantor may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b). Ownership

- (1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they

are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor. Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.
- (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
- (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
- (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.

c). Retained Rights / License Rights

- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.

d). Copyright

- (1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of

WIA SUBGRANT AGREEMENT

Subgrantee: STANISLAUS COUNTY

Exhibit BB  
Page 10 of 14  
SUBGRANT NO: K282512  
MODIFICATION NO: NEW

Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that: (i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantor to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. Refer to 29 CFR, Part 95, Appendix A 5 or Part 97.34.

- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

e). Patent Rights

With respect to inventions (refer to 29 CFR, 97.36(i)(8)) made by Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subgrantee hereby grants to Subgrantor a license as described under paragraph nineteen c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then Subgrantee agrees to assign to Subgrantor, without additional compensation, all its right, title and interest in and to such inventions and to assist Subgrantor in securing United States and foreign patents with respect thereto.

f). Third-Party Intellectual Property

Except as provided herein, Subgrantee agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of Subgrantee or third party without first: (i) obtaining Subgrantor's prior written approval; and (ii) granting to or obtaining for Subgrantor's, without additional compensation, a license, as described in paragraph nineteen c), for any of Subgrantee's or third-party's Intellectual Property in existence prior to the effective date of this subgrant agreement. If such a license upon these terms is unattainable, and Subgrantor determines that the Intellectual Property should be included in or is required for Subgrantee's performance of this subgrant agreement, Subgrantee shall obtain a license under terms acceptable to Subgrantor.

g). Warranties

- (1). Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
- (c). Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e). Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- (f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Subgrantor in this subgrant agreement.

- (g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subgrantee's performance of this subgrant agreement.
- (2). SUBGRANTOR MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.
- h). Intellectual Property Indemnity
- (1). Subgrantee shall indemnify, defend and hold harmless Subgrantor and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Subgrantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subgrantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Subgrantor's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this subgrant agreement. Subgrantor reserves the right to participate in and/or control, at Subgrantee's expense, any such infringement action brought against Subgrantor.
- (2). Should any Intellectual Property licensed by the Subgrantee to Subgrantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve Subgrantor's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Subgrantor. Subgrantor shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for Subgrantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3). Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.
- i). Survival
- The provisions set forth herein shall survive any termination or expiration of this subgrant agreement or any project schedule.

20. Confidentiality Requirements

The State of California and the Subgrantee will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and information about specific clients receiving services. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment



WIA SUBGRANT AGREEMENT

Subgrantee: STANISLAUS COUNTY

Exhibit BB  
Page 12 of 14  
SUBGRANT NO: K282512  
MODIFICATION NO: NEW

Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, the Department of Alcohol and Drug Programs, and individuals requesting program services.

The Subgrantor and Subgrantee agree that:

- a). Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b). Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c). The Subgrantee agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
  - i. Aggregate Summaries: All reports and/or publications developed by the Subgrantee based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
  - ii. Publication: Prior to publication, Subgrantee shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
  - iii. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d). Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or to the public.
- e). The Subgrantee shall notify Subgrantor's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information Security Incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subgrantee shall cooperate with the Subgrantor in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the Subgrantee learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subgrantee must provide notification to individuals pursuant to Civil Code section 1798.82.
- f). The Subgrantee shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g). At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h). Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- i). Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j). Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying

WIA SUBGRANT AGREEMENT

Subgrantee: STANISLAUS COUNTY

Exhibit BB  
Page 13 of 14  
SUBGRANT NO: K282512  
MODIFICATION NO: NEW

confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

- k). If the Subgrantor or Subgrantee enters into an agreement with a third party to provide WIA services, the Subgrantor or Subgrantee agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- l). The Subgrantee may, in its operation of the One-Stops, permit a One-Stop Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBS. Subgrantee shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this Subgrant, the confidentiality requirements of paragraph 20 of this Subgrant and any other terms of this Subgrant that may be applicable. In addition, the following requirements must be included in the subcontracts:
- (1) All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the subgrantee, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with 29 Code of Federal Regulations 97.42, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The subgrantee should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. (29 CFR sec. 97.42 (b)(2).)
  - (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
  - (3) A One-Stop client must still be given the option to use the One-Stop's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly, and immediately communicated to the client upon registration within the One-Stop or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the One-Stop Operator.
  - (4) The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the clients seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
  - (5) When the Subgrantor modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the One-Stop Operator(s) in the local area.
- m). Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE SUBGRANTOR

Name: Art O'Neal  
Title: Section Manager  
Address: P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001  
Telephone: (916) 654-9699

WIA SUBGRANT AGREEMENT

Subgrantee: STANISLAUS COUNTY

Exhibit BB  
Page 14 of 14  
SUBGRANT NO: K282512  
MODIFICATION NO: NEW

Fax: (916) 654-9657

FOR THE SUBGRANTEE

Name: **JEFFREY ROWE**  
Title: **DIRECTOR**  
Telephone: **209-558-2150**  
Fax: **209-558-2164**

21. Signatures

This subgrant agreement is of no force and effect until signed by both of the parties hereto.  
Subgrantee will not commence performance prior to the beginning of this subgrant agreement.

Revised October 2007

EXHIBIT COVER SHEET

SUBGRANT NO: K282512  
MODIFICATION NO: 00

EXHIBIT DD  
Page 1 OF 1

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: WIA TITLE I YOUTH FORMULA 301

TERM OF THESE FUNDS: 04/01/2011 TO: 06/30/2013

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this action is to initiate this Local Workforce Investment Area's (LWIA) new Program Year (PY) 2011-12 Workforce Investment Act (WIA) Title I subgrant agreement and to incorporate WIA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this LWIA's entire youth formula allocation for PY 2011-12. The term dates for these funds is April 1, 2011 to June 30, 2013.

The LWIA will operate the WIA program in accordance with the approved Workforce Investment Plan on file in the Workforce Services Division of the Employment Development Department, P.O. Box 826880, MIC 50, Sacramento, CA 92480-0001.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)



BOARD OF SUPERVISORS

2012 JUL 18 A 10:32



Edmund G. Brown Jr.  
Governor

July 6, 2012

Mr. Jeffrey Rowe, Director  
Stanislaus County  
251 E. Hackett Road, C-2  
Modesto, CA 95358

Dear Mr. Rowe:

WORKFORCE INVESTMENT ACT (WIA) SUBGRANT AGREEMENT K282512

Enclosed is a copy of modification number six of your WIA Subgrant Agreement. This modification is to add funds to the National Emergency Grant for NUMMI project in the amount of \$169,000 into grant code 768. The term end date is from 6/30/12 to 9/30/12.

If you have any questions, please contact your Regional Advisor.

Sincerely,

/s/ VIVIANA NEET  
Manager  
Financial Management Unit

Enclosure

cc: Mr. William O'Brien, Chairman  
Region I, MIC 50  
Wai Tin Wong, MIC 69

Cleared *K5*  
 Dist. *WIA 6/29/12*

WIA SUBGRANT AGREEMENT

STANISLAUS COUNTY

REGISTRATION NO: K282512  
 MODIFICATION NO: 06  
 SUBGRANTEE CODE: STN

SUBGRANTOR: State of California  
 Employment Development Dept.  
 Workforce Services Division  
 P.O. Box 826880, MIC 69  
 Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY  
 251 E. HACKETT ROAD C-2  
 MODESTO, CA 95358

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

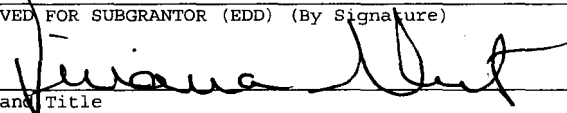
Funding Detail Chart  
 Title I-D (TITLE I NAT'L RES. EMERG.)

Exhibit AA, pages 1 through 1  
 Exhibit GG, pages 1 through 1

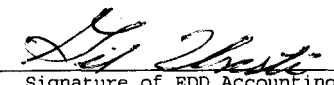
ALLOCATION(s): The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	PRIOR AMOUNT: \$7,388,324.00 INCREASE/DECREASE: \$169,000.00 TOTAL: \$7,557,324.00
--	--

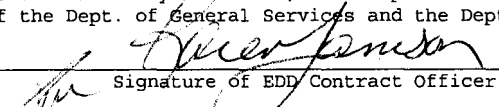
TERMS OF AGREEMENT: From 04/01/2011 to 06/30/2013	Terms of Exhibits are as designated on each exhibit
--	---

PURPOSE: To add funds to the National Emergency Grant for the NUMMI project in the amount of \$169,000 into grant code 768. The term end date is from 6/30/12 to 9/30/12.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)  
  
 Name and Title  
 MICHAEL EVASHENK  
 CHIEF  
 WORKFORCE SERVICES DIVISION

APPROVED FOR SUBGRANTEE (By Signature)  
 Unilateral modification. Subgrantee Signature not required.  
 Name and Title

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:  
  
 Signature of EDD Accounting Officer

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:  
  
 Signature of EDD Contract Officer

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: STANISLAUS COUNTY

SUBGRANT NO: K282512  
MODIFICATION NO: 06

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
<b>TITLE I-A: WIA-ADULT</b>				
96152 WIA TITLE I ADULT FORMULA (201) : 07/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$176,203.00	\$0.00	\$0.00	\$176,203.00
98282 WIA TITLE I ADULT FORMULA (202) : 10/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$2,125,180.00	\$0.00	\$0.00	\$2,125,180.00
<b>TOTAL TITLE I-A</b>	<b>\$2,301,383.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,301,383.00</b>
<b>TITLE I-D: WIA-DISLOCATED WORKERS</b>				
96212 RAPID RESPONSE FOR RA&PGM (540) : 07/01/2011 to 06/30/2012 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$47,606.00	\$0.00	\$0.00	\$47,606.00
98422 RAPID RESPONSE FOR RA&PGM (541) : 10/01/2011 to 06/30/2012 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$142,818.00	\$0.00	\$0.00	\$142,818.00
98212 TITLE I DISLOCATED WORKER (500) : 04/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$746,803.00	\$0.00	\$0.00	\$746,803.00
96202 TITLE I DISLOCATED WORKER (501) : 07/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$482,065.00	\$0.00	\$0.00	\$482,065.00
98212 TITLE I DISLOCATED WORKER (502) : 10/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$1,287,253.00	\$0.00	\$0.00	\$1,287,253.00
<del>98582</del> 98582 TITLE I NAT'L RES. EMERG. (768) NEG-NUMMI PROJECT : 07/01/2011 to 09/30/2012 Prog/Element <del>62/10</del> Ref Fed Catlg 417278	\$0.00	\$169,000.00	\$0.00	\$169,000.00
<b>TOTAL TITLE I-D</b>	<b>\$2,706,545.00</b>	<b>\$169,000.00</b>	<b>\$0.00</b>	<b>\$2,875,545.00</b>
<b>TITLE I-Y: YOUTH</b>				
96102 WIA TITLE I YOUTH FORMULA (301) : 04/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$2,380,396.00	\$0.00	\$0.00	\$2,380,396.00
<b>TOTAL TITLE I-Y</b>	<b>\$2,380,396.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,380,396.00</b>
<b>GRAND TOTAL:</b>	<b>\$7,388,324.00</b>	<b>\$169,000.00</b>	<b>\$0.00</b>	<b>\$7,557,324.00</b>

All references are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modifications purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.

EXHIBIT COVER SHEET

SUBGRANT NO: K282512  
MODIFICATION NO: 06

EXHIBIT GG  
Page 1 OF 1

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: NUMMI RE-EMPLOYMENT PROJ 768

TERM OF THESE FUNDS: 07/01/2011 TO: 09/30/2012

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this modification is to incorporate the third increment of funds in the amount of \$169,000 into grant code 768 for the NUMMI project. The term date is from July 1, 2011 to September 30, 2012.

1st (\$383,759) + 2nd (\$290,000) + 3rd (\$169,000)  
= Total \$842,759.

This modification will allow you to charge allowable activities based on your project proposal. However, the grant funds available are limited to 10% of the total award.

You must submit a modification incorporating project specific exhibits to this modification within 60 days of the execution date before additional funds will be released. Your project manager will work with you to complete the exhibits.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)





Edmund G. Brown Jr.  
Governor

July 19, 2012

Mr. Jeffrey Rowe, Director  
Stanislaus County  
251 E. Hackett Road, C-2  
Modesto, CA 95358

Dear Mr. Rowe:

**WORKFORCE INVESTMENT ACT (WIA) SUBGRANT AGREEMENT K282512**

Enclosed is a copy of modification number seven of your WIA Subgrant Agreement. This modification is to add the third increment exhibits for the National Emergency Grant NUMMI project into grant code 768.

If you have any questions, please contact your Regional Advisor.

Sincerely,

/s/ VIVIANA NEET  
Manager  
Financial Management Unit

Enclosure

cc: Mr. William O'Brien, Chairman  
Region I, MIC 50  
Wai Tin Wong, MIC 69

Checked - KJ  
 Dist. WIA 7/10/12

WIA SUBGRANT AGREEMENT

STANISLAUS COUNTY

REGISTRATION NO: K282512  
 MODIFICATION NO: 07  
 SUBGRANTEE CODE: STN

SUBGRANTOR: State of California  
 Employment Development Dept.  
 Workforce Services Division  
 P.O. Box 826880, MIC 69  
 Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY  
 251 E. HACKETT ROAD C-2  
 MODESTO , CA 95358

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart Title I-D (TITLE I NAT'L RES.EMERG.) Exhibit AA, pages 1 through 1  
 Exhibit GG, pages 1 through 1

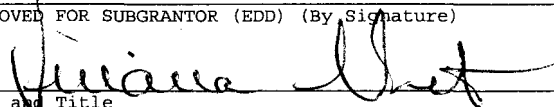
National Emergency Grant (NEG) - NUMMI project:

Project Narrative Exhibit A 2 pgs  
 Monthly Expend/Participant Plan Exhibit B 1 pg  
 Line Item Budget (3rd increment) Exhibit C 2 pgs  
 Line Item Budget Narrative Dtl (3rd inc) Exhibit D 2 pgs  
 Cum Qtrly Expend/Participant Plan Exhibit E 1 pg

ALLOCATION(s):  
 The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":  
 PRIOR AMOUNT: \$7,557,324.00  
 INCREASE/DECREASE: \$0.00  
 TOTAL: \$7,557,324.00

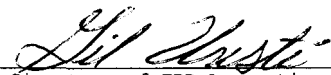
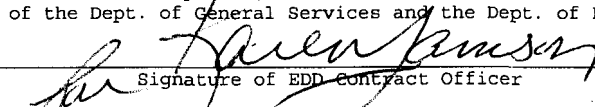
TERMS OF AGREEMENT:  
 From 04/01/2011 to 06/30/2013  
 Terms of Exhibits are as designated on each exhibit

PURPOSE: To add the third increment exhibits for the National Emergency Grant NUMMI project into grant code 768.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)  Name and Title MICHAEL EVASHENK CHIEF WORKFORCE SERVICES DIVISION	APPROVED FOR SUBGRANTEE (By Signature) Unilateral modification. Subgrantee Signature not required. Name and Title
---	---

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:

 Signature of EDD Accounting Officer	 Signature of EDD Contract Officer
--	---

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: STANISLAUS COUNTY

SUBGRANT NO: K282512  
MODIFICATION NO: 07

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
<b>TITLE I-A: WIA-ADULT</b>				
96152 WIA TITLE I ADULT FORMULA (201) : 07/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$176,203.00	\$0.00	\$0.00	\$176,203.00
98282 WIA TITLE I ADULT FORMULA (202) : 10/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$2,125,180.00	\$0.00	\$0.00	\$2,125,180.00
TOTAL TITLE I-A	\$2,301,383.00	\$0.00	\$0.00	\$2,301,383.00
<b>TITLE I-D: WIA-DISLOCATED WORKERS</b>				
96212 RAPID RESPONSE FOR RA&PGM (540) : 07/01/2011 to 06/30/2012 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$47,606.00	\$0.00	\$0.00	\$47,606.00
98422 RAPID RESPONSE FOR RA&PGM (541) : 10/01/2011 to 06/30/2012 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$142,818.00	\$0.00	\$0.00	\$142,818.00
98212 TITLE I DISLOCATED WORKER (500) : 04/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$746,803.00	\$0.00	\$0.00	\$746,803.00
96202 TITLE I DISLOCATED WORKER (501) : 07/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$482,065.00	\$0.00	\$0.00	\$482,065.00
98212 TITLE I DISLOCATED WORKER (502) : 10/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$1,287,253.00	\$0.00	\$0.00	\$1,287,253.00
98581 TITLE I NAT'L RES. EMERG. (768) NEG-NUMMI PROJECT : 07/01/2011 to 09/30/2012 Prog/Element 62/ 10 Ref 001 Fed Catlg 417277	\$169,000.00	\$0.00	\$0.00	\$169,000.00
TOTAL TITLE I-D	\$2,875,545.00	\$0.00	\$0.00	\$2,875,545.00
<b>TITLE I-Y: YOUTH</b>				
96102 WIA TITLE I YOUTH FORMULA (301) : 04/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$2,380,396.00	\$0.00	\$0.00	\$2,380,396.00
TOTAL TITLE I-Y	\$2,380,396.00	\$0.00	\$0.00	\$2,380,396.00
<b>GRAND TOTAL:</b>	<b>\$7,557,324.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,557,324.00</b>

All references are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modifications purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.

EXHIBIT COVER SHEET

SUBGRANT NO: K282512  
MODIFICATION NO: 07

EXHIBIT GG  
Page 1 OF 1

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: NUMMI RE-EMPLOYMENT PROJ 768

TERM OF THESE FUNDS: 07/01/2011 TO: 09/30/2012

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this modification is to add the 3rd increment exhibits for the National Emergency Grant NUMMI project in grant code 768.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

**National Emergency Grant  
Regular Project Narrative  
3<sup>rd</sup> Increment**

**Applicant Information**

**EXHIBIT A**

Local Area:	<b>Stanislaus County Alliance Worknet</b>
Contact Person:	<b>Bruce Merchant</b>
Address:	<b>629 12<sup>th</sup> Street Modesto, CA 95354</b>
Telephone:	<b>(209) 558-7748</b>
Fax:	<b>(209) 885-7653</b>
E-Mail:	<b>merchanb@stanalliance.com</b>

**Project Synopsis**

Amount of Funding:	<b>\$673,759 + extension \$169,000 = \$842,759</b>
Total Planned Number of Workers Affected:	<b>600</b>
Total Planned Number of Participants to be Enrolled in NEG Grant:	<b>195</b>
Planned Entered Employment Rate:	<b>72%</b>
Planned Cost per Participant:	<b>\$4,321.84</b>
Planned Wage Replacement Rate:	<b>\$14.50</b>
Proposed Project Start Date:	<b>04/01/10</b>
Proposed Project End Date:	<b>09/30/12</b>

**Project Narrative**

Overview

*[Provide a brief summary of your project. Include a description of your overall strategies in addressing this plant closure/layoff situation in your labor market area (i.e., early intervention and how your project will help laid-off employees to promptly transition to new employment).]*

*We coordinated our Rapid Response activities through the Regional Rapid Response Coordination Committee, including participation in the Regional Informational Fairs. Based on recommendations from the Regional Rapid Response Coordination Committee, we contracted with our local Public Mental Health Agency to prepare and present a series of workshops regarding How to Handle the Stress of a Layoff.*

### Coordination

*[Describe linkages under this project. Include providers of services (Core, Intensive, Recruitment, Reemployment, Other) and training/retraining. Describe service coordination arrangements with One-Stop Center operators and partners.]*

*We participated with the Regional Rapid Response Coordination Committee which evolved into the Blue Team Committee.*

*We contracted with our local Public Mental Health Agency to prepare and present several sessions for the employees of both NUMMI and the local supplier, Trim Masters regarding How to Handle the Stress of a Layoff to help the impacted employees to be more prepared for the impending layoff.*

*We coordinated with our local TAA (EDD staff) to co-facilitate a TAA/Alliance Worknet Orientation, which eliminated the need for the dislocated employees to attend two separate program orientations.*

*We continued the partnership by our staff shared training documented to justify training, and coordinated our services to approve the training using the TAA dollars as priority. If needed, additional funding from the NUMMI-NEG was staffed with AW management to supplement the additional training cost. We also coordinated the supportive services needed to assist the clients to be successful in the TAA funding trainings.*

*We have continued our participation in the Regional Blue Team meetings with the other participating regional LWIBs, as well as active participation the Regional Services Coordination and Education to Employment/Business Service Representatives sub-committees, to share best practices, discuss issues, concerns, and labor market trends impacting our continued services to these job seekers, and to strengthen our ability to maximize our shared resources and knowledge for continuous improvement efforts.*

### Project Detail

**1) Early Intervention:** *[Describe the Rapid Response activities that were implemented to respond to the plant closures/ layoffs and any efforts to contact affected workers and/or their representatives in your local area; include challenges and successes.]*

*Alliance Worknet participated early in the Regional meetings to coordinate the Rapid Response services. This included participation in pre-layoff Information Fairs and providing information al packets about how to contact our agency for the NUMMI employees who commuted from this area. We also coordinated the Rapid Response coordination with Trim Masters, our local supplier that closed due the closure of the NUMMI plant.*

*We contracted with our local Public Mental Health Agency to prepare and present a workshop regarding Handling the Stress of a Layoff for the employees from our local NUMMI supplier and the commuter employees of NUMMI. Although the sessions were well prepared and presented, very few of the employees participated. Many of the NUMMI employees utilized the services at the NUMMI Regional One Stop located in the Union Hall in Fremont.*

*The participating in the Regional Rapid Response Coordination committee evolved into the continued participation of the Blue Team and involvement with the Regional Services Coordination and Education to Employment/Business Services Representative Sub-committees for the continued coordination of services for the displaced employees.*

**NATIONAL EMERGENCY GRANT - REGULAR PROJECT  
MONTHLY EXPENDITURE AND PARTICIPANT PLAN**

PROJECT PLANNING FORM - (Project Name)

Fill in the highlighted boxes below.

Stanislaus County Alliance Worknet

**EXHIBIT B**

PERFORMANCE FACTOR	TOTAL	Actuals thru	Actuals thru	Actuals thru	Actuals thru	Actuals thru	Actuals thru	Actuals thru	Plan thru	Plan thru	Plan thru	Plan thru
		6/30/2010	9/30/2010	12/31/2010	3/30/2011	6/30/2011	9/30/2011	12/31/2011	3/31/2012	6/30/2012	9/30/2012	
<b>TOTAL PLANNED PARTICIPANTS</b>	195	43	105	154	183	193	195	195	195	195	195	195
RECEIVING INTENSIVE SERVICES	195	43	105	154	183	193	195	195	195	195	195	195
ENROLLED IN TRAINING	150	0	11	20	68	119	133	147	150	150	150	150
RECEIVING SUPPORTIVE SERVICES	80	15	30	45	51	53	54	69	75	80	80	80
RECEIVING NEEDS RELATED PAYMENTS	0	0	0	0	0	0	0	0	0	0	0	0
EXITS	195	0	7	19	66	48	62	71	90	125	195	195
ENTERING EMPLOYMENT AT EXIT	140	0	2	12	26	37	47	56	75	105	140	140
<b>ADMIN PROGRAM</b>												
CORE AND INTENSIVE SERVICES	\$ 490,063	\$ 4,286	\$ 56,099	\$ 131,443	\$ 220,800	\$ 248,085	\$ 307,109	\$ 393,981	\$ 420,821	\$ 462,366	\$ 490,063	\$ 490,063
TRAINING	\$ 204,822	\$ 8,775	\$ 9,275	\$ 20,098	\$ 93,583	\$ 102,922	\$ 109,492	\$ 100,849	\$ 150,822	\$ 183,222	\$ 204,822	\$ 204,822
SUPPORTIVE SERVICES	\$ 85,733			\$ 2,136	\$ 4,902	\$ 7,733	\$ 23,821	\$ 40,127	\$ 50,733	\$ 71,733	\$ 85,733	\$ 85,733
NEEDS RELATED PAYMENTS (NRP)												
OTHER 1												
o ADMIN	\$ 62,141	\$ 436	\$ 4,826	\$ 11,321	\$ 22,205	\$ 25,018	\$ 32,706	\$ 41,513	\$ 51,382	\$ 57,837	\$ 62,141	\$ 62,141
o NRP PROCESSING												
o OTHER 2												
PROGRAM MANAGEMENT AND OVERSIGHT	\$ 62,141	\$ -	\$ 436	\$ 4,826	\$ 11,321	\$ 22,205	\$ 25,018	\$ 41,513	\$ 51,382	\$ 57,837	\$ 62,141	\$ 62,141
<b>TOTAL PROJECT EXPENDITURES</b>	<b>\$ 62,141</b>	<b>\$ 780,618</b>						<b>\$ 576,470</b>	<b>\$ 673,759</b>	<b>\$ 775,159</b>	<b>\$ 842,759</b>	<b>\$ 842,759</b>

All quarterly entries in this form are NOT CUMULATIVE . The data in this form will automatically transfer to worksheet #3, Cumulative Quarterly.

\*This form must be accompanied by an appropriate budget narrative which lists, for each line item with an asterisk, components of the costs, e.g. staff salaries, fringe benefits, equipment, travel, facilities, and the estimated cost amounts for each.

NATIONAL EMERGENCY GRANT - REGULAR PROJECT

NUMMI NEG 1st + 2nd + 3rd Increments Budget

Line Item Budget

EXHIBIT C

LOCAL AREA: Stanislaus County Alliance WorkNet

<u>Expense Item</u>	<u>Administration</u>	<u>Program</u>	<u>Total</u>
Staff			
Salaries	\$12,986.00	\$252,344.00	\$265,330.00
Fringe Benefits      % of Salaries: <span style="background-color: #cccccc; border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	\$6,542.00	\$107,975.00	\$114,517.00
Staff Travel	\$732.00	\$3,696.00	\$4,428.00
Communications	\$4,916.00	\$13,897.00	\$18,813.00
Facilities Rent	\$7,799.00	\$38,750.00	\$46,549.00
Facilities Utilities	\$758.00	\$2,142.00	\$2,900.00
Facilities Maintenance	\$1,447.00	\$4,091.00	\$5,538.00
Office Supplies	\$928.00	\$2,624.00	\$3,552.00
Testing and Instructional Materials			\$0.00
Equipment Purchases			\$0.00
Equipment Leases	\$1,014.00	\$2,868.00	\$3,882.00
Tuition Payments/ITAs		\$117,000.00	\$117,000.00
OJT Reimbursements		\$92,400.00	\$92,400.00
Relocation Assistance			\$0.00
Out-of-Area Job Search			\$0.00
Other Supportive Services		\$115,520.00	\$115,520.00
Indirect Costs			\$0.00
Other Participant Costs (from 2b.Detail for "Other" form)		\$28,030.00	\$28,030.00
Other Program Mgt. & Oversight Costs (from 2b.Detail for "Other" form)	\$24,300.00		\$24,300.00
<b>TOTAL</b>	<b>\$61,422.00</b>	<b>\$781,337.00</b>	<b>\$842,759.00</b>



**National Emergency Grant - Regular Project  
NUMMI Re-Employment Project**

---

**NUMMI NEG 1st + 2nd + 3rd Increments Expenditure Plan**

---

**Detail of Costs**

<b>"Other Participant Costs"</b>	<b>Amount</b>
Pool Operating Costs (Program)	\$ 28,030.00
<b>Total</b>	<b>\$ 28,030.00</b>
<b>"Other Program Mgt. &amp; Oversight Costs"</b>	
Administrative Support-Director/Fiscal	\$ 24,300.00
<b>Total</b>	<b>\$ 24,300.00</b>



**NATIONAL EMERGENCY GRANT - REGULAR PROJECT**

**Stanislaus County Alliance WorkNet**

**NUMMI NEG 1st + 2nd + 3rd Increments Plan**

**Project Line-Item Budget Narrative Detail**

11	Relocation Assistance (Support) -- detail	
12	Out-of-Area Job Search (Support) -- detail	
13	Other Supportive Services -- List each type planned, estimated unit cost of each, how total cost of each was determined (unit cost multiplied by estimated number of each service).	1st: 131 participants x \$420.00 = \$55,020. We project to provide but not limited to travel reimbursement, clothing, tools, child care, eye glasses, drug test and physicals. 2nd: 17 customers with average of \$1,500 = \$25,000, for transportation, child care, work clothing, testing, certifications. 3rd: 70 customers with average of \$500 = \$35,000, for transportation, child care, work clothing, testing, certifications.
14	Sub-grantee indirect costs -- Provide rate, direct costs to which applied, approving cognizant agency and date of approval. Show how total was calculated.	

Format as needed.

**NATIONAL EMERGENCY GRANT - REGULAR PROJECT  
CUMULATIVE QUARTERLY EXPENDITURE AND PARTICIPANT PLAN**

PROJECT PLANNING FORM - (Project Name)

**Stanislaus County Alliance Worknet**

**EXHIBIT E**

PERFORMANCE FACTOR		TOTAL	QTR 1	QTR 2	QTR3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10
<b>TOTAL PLANNED PARTICIPANTS</b>		195	43	148	302	485	678	873	1,068	1,263	1,458	1,653
RECEIVING INTENSIVE SERVICES		195	43	148	302	485	678	873	1,068	1,263	1,458	1,653
ENROLLED IN TRAINING		150	0	11	31	99	218	351	498	648	798	948
RECEIVING SUPPORTIVE SERVICES		80	15	45	90	141	194	248	317	392	472	552
RECEIVING NEEDS RELATED PAYMENTS		0	0	0	0	0	0	0	0	0	0	0
EXITS		195	0	7	26	92	140	202	273	363	488	683
ENTERING EMPLOYMENT AT EXIT		140	0	2	14	40	77	124	180	255	360	500
	<b>ADMIN</b>	<b>PROGRAM</b>										
CORE AND INTENSIVE SERVICES		\$ 490,063	4,286	60,385	191,828	412,628	660,713	967,823	1,361,804	1,782,625	2,244,991	2,735,054
TRAINING		\$ 204,822	8,775	18,050	38,148	131,731	234,653	344,146	444,995	595,817	779,040	983,862
SUPPORTIVE SERVICES		\$ 85,733	0	0	2,136	7,039	14,772	38,593	78,720	129,453	201,186	286,919
NEEDS RELATED PAYMENTS (NRP)		\$ -	0	0	0	0	0	0	0	0	0	0
OTHER*		\$ -	0	0	0	0	0	0	0	0	0	0
o ADMIN	\$ 62,141		436	5,262	16,583	38,788	63,806	96,512	138,025	189,407	247,245	309,385
o NRP PROCESSING	\$ -		0	0	0	0	0	0	0	0	0	0
o OTHER*	\$ -		0	0	0	0	0	0	0	0	0	0
PROGRAM MANAGEMENT AND OVERSIGHT	\$ 62,141	\$ -	436	5,262	16,583	38,788	63,806	96,512	138,025	189,407	247,245	309,385
<b>TOTAL PROJECT EXPENDITURES</b>	<b>\$ 62,141</b>	<b>\$ 780,618</b>	<b>13,497</b>	<b>83,697</b>	<b>248,695</b>	<b>590,186</b>	<b>973,945</b>	<b>1,447,074</b>	<b>2,023,544</b>	<b>2,697,303</b>	<b>3,472,461</b>	<b>4,315,220</b>

All quarterly entries are CUMULATIVE and are automatically captured from 2a. Quarterly Plan. Therefore, do not attempt to enter data into this spreadsheet.

\*This form must be accompanied by an appropriate budget narrative which lists, for each line item with an asterisk, components of the costs, e.g. staff salaries, fringe benefits, equipment, travel, facilities, and the estimated cost amounts for each.



BOARD OF SUPERVISORS

Edmund G. Brown Jr.  
Governor

September 28, 2012

2012 OCT -9 A 1 45

Mr. Jeffrey Rowe – Director  
Stanislaus County Alliance Network  
251 E. Hackett Road, C-2  
Modesto, CA 95358

Mr. Rowe:

WORKFORCE INVESTMENT ACT (WIA) SUBGRANT AGREEMENT K282512

Enclosed is a copy of modification number five of your Workforce Investment Act (WIA) Subgrant Agreement. This modification transfers second round Dislocated Worker funds to Adult second round funds.

If you have any questions, please contact your Regional Advisor.

/s/ Viviana Neet  
Manager  
Financial Management Unit

Enclosure

cc: Mr. William O'Brien, Chairman  
Program Region I, MIC 50  
Julie Martin, MIC 69

-KS  
WIA 5/31/12

WIA SUBGRANT AGREEMENT

STANISLAUS COUNTY

REGISTRATION NO: K282512  
MODIFICATION NO: 05  
SUBGRANTEE CODE: STN

SUBGRANTOR: State of California  
Employment Development Dept.  
Workforce Services Division  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY  
251 E. HACKETT ROAD C-2  
MODESTO, CA 95358  
GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart	Exhibit AA, pages 1 through 1
Title I-D (RAPID RESPONSE FOR RA&PGM)	Exhibit FF, pages 1 through 1
Title I-D (TITLE I DISLOCATED WORKER)	Exhibit EE, pages 1 through 2

WIA Transfer - Dislocated Worker to Adult:

Budget Plan	Attachment I	1 Page
Participant Plan	Attachment II	1 Page

ALLOCATION(s):	PRIOR AMOUNT:	\$7,388,324.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE:	\$0.00
	TOTAL:	\$7,388,324.00

TERMS OF AGREEMENT:	Terms of Exhibits are as designated on each exhibit
From 04/01/2011 to 06/30/2013	

PURPOSE: To transfer second round Dislocated Worker funds (GC 502) to second round Adult funds (GC 500) in the amount of \$746,803.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

Unilateral modification. Subgrantee Signature not required.

Name and Title  
MICHAEL EVASHENK  
CHIEF  
WORKFORCE SERVICES DIVISION

Name and Title

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:

Signature of EDD Accounting Officer

Signature of EDD Contract Officer

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: STANISLAUS COUNTY

SUBGRANT NO: K282512  
MODIFICATION NO: 05

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
<b>TITLE I-A: WIA-ADULT</b>				
96152 WIA TITLE I ADULT FORMULA (201) : 07/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$176,203.00	\$0.00	\$0.00	\$176,203.00
98282 WIA TITLE I ADULT FORMULA (202) : 10/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$2,125,180.00	\$0.00	\$0.00	\$2,125,180.00
TOTAL TITLE I-A	\$2,301,383.00	\$0.00	\$0.00	\$2,301,383.00
<b>TITLE I-D: WIA-DISLOCATED WORKERS</b>				
96212 RAPID RESPONSE FOR RA&PGM (540) : 07/01/2011 to 06/30/2012 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$47,606.00	\$0.00	\$0.00	\$47,606.00
98422 RAPID RESPONSE FOR RA&PGM (541) : 10/01/2011 to 06/30/2012 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$142,818.00	\$0.00	\$0.00	\$142,818.00
98212 TITLE I DISLOCATED WORKER (500) : 04/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$0.00	\$746,803.00	\$0.00	\$746,803.00
96202 TITLE I DISLOCATED WORKER (501) : 07/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$482,065.00	\$0.00	\$0.00	\$482,065.00
98212 TITLE I DISLOCATED WORKER (502) : 10/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$2,034,056.00	\$0.00	\$746,803.00	\$1,287,253.00
TOTAL TITLE I-D	\$2,706,545.00	\$746,803.00	\$746,803.00	\$2,706,545.00
<b>TITLE I-Y: YOUTH</b>				
96102 WIA TITLE I YOUTH FORMULA (301) : 04/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$2,380,396.00	\$0.00	\$0.00	\$2,380,396.00
TOTAL TITLE I-Y	\$2,380,396.00	\$0.00	\$0.00	\$2,380,396.00
<b>GRAND TOTAL:</b>	<b>\$7,388,324.00</b>	<b>\$746,803.00</b>	<b>\$746,803.00</b>	<b>\$7,388,324.00</b>

All references are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modifications purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.

EXHIBIT COVER SHEET

SUBGRANT NO: K282512  
MODIFICATION NO: 05

EXHIBIT EE  
Page 1 OF 2

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: TRANSFER DW TO ADULT RND2 500

TERM OF THESE FUNDS: 04/01/2011 TO: 06/30/2013

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this modification is to transfer Dislocated Worker funds (GC 502) in the amount of \$746,803 to Adult funds (GC 500). Funds are coming from Dislocated Worker second round funds to Adult second round funds in subgrant K282512.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)



EXHIBIT COVER SHEET

SUBGRANT NO: K282512  
MODIFICATION NO: 05

EXHIBIT EE  
Page 2 OF 2

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: WIA TITLE I DISLOCAT WR2 502

TERM OF THESE FUNDS: 10/01/2011 TO: 06/30/2013

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this modification is to transfer funds in the amount of \$746,803 Dislocated Worker (GC 502) to Adult (GC 500). Funds are coming from Dislocated Worker second round to Adult second round funds in subgrant K282512.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

# TRANSFER REQUEST PARTICIPANT PLAN

Local area: Stanislaus County  
Date: 20-Mar-12

## TITLE IB PARTICIPANT PLAN SUMMARY

WIA 118; 20 CFR 661.350(a)(13); TEGL 17-05

Enter the number of individuals in each category.

TOTALS FOR PY 2011	ADULT	DW	YOUTH
1. Registered Participants Carried in from PY 2010	362	352	
2. New Registered Participants for PY 2011	398	160	
3. Total Registered Participants for PY 2011 (Line 1 plus 2)	760	512	
4. Exiters for PY 2011	308	205	
5. Registered Participants Carried Out to PY 2012 (Line 3 minus 4)	452	307	

PROGRAM SERVICES	ADULT	DW	YOUTH
6. Core Self Services	9,785	5,945	
7. Core Registered Services	759	514	
8. Intensive Services	759	514	
9. Training Services	190	56	

YOUTH MEASURES	ADULT	DW	YOUTH
10. Attainment of a Literacy and/or Numeracy Gain			
11. Attainment of a High School Diploma, GED, or Certificate			

EXIT STATUS	ADULT	DW	YOUTH
12. Entered Employment	202	152	
12A. Training-related	120	70	
13. Remained with Layoff Employer		5	
14. Entered Military Service			
15. Entered Advanced Training			
16. Entered Postsecondary Education			
17. Entered Apprenticeship Program			
18. Returned to Secondary School			
19. Exited for Other Reasons	19	15	

*Wanda A. Fong, MGR III*  
Contact Person, Title

*209-558-2120*  
Telephone Number

*3/19/2012*  
Date Prepared

Comments:


# TRANSFER REQUEST BUDGET PLAN

Local area: STANISLAUS COUNTY

Date: 20-Mar-12

## TITLE IB BUDGET PLAN SUMMARY (Adult and Dislocated Worker Funds)

WIA 118; 20 CFR 661.350(a)(13)

Subgrant # <u>K282512</u>	Grant Code	Adult to Dislocated Worker <input type="checkbox"/> 201 → 299 <input type="checkbox"/> 202 → 200	Dislocated Worker to Adult <input type="checkbox"/> 501 → 499 <input checked="" type="checkbox"/> 502 → 500
Year of Appropriation <u>2011</u>			

FUNDING IDENTIFICATION	ADULT	DISLOCATED
1. Formula Allocation		2,489,343
2. Prior Adjustments - Plus or Minus		
3. Previous Amounts Transferred		
4. Current Amount to be Transferred	746,803	(746,803)
5. TOTAL FUNDS AVAILABLE (Lines 1 thru 4)	746,803	1,742,540

TOTAL ALLOCATION COST CATEGORY PLAN		
6. Program Services (Lines 6A through 6E)	672,123	1,568,286
A. Core Self Services	172,049	471,152
B. Core Registered Services	119,929	317,811
C. Intensive Services	190,374	399,098
D. Training Services	189,771	380,225
E. Other		
7. Administration	74,680	174,254
8. TOTAL (Lines 6 plus 7)	746,803	1,742,540

QUARTERLY TOTAL EXPENDITURE PLAN (Cumulative)		
9. September 2010		
10. December 2010		
11. March 2011		
12. June 2011		
13. September 2011		
14. December 2011		345,921
15. March 2012		979,728
16. June 2012	656,380	1,707,962
17. September 2012	746,803	1,742,540
18. December 2012	746,803	1,742,540
19. March 2013	746,803	1,742,540
20. June 2013	746,803	1,742,540

COST COMPLIANCE PLAN (maximum 10%)		
21. % for Administration Expenditures (Line 7/Line 5)	10.00%	10.00%

<i>Mark H. ...</i> MGR III	209-558-21020	3/19/2012
Contact Person, Title	Telephone Number	Date Prepared

Comments:




Edmund G. Brown Jr.  
Governor

BOARD OF SUPERVISORS

2012 NOV 21 A 10: 22

November 16, 2012

Mr. Jeffrey Rowe, Director  
Stanislaus County  
251 E. Hackett Road, C-2  
Modesto, CA 95358

Dear Mr. Rowe:

WORKFORCE INVESTMENT ACT (WIA) SUBGRANT AGREEMENT K282512

Enclosed is a copy of modification number eight of your WIA Subgrant Agreement. This modification is to deobligate \$58,223.03 of unexpended funds from National Emergency Grant-NUMMI Project in grant code 768 per submitted closeout documentation.

If you have any questions, please contact your Regional Advisor.

Sincerely,

/s/ VIVIANA NEET  
Manager  
Financial Management Unit

Enclosure

cc: Mr. William O'Brien, Chairman  
Roni Armstrong, MIC 50  
Wai Tin Wong, MIC 69

Dist. WIA 11/14/12

WIA SUBGRANT AGREEMENT

STANISLAUS COUNTY

REGISTRATION NO: K282512  
 MODIFICATION NO: 08  
 SUBGRANTEE CODE: STN

SUBGRANTOR: State of California  
 Employment Development Dept.  
 Workforce Services Division  
 P.O. Box 826880, MIC 69  
 Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY  
 251 E. HACKETT ROAD C-2  
 MODESTO, CA 95358

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

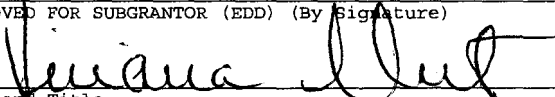
Funding Detail Chart  
 Title I-D (TITLE I NAT'L RES. EMERG.)

Exhibit AA, pages 1 through 1  
 Exhibit GG, pages 1 through 1

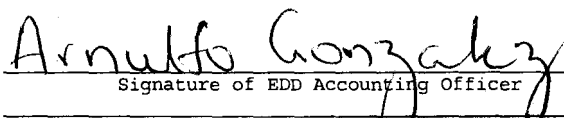
ALLOCATION(s):	PRIOR AMOUNT: \$7,557,324.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE: ( \$58,223.03)
	TOTAL: \$7,499,100.97

TERMS OF AGREEMENT:	Terms of Exhibits are as designated on each exhibit
From 04/01/2011 to 06/30/2013	

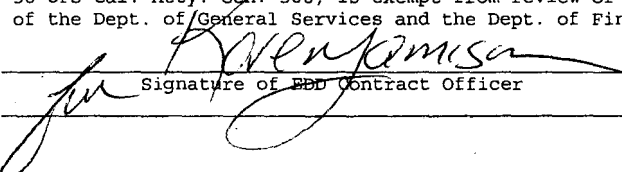
PURPOSE: To deobligate unexpended funds from National Emergency Grant NUMMI project in grant code 768 per submitted closeout documentation.

APPROVED FOR SUBGRANTOR (EDD) (By Signature) 	APPROVED FOR SUBGRANTEE (By Signature) Unilateral modification. Subgrantee Signature not required.
Name and Title MICHAEL EVASHENK CHIEF WORKFORCE SERVICES DIVISION	Name and Title

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:

  
 Signature of EDD Accounting Officer

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:

  
 Signature of EDD Contract Officer

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: STANISLAUS COUNTY

SUBGRANT NO: K282512  
MODIFICATION NO: 08

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
<b>TITLE I-A: WIA-ADULT</b>				
96152 WIA TITLE I ADULT FORMULA (201) : 07/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$176,203.00	\$0.00	\$0.00	\$176,203.00
98282 WIA TITLE I ADULT FORMULA (202) : 10/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$2,125,180.00	\$0.00	\$0.00	\$2,125,180.00
<b>TOTAL TITLE I-A</b>	<b>\$2,301,383.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,301,383.00</b>
<b>TITLE I-D: WIA-DISLOCATED WORKERS</b>				
96212 RAPID RESPONSE FOR RA&PGM (540) : 07/01/2011 to 06/30/2012 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$47,606.00	\$0.00	\$0.00	\$47,606.00
98422 RAPID RESPONSE FOR RA&PGM (541) : 10/01/2011 to 06/30/2012 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$142,818.00	\$0.00	\$0.00	\$142,818.00
98212 TITLE I DISLOCATED WORKER (500) : 04/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$746,803.00	\$0.00	\$0.00	\$746,803.00
96202 TITLE I DISLOCATED WORKER (501) : 07/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$482,065.00	\$0.00	\$0.00	\$482,065.00
98212 TITLE I DISLOCATED WORKER (502) : 10/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$1,287,253.00	\$0.00	\$0.00	\$1,287,253.00
98581 TITLE I NAT'L RES. EMERG. (768) NEG-NUMMI PROJECT : 07/01/2011 to 09/30/2012 Prog/Element 62/ 10 Ref 001 Fed Catlg 417277	\$169,000.00	\$0.00	\$58,223.03	\$110,776.97
<b>TOTAL TITLE I-D</b>	<b>\$2,875,545.00</b>	<b>\$0.00</b>	<b>\$58,223.03</b>	<b>\$2,817,321.97</b>
<b>TITLE I-Y: YOUTH</b>				
96102 WIA TITLE I YOUTH FORMULA (301) : 04/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$2,380,396.00	\$0.00	\$0.00	\$2,380,396.00
<b>TOTAL TITLE I-Y</b>	<b>\$2,380,396.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,380,396.00</b>
<b>GRAND TOTAL:</b>	<b>\$7,557,324.00</b>	<b>\$0.00</b>	<b>\$58,223.03</b>	<b>\$7,499,100.97</b>

EXHIBIT COVER SHEET

SUBGRANT NO: K282512  
MODIFICATION NO: 08

EXHIBIT GG  
Page 1 OF 1

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: NUMMI RE-EMPLOYMENT PROJ 768

TERM OF THESE FUNDS: 07/01/2011 TO: 09/30/2012

-----  
| Use of funds added by this modification is limited to this period and |  
| additionally limited by the recapture provisions applicable to this |  
| funding source. The state may at its discretion recapture funds obligated |  
under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this modification is to deobligate  
\$58,223.03 of unexpended funds from National Emergency  
Grant NUMMI project in grant code 768 per submitted  
closeout documentation.

-----  
| This exhibit adds to and does not replace the terms and conditions of any other exhibit |  
included in this agreement which terms and conditions remain in full force and effect.

KS  
WIA 2/6/13

WIA SUBGRANT AGREEMENT

STANISLAUS COUNTY

REGISTRATION NO: K282512  
MODIFICATION NO: 09  
SUBGRANTEE CODE: STN

SUBGRANTOR: State of California  
Employment Development Dept.  
Workforce Services Division  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY  
251 E. HACKETT ROAD C-2  
MODESTO, CA 95358

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart  
Title I-D (TITLE I RAPID RESPONSE)

Exhibit AA, pages 1 through 1  
Exhibit FF, pages 1 through 1

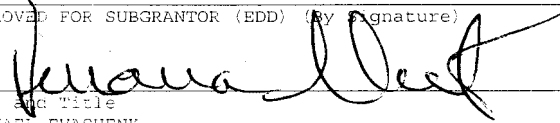
Project Narrative, Budget & Participant Plan 18 Pages

ALLOCATION(s):  
The subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":

PRIOR AMOUNT:	\$7,499,100.97
INCREASE/DECREASE:	\$2,300,000.00
TOTAL:	\$9,799,100.97

TERMS OF AGREEMENT:  
From 04/01/2011 to 03/31/2014  
Terms of Exhibits are as designated on each exhibit

PURPOSE: To add funds for the Central Valley Back 2 Work Project in grant code 523.

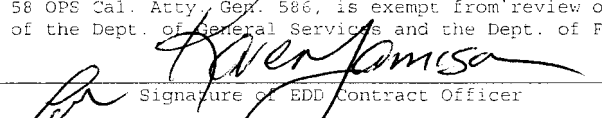
APPROVED FOR SUBGRANTOR (EDD) (By Signature)  
  
Name and Title  
MICHAEL EVASHENK  
CHIEF  
WORKFORCE SERVICES DIVISION

APPROVED FOR SUBGRANTEE (By Signature)  
Unilateral modification. Subgrantee Signature not required.  
Name and Title

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:

  
Signature of EDD Accounting Officer

  
Signature of EDD Contract Officer



WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: STANISLAUS COUNTY

SUBGRANT NO: K282511  
MODIFICATION NO: 09

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
<b>TITLE I-A: WIA-ADULT</b>				
98352 WIA TITLE I ADULT FORMULA (201) : 07/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$176,203.00	\$0.00	\$0.00	\$176,203.00
98362 WIA TITLE I ADULT FORMULA (202) : 10/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$2,125,180.00	\$0.00	\$0.00	\$2,125,180.00
<b>TOTAL TITLE I-A</b>	<b>\$2,301,383.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,301,383.00</b>
<b>TITLE I-D: WIA-DISLOCATED WORKERS</b>				
96312 RAPID RESPONSE FOR RA&PGM (540) : 07/01/2011 to 06/30/2012 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$47,606.00	\$0.00	\$0.00	\$47,606.00
98422 RAPID RESPONSE FOR RA&PGM (541) : 10/01/2011 to 06/30/2012 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$142,818.00	\$0.00	\$0.00	\$142,818.00
98212 TITLE I DISLOCATED WORKER (500) : 04/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$746,803.00	\$0.00	\$0.00	\$746,803.00
96202 TITLE I DISLOCATED WORKER (501) : 07/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$482,065.00	\$0.00	\$0.00	\$482,065.00
98312 TITLE I DISLOCATED WORKER (502) : 10/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$1,287,253.00	\$0.00	\$0.00	\$1,287,253.00
98422 TITLE I RAPID RESPONSE (523) : 01/01/2013 to 03/31/2014 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$0.00	\$2,300,000.00	\$0.00	\$2,300,000.00
98581 TITLE I NAT'L RES. EMERG. (768) NEG-NUMMI PROJECT : 07/01/2011 to 09/30/2012 Prog/Element 62/ 10 Ref 001 Fed Catlg 417278	\$110,776.97	\$0.00	\$0.00	\$110,776.97
<b>TOTAL TITLE I-D</b>	<b>\$2,817,321.97</b>	<b>\$2,300,000.00</b>	<b>\$0.00</b>	<b>\$5,117,321.97</b>
<b>TITLE I-Y: YOUTH</b>				
96102 WIA TITLE I YOUTH FORMULA (301) : 04/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$2,380,396.00	\$0.00	\$0.00	\$2,380,396.00
<b>TOTAL TITLE I-Y</b>	<b>\$2,380,396.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,380,396.00</b>
<b>GRAND TOTAL:</b>	<b>\$7,499,100.97</b>	<b>\$2,300,000.00</b>	<b>\$0.00</b>	<b>\$9,799,100.97</b>

EXHIBIT COVER SHEET

SUBGRANT NO: K282512  
MODIFICATION NO: 09

EXHIBIT FF  
Page 1 OF 1

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: WIA 25% RR ADDTL ASST 523

TERM OF THESE FUNDS: 01/01/2013 TO: 03/31/2014

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this modification is to provide support to the Central California Workforce Collaborative in the collective effort to address the needs of over 300,000 unemployed individuals in the Central California region. The WIBs in the region are hampered in their ability to provide services to all who may seek them because of a terrible trio of events: a disproportionate reduction in WIA formula funding for the region of the State that is struggling the most to recover from the recession; a continued onslaught of business closures and downsizings resulting in significant lay-off activity; and the upcoming surge of individuals being introduced to our one-stops through the REA process. With Stanislaus County as the grant recipient and lead for this project, the funding will be allocated proportionately through sub-contracts to 4 of the nine WIBs in the region based upon the latest population statistics. The remaining 5 WIBs (San Joaquin, Madera, Merced, Mother Lode and Tulare) will be able to request a re-allocation of the remaining unobligated grant funds when they no longer have additional assistance funds to meet the demand of their dislocated workers. Each WIB will use their allocation of funding to make the full array of WIA services available to the dislocated workers they serve at their local one-stop locations. Such services are to include, but are not limited to; assessment, case management, work-readiness training, job development, technical skills training, on-the-job training, customized training, paid internship, and support services. Individuals in need of training services will be assessed and targeted to the high-demand industry clusters previously identified by the 2007 CCWC grant, and modified through recent reports and the proposed analysis. Each individual to be served will be provided with an individual employment plan customized for their specific needs.

Subgrant K178697 (\$200,000) + Subgrant K282512  
(\$2,300,000) = \$2,500,000.00 Total Subgrant

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)



# **Workforce Investment Act Dislocated Worker Additional Assistance Project Application**

Funding Application Transmittal Page

Organization Applying: Stanislaus County Alliance Worknet

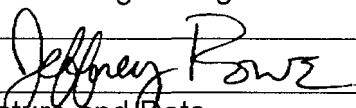
Submitted By: Jeffrey Rowe

Date Submitted: August 31, 2012

Contact Person: Jeffrey Rowe

Contact Phone Number: (209) 558-2150

**SIGNATURE PAGE**

<b>Applicant Name:</b> Stanislaus County Alliance Worknet		
<b>Participating LWIB(s):</b> Stanislaus; Fresno; Kern/Inyo/Mono and Kings		
<b>Project Title:</b> Central Valley Back 2 Work Project		
<b>Term:</b> January 02, 2013	<b>Through</b>	March 31, 2014
<b>Amount of Request:</b> \$ 2,500,000		
<b>Initial Application:</b> <input checked="" type="checkbox"/>	<b>Amendment Request:</b> <input type="checkbox"/>	<b>Amendment #:</b>
<b>Summary Purpose Statement including the worker population that will be served (use only available space):</b>		
<p>Stanislaus County Alliance Worknet (AW), on behalf of the Central California Workforce Collaborative (CCWC) is requesting \$2,500,000 to serve a minimum of 463 dislocated workers. The CCWC is comprised of the Workforce Investment Boards for the following counties: Stanislaus, Merced, Madera, Fresno, Kings, Tulare, San Joaquin, Kern/Inyo/Mono and the Mother Lode Consortium. This application is intended to provide supplemental support to the CCWC in the collective effort to address the needs of the over 300,000 unemployed individuals in the Central California region.</p> <p>With Stanislaus County as the grant recipient and lead for this project, the funding will be allocated proportionately through sub-contracts to 4 of the 9 WIBs in the region based upon the latest population statistics. Each WIB will use their allocation of funding to make the full array of WIA services available to the dislocated workers they serve at their local one-stop locations. Such services are to include, but are not limited to: assessment, case management, work-readiness training, job development, technical skills training, on-the-job training, customized training, paid internship, and support services. Individuals in need of training services will be assessed and targeted to the high-demand industry clusters previously identified by the CCWC, and modified through recent reports and studies. Using a business-demand driven approach, special attention will be paid to providing training for new businesses locating in the Valley and to occupations that existing business have identified as those where qualified applicants are hard to find. Existing training providers available through the ETPL will be utilized, as will contracts with public institutions of higher education.</p>		
<p>This project application/amendment request consists of the following documents marked with an "X":</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Narrative</li> <li><input checked="" type="checkbox"/> Participant Plan</li> <li><input checked="" type="checkbox"/> Budget Summary(ies)/Support Documents</li> </ul>		
<b>Authorized Representative Approval (Submit two original signature copies):</b>		
Jeffrey Rowe, Director		08/31/12
Typed Name and Title	Signature and Date	

**FOR STATE USE ONLY**

WSD Regional Advisor signature and date:	/ /
--	-----

**NARRATIVE**

<b>Applicant Name:</b> Stanislaus County Alliance Worknet		
<b>Participating LWIB(s)</b> Stanislaus; Fresno; Kern/Inyo/Mono and Kings		
<b>Project Title:</b> Central Valley Back 2 Work Project		
<b>Term:</b> January 02, 2013 <b>through</b> March 31, 2014		
<b>Amount of Request:</b> \$2,500,000		
<b>Initial Application:</b> <input checked="" type="checkbox"/>	<b>Amendment Request:</b> <input type="checkbox"/>	<b>Amendment #:</b>
<p><b>I. Statement of Need</b></p> <p><i>Describe the need for the project by addressing all of the following:</i></p> <ul style="list-style-type: none"> <li>• <i>Evidence of substantial layoff(s) or other qualifying event(s), including employers and industry clusters affected, and timeframe of layoffs; and</i></li> </ul> <p>The Central Valley Region continues to lag behind the rest of the State and the Nation in recovery from the great recession. In May 2012, the average unemployment rate for the Central Valley WIBs was 14.6% as compared to the unemployment rate for the State of California as a whole of 10.4%. A June 6, 2012 article in the Modesto Bee cited Jim Diffley, Economist at HIS Global Insight as stating;</p> <p>"...parts of California look much better than its 6.5 percentage point off peak employment. The Central Valley and areas east of Los Angeles continue to struggle because of excessive homebuilding and the real estate bust. But tourism and port activity have helped Los Angeles, and tech companies have buoyed the Bay Area."</p> <p>The Central California Workforce Collaborative (CCWC) WIBs are hampered in their ability to provide services to all who may seek them because of a terrible trio of events:</p> <ol style="list-style-type: none"> <li>1. Despite the stagnant, and in some cases increasing unemployment numbers for Central Valley communities, the region received reductions in 2012-2013 Workforce Investment Act funding that were disproportionately greater than reductions received by the rest of the state. This is documented by the fact that of the \$1,934,660 reduction in Dislocated Worker funding received by all WIBs in the State of California for 2012-13, the WIBs in the Central Valley absorbed \$1,138,047 of that reduction. The Central Valley was hit with 59% of the total Dislocated Worker reduction despite receiving only 15.29% of the total Dislocated Worker funds allocated to all WIBs in the State;</li> <li>2. The recently passed legislation requiring that Re-employment and Eligibility Assessments (REA) be conducted of individuals receiving unemployment insurance extensions will mean that thousands of dislocated workers will be converging on the local one-stops in the Central Valley. It is anticipated that this may be the first exposure to the one-stops for many of these individuals and that the demand for WIA services will increase correspondingly (see Attachment A for further REA impact details);</li> <li>3. The Central Valley continues to be racked with business closures, downsizing, and lay-offs. WARN and other notices of lay-off activities has resulted in over 11,992 workers losing their jobs in the year or projected to lose their jobs in the upcoming year. The CCWC is charged with assisting these workers in obtaining new employment.</li> </ol> <p>Dislocation events that have culminated in this application include layoffs from each CCWC region as follows:</p>		

WIA Dislocated Worker Additional Assistance Project Application

- Evidence of the number of affected workers who will seek services and the types of services needed:

WIB	Company	# of layoffs	Industry	Time Frame
<b>San Joaquin</b>	West Asset Mgt	140		08/01/11
	Heinz	141		11/19/11
	Delta Power Sports	6		12/16/11
	Hollingworth Log	15		12/20/11
	Johns Incredible Pizza	67		12/26/11
	West Assest Mgt.	56		12/26/11
	CentroMart	100		01/04/12
	Electronic Security System	20		03/15/12
	Kaiser Call Center	136		03/31/12
	OmniCare	95		04/25/12
	Lawrence Livermore Lab	50		05/01/12
	Best Buy	61		06/15/12
	State Fund Insurance	150		06/30/12
	First Student	80		07/01/12
	Hostess Brand	78		07/04/12
	San Joaquin Delta College	20		07/15/12
	Lawrence Livermore Lab	150		08/01/12
Fuel Total Systems	42		08/31/12	
	<b>San Joaquin Sub Total</b>	<b>1,412</b>		
<b>Stanislaus</b>	Buy Rite Thrift Store	75		12/20/11
	Valley Heart Associates	58		12/20/11
	Big Lots	20		01/01/12
	Squab Producers of California Inc.	18		01/13/12
	Raley's	71		
	Dawn Foods Products, Inc.	265		03/07/12
	Modesto City Schools	81		
	Artel Art Center	4		04/23/12
	Premiera Care	1		04/30/12
	Wonder/Hostess 9(Interstate Brands Corporation) Outlet	22		
	Mi Pueblo Food Center	85		07/09/12
	Fashion Bug	10		
	Patterson Vegetable Company, LLC	489		06/24/12
	RC David	1		06/30/12
	CVS Pharmacy (Longs Distribution Center)	103		08/14/12
	La Michiocana	7		05/21/12
	Valley Meat Company	60		08/10/12
MV Transportation	115		09/28/12	
	<b>Stanislaus Sub Total</b>	<b>1,485</b>		

**WIA Dislocated Worker Additional Assistance Project Application**

<b>Merced</b>	Werner Ladder Company	165	08/2011
	La Nita's Restaurant	25	08/2011
	Lowe's Home Improvement	100	12/2011
	Livingston Medical Group	27	03/2012
	Merced Union High School District	19	04/2012
	Merced City School District	44	05/2012
	Delhi School District	27	06/2012
	Save Mart Supermarkets	100	06/2012
	Hostess foods	13	07/2012
	<b>Merced Sub Total</b>	<b>520</b>	
<b>Madera</b>	Z Foods	404	10/31/11
	I-5 Social Services Corp	21	05/31/12
	Madera County Office of Education	104	06/30/12
	<b>Madera Sub Total</b>	<b>529</b>	
<b>Fresno</b>	Claremont Custody Center	96	07/30/11
	State Farm Insurance	22	07/31/11
	Zurn Wilkins	12	09/28/11
	Foster Farms	75	10/15/11
	Sierra Kings Healthcare District	320	10/31/11
	Smile Care Dental	19	11/01/12
	SC Johnson	76	12/02/11
	State Fund	29	01/29/12
	Sequoia Springs Bottling Company	12	02/21/12
	Jacob Engineering	117	02/29/12
	Blockbuster	20	02/26/12
	Certified Ad Services	86	04/30/12
	I-5 Social Services	134	05/31/12
	Secure Customer Relations	98	06/18/12
	Jet Plastica	113	06/30/12
	Fresno Co. Superior Court	7	07/20/12
	Hostess Brands	34	08/04/12
	Traffic Control and Safety Corporation	485	08/14/12
	Skywest Airlines	51	08/31/12
	D&W Fine Pack	16	08/24/12
	Del Monte	1,091	
	<b>Fresno Sub Total</b>	<b>2,913</b>	

**WIA Dislocated Worker Additional Assistance Project Application**

<b>Tulare</b>	Pregis	13	01/06/12
	Proteus	20	01/13/12
	Mercado Sol Del Valle	12	01/20/12
	Sun Pacific Farming Co Inc.	211	03/12/12
	Boleros Restaurant	5	02/12/12
	Sequoia Springs Bottle Water	12	02/24/12
	Orange Blossom Junction	25	04/21/12
	Alvin Sousa Dairy	190	05/02/12
	Oak Pit Restaurant	15	05/05/12
	L'eggs Hanes Bali Playtex	6	05/12/12
	Kasper Store	6	05/31/12
	Visalia Unified School District	7	05/31/12
	La Piazza	12	06/07/12
	Cutler-Orosi School District	15	06/30/12
	Hostess Brands	21	06/30/12
	City of Visalia	6	06/30/12
	Del Monte Foods	117	09/30/12
	Casa Grade Restaurant	18	06/24/12
	Tulare County Office of Ed	40	06/30/12
	ACWCS Medical	6	07/31/12
	Superior Court Tulare County	26	08/31/12
	<b>Tulare Sub Total</b>	<b>783</b>	
<b>Kern/Inyo/ Mono</b>	GEO Group-Central Valley Correctional Facility	116	10/11/11
	Lortz Manufacturing Co.	46	10/11/11
	Smilecare Family dentistry	5	10/19/11
	State Compensation Fund	90	10/25/11
	Green Frog Market	20	11/05/11
	Taft Community Correctional Facility	45	11/14/11
	JM's Just for Children	9	12/09/11
	Fishlips	10	12/11/11
	H. Lima Company	4	12/16/11
	State Compensation Fund	40	12/31/11
	Community Action Partnership Fund of Kern	31	12/31/11
	Fleet Card Fuels	112	01/05/12
	Cal-Valley Equipment	22	01/05/12
	Albertsons-Fuel Center Tehachapi	6	01/19/12
	Albertsons-Fuel Center Ridgecrest	6	01/09/12
	Pacific Gas & Electric	1	01/13/12
	Turning Point CPMP/Mother Infant Program	30	01/15/12
	Boeing-Edwards Airforce Base	32	01/27/12
	Bernard & Sons	15	01/27/12
	State Compensation Insurance Fund	50	02/01/12



WIA Dislocated Worker Additional Assistance Project Application

<b>Kern/Inyo/ Mono</b>	CA Dept. of Corrections & Rehabilitation	50	02/26/12
	WASCO State Prison	50	02/27/12
	North Kern State Prison	100	02/27/12
	Kern Valley State Prison	50	02/27/12
	North Kern State Prison	50	02/29/12
	Jacobs Field Svc Lost Hills	60	02/29/12
	Jacobs Field Svc (Lerdo) Buttonwillow	19	02/29/12
	Jacobs Field Svc (Cymric) McKittrick	223	02/29/12
	Jacobs Field Svc (Bakersfield)	55	02/29/12
	Jacobs Engineering Bakersfield	8	02/29/12
	Sunpacific	2108	03/12/12
	Boeing-Edwards Airforce Base-Palmdale	2	03/23/12
	Ashley's Furniture Homestore	6	03/24/12
	Atlas Hotels-Carriage Inn	62	04/09/12
	JT3 LLC-Edwards Airforce Base	207	04/11/12
	Pioneer Mercantile	5	05/22/12
	FAAST Pharmacy	18	05/22/12
	Young's Marketplace	35	05/25/12
	KC Public Health Services	40	05/31/12
	Unisys-Edwards Airforce Base	14	06/01/12
	Skywest-Meadows Field	35	06/13/12
	<b>Kern/Inyo/Mono Sub Total</b>	<b>3,887</b>	
<b>Kings</b>	Avenal State Prison	15	
	Corcoran State Prison	15	
	Corcoran Substance Abuse Treatment Facility	15	
	<b>Kings Sub Total</b>	<b>45</b>	
<b>Mother Lode</b>	Salvation Army	5	11/01/11
	Tuolumne County Long Term Care	40	12/01/11
	Andy's Hardware	57	12/31/11
	The Blue Frog	5	01/03/12
	Growler Craft Brewery	11	01/08/12
	Just Delicious Café	10	01/18/12
	Lit'l Bear Bakery	4	01/31/12
	Sonora Furniture	4	02/01/12
	Pizza Factory	35	05/15/12
	St. George Hotel	11	03/28/12
	Amador County Unified SD	29	06/30/12
	Amador County	35	06/30/12
	Emco High Voltage	6	03/09/12
	Gabriellas	8	03/01/12
	Fuel Depot	5	03/01/12
	Calaveras Unified School Dist	8	03/15/12
	Fabulous 50's Dog House	4	04/02/12

**WIA Dislocated Worker Additional Assistance Project Application**

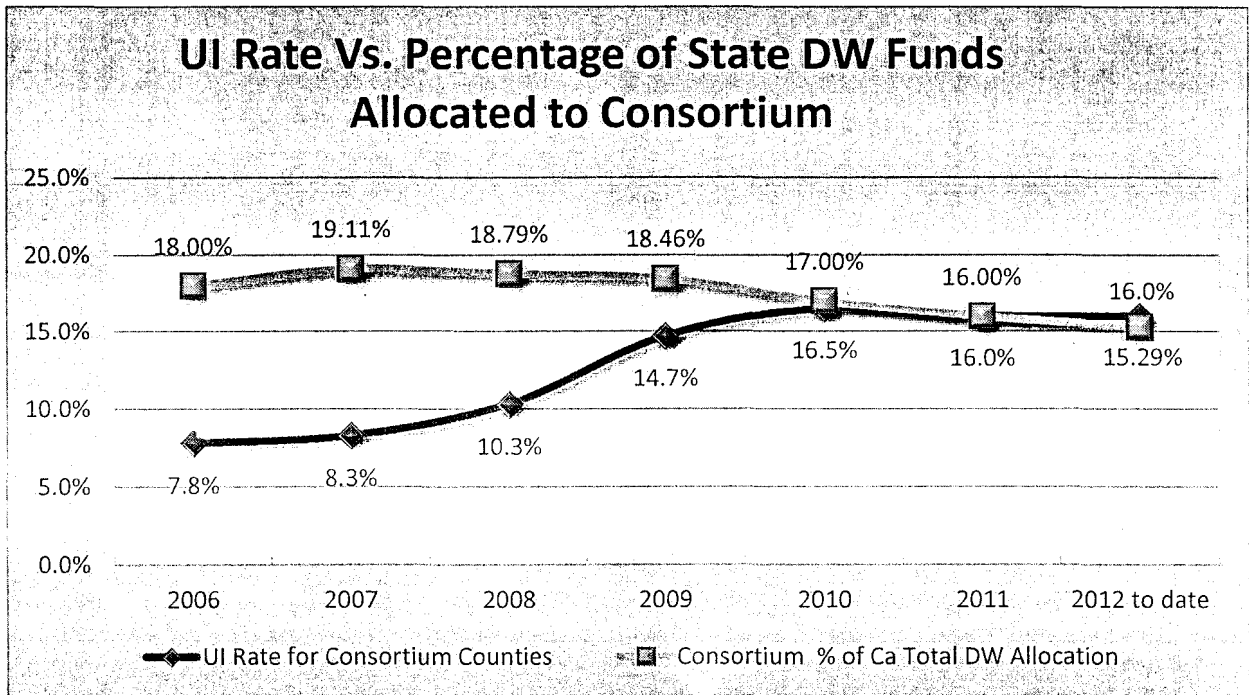
<b>Mother Lode</b>	Creative Cuts	4	04/17/12
	House of Flowers	3	04/20/12
	Calaveras Dry Cleaning	4	04/24/12
	ACUSD	20	03/27/12
	Kawk-Eyed Café	5	05/05/12
	Gold Country Coffee Roasting	3	06/03/12
	Amador County	26	06/07/12
	ACUSD	9	06/07/12
	Anchor Pringint	3	06/11/12
	Bear Valley Ski Resort	24	06/22/12
	Sonora Regional Medical Center	40	07/19/12
	<b>Mother Lode Sub Total</b>	<b>418</b>	
<b>CCWC GRAND TOTAL</b>		<b>11,992</b>	

These dislocated workers will need core, intensive and training services to overcome the hardships of the Central Valley labor markets. Many will require basic skills remediation, re-training and/or On the Job Training to return to gainful employment.

(Please see Enclosed CD with WARN notices and newspaper articles regarding business closures and layoffs.)

- *Demonstration that existing local resources (WIA or other) are not adequate to address the needs of the affected workers seeking services. (Complete and refer to the table in section III, Resource Utilization, below.)*

Some of the CCWC partners do anticipate carrying over some DW formula funds into the 2012-2013 program year. However, these carryover funds will not cover the funding shortfall that will result from the reduction in formula funding as compared to 2011-2012. This request for Additional Assistance funds will be used to provide services to the thousands of additional DW's flooding the CCWC's partners' One-Stops. San Joaquin WIB, Madera WIB, Merced WIB, Mother Lode and Tulare WIB currently have additional assistance grants that will provide them with enough funds to cover their dislocated worker demands through the end date of their additional assistance grants. For this reason, San Joaquin WIB, Madera WIB, Merced WIB, Mother Lode and Tulare WIB will not be receiving an allocation amount from this grant. In the event that additional lay off activity occurs in the San Joaquin, Madera, Merced, Mother Lode and/or Tulare counties that exceeds the funding capacity of any one of these WIBs or should additional assistance demand continue after the existing grants end, the CCWC may request a re-allocation of the grant funds to assist the WIB in providing services to the additional dislocated workers. Fresno, Kings, KIM, and Stanislaus WIBs will not have any additional assistance money as of the grant start date of 01/02/2013.



## II. Project Description

*Describe the proposed actions to address the need described above:*

If awarded this grant, the money is intended to provide supplemental support to the Central California Workforce Collaborative in the collective effort to address the needs of over 300,000 unemployed individuals in the Central California region. As previously documented, the WIBs in the region are hampered in their ability to provide services to all who may seek them because of a terrible trio of events: a disproportionate reduction in WIA formula funding for the region of the State that is struggling the most to recover from the recession; a continued onslaught of business closures and downsizings resulting in significant lay-off activity; and the upcoming surge of individuals being introduced to our one-stops through the REA process.

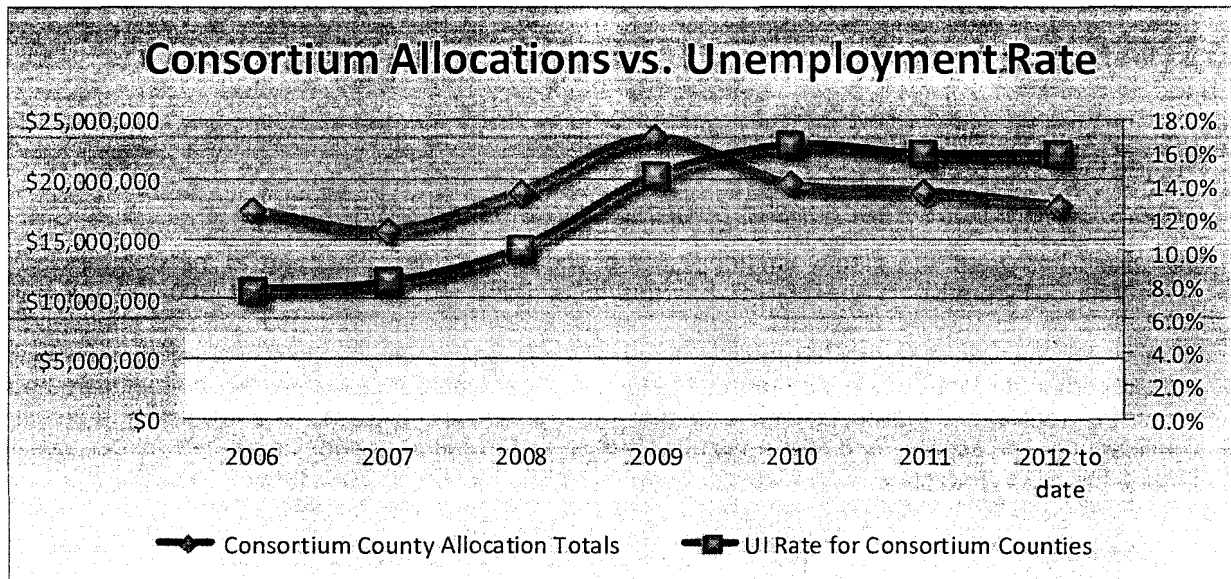
With Stanislaus County as the grant recipient and lead for this project, the funding will be allocated proportionately through sub-contracts to 4 of the nine WIBs in the region based upon the latest population statistics. The remaining 5 WIBs (San Joaquin, Madera, Merced, Mother Lode and Tulare) will be able to request a re-allocation of the remaining unobligated grant funds when they no longer have additional assistance funds to meet the demand of their dislocated workers. Each WIB will use their allocation of funding to make the full array of WIA services available to the dislocated workers they serve at their local one-stop locations. Such services are to include, but are not limited to; assessment, case management, work-readiness training, job development, technical skills training, on-the-job training, customized training, paid internship, and support services. Individuals in need of training services will be assessed and targeted to the high-demand industry clusters previously identified by the 2007 CCWC grant, and modified through recent reports and the proposed analysis. Each individual to be served will be provided with an individual employment plan customized for their specific needs. Using a business-demand driven approach, special attention will be paid to providing training for new businesses locating in the Valley and to occupations that existing businesses have identified as those where qualified applicants are hard to find. Existing training providers available through the ETPL will be utilized, but contracts with public institutions of higher education will also be an option.

*Describe any special or unique aspects of this proposed Additional Assistance project:*

The San Joaquin Valley Partnership (SJVP) is completing a report that will serve as a review and refreshment of the Targeted Industry Clusters for the Central Valley that were identified in 2009. The CCWC requested that a portion of the grant funds be made available to build upon the foundation established with this completed report. The CCWC requests that a portion of the grant funds be used to conduct a further analysis of each Industry Cluster identified in the soon to be released SJVP report by drilling down further into each Cluster to identify the specific occupations that are projected for growth. This analysis will be conducted early in the grant period using the Economic Modeling Specialists, Inc. (EMSI) program and will be used by the CCWC partners in determining which occupations to target training funds to. The Stanislaus County Alliance Worknet has included in the grant budget a .25 FTE staff services analyst to assist in the EMSI labor market analysis. The staff costs associated with conducting the analysis are included in the .75 FTE staff salaries (see grant budget).

*Describe any special or unique characteristics of the area or population to be served by the proposed Additional Assistance project that are relevant to the funding decision:*

The CCWC local workforce investment areas (LWIAs) had unemployment insurance rates spike higher than the State during the recession and its recovery has lagged behind the rest of the state; however, the CCWC WIB's received a disproportionate reduction in their DW formula funds than the rest of the State's WIBs.



**III. Resource Utilization**

*Describe how other resources are being used to address the affected workers' needs (integration/leverage/match):*

The CCWC partner sub-contracts will be written to have each partner's minimum number of customers served to be based upon a \$5,400 cost per participant. Costs incurred above \$5,400 will be covered by co-enrollment in the WIBs choice of other funding sources available to them. Where and when possible, referrals to other agencies for specific issues, and non-WIA in-kind resources will be used. Co-enrollment is a successful strategy that has been utilized by many of the CCWC WIBs to maximize services offered to dislocated workers through formula funds or other grant fund sources.

Will the costs per participant charged in this grant be higher than \$5,500?

Yes  No

*If yes, provide evidence that the costs are comparable to the regional average for formula-allocated dislocated worker funds.*

**WIA Dislocated Worker Additional Assistance Project Application**

*Is Trade Adjustment Assistance (TAA) available?*

**Yes  describe how Additional Assistance is linked with TAA to ensure it does not supplant TAA.**

**No,  but if TAA becomes available the applicant certifies it will ensure Additional Assistance funds are not used to supplant TAA resources.**

During Rapid Response activities, which are coordinated with the Employment Development Department (EDD) when a company applies for TAA petition (under NAFTA – North America Free Trade Agreement) both agencies are notified of the petition. Once the petition is approved, the two agencies coordinate to ensure that all the displaced employees are notified of their eligibility for both the WIA and the TAA services. TAA is a dual enrollment program, with the expectation that the local WIA One-Stop Provider will co-enroll the customers.

When large numbers of customers are scheduled to meet with EDD to explain the services and conduct the general application process, the LWIA participates with the orientation and encourages the customers to apply for both services. Orientation paperwork is completed and forwarded to eligibility staff for our normal processing.

If the individual chooses to pursue training, coordination occurs to utilize the TAA funding as the primary training funding. If supplemental WIA funding is necessary for the selected training, these cases are staffed with Management for approval so that the training contracts can be finalized in both agencies. Since the TAA training cap is \$10,000, most of the training requests are fully covered by the TAA funding, most of the WIA assistance during training is through supportive services needed to help while in training. We also provide job search assistance once the training is completed.

The following CCWC partners have the following dislocation events eligible for TAA:

Fresno: SC Johnson

*Complete the following table:*

	Average Quarterly Expenditures for Prior Four Quarters	Amount that will be Unexpended at Proposed Project Start (01/02/13)
WIA Adult Formula Funds	860,005	6,633,425
WIA Dislocated Worker Formula Funds	692,813	6,800,447
WIA Dislocated Worker Additional Assistance Funds	70,094	0
WIA National Emergency Grant Funds	169,107	88,101
<b>Total</b>	1,792,019	13,521,973

**IV. Local/Regional Collaboration**

*Provide evidence of public and private partnerships that will be used to leverage services and minimize duplication. Provide information about any partnering entities. (If non-LWIB applicant, include a letter evidencing LWIB support.):*

When possible each CCWC WIB will take advantage of training programs provided through community colleges and other training providers that offer grants to assist with tuition costs.

*Describe the involvement of employers in the development and operation of this project. Explain if not applicable.*

Employers will provide OJTs and paid internships for the CCWC WIBs.

*Describe the involvement, if any, of organized labor in the development and operation of this project. Explain if not applicable.*

Many of the CCWC WIBs have established relationships with their local organized labor; however, with the poor economic conditions many of the labor unions current members are not working and on their waiting list for work. In most situations this makes it impractical to train for union jobs.

*The applicant will enter into a cost reimbursable agreement with a partner(s) for contractual services to be provided pursuant to the operation of this project.*

**Yes, specify below:**  **No**

<b>Contractual Services*</b>		
<b>Contractual Services Description—Type of Service (including training services)</b>	<b>Cost</b>	<b>Service Provider (if known)</b>
WIA Dislocated Worker Services	\$489,407	Stanislaus County WIB
WIA Dislocated Worker Services	\$145,534	Kings County Job Training Office
WIA Dislocated Worker Services	\$885,151	Fresno County WIB
WIA Dislocated Worker Services	\$829,908	Kern/Inyo/Mono WIB
<b>Total (must equal Services entry in Budget)</b>	<b>\$ 2,350,000</b>	

\*All contractual services must be competitively procured in accordance with federal and state procurement regulations and policies. See WIA Directive WIAD00-2.

*The EDD Field Division Chief concurs with this application.* **Yes**  **No**

**V. Governor's Priorities**

*Explain how the project will provide services that focus on one or more of the Governor's priorities (discussed in detail in Directive WIAD05-18):*

- *Growth industries – high-wage, high-skill job training,*
- *Removing barriers for special needs populations, and/or*
- *Industries with statewide need.*

This project will focus on growth industries. The project will build upon the soon to be released San Joaquin Valley Partnership's (SJVP) updated report on the Targeted Industry Clusters for the Central Valley. This grant project will also conduct further analysis of each industry cluster identified in the SJVP report by using the Economic Modeling Specialist, Inc. (EMSI) program to identify the specific clusters that are projected for growth. These identified clusters will be used to determine which occupations to target training funds to.

**VI. Performance**

*Document past performance that indicates the ability to achieve project objectives:*

On April 1, 2007 Stanislaus County Alliance Worknet (as the administrative entity) was awarded the first Central California Workforce Collaborative grant. This was a one million dollar grant with 8 objectives and included all of the current applicant partners minus Mother Lode consortium. The grant was fully expended and 7 out of the 8 objectives were accomplished (please see Attachment B for the final report sent to Roger Schmitt dated June 19, 2009.) This was a very successful grant that brought together the CCWC partners in this manner for the first time.

Stanislaus County Alliance Worknet is currently the administrative entity for a State Energy Sector Partnership (SESP) grant that has all the same collaboration partners minus Mother Lode Consortium. This is a \$901,000 grant that ends on January 28, 2013 and is currently on track to meet all of its objectives also.

The experience Stanislaus County Alliance Worknet has gained from managing the first CCWC grant and the SESP grant will make the management of this additional assistance grant run very smoothly if awarded.

*Describe how performance goals will compare to statewide goals (refer to chart at bottom of Participant Plan):*

Performance goals will match or exceed statewide performance goals.

**VII. Allowable Use of Funds**

*The applicant certifies that funds will be used for client services and training costs only, and will not be used to acquire capital assets:*

Yes  No

**VIII. Compliance with Five-Year Plan**

*The applicant certifies that the operation of this project, if funded, will comply with the local WIA Five-Year Plan:*

Yes  No

**IX. Core, Intensive and Supportive Services**

*Describe the sources and approximate amounts of other resources to be committed to this project for core, intensive and supportive services, including contractual obligations or voluntary arrangements by employers or unions to provide such services to terminated employees.*

*Describe the Core, Intensive and Supportive services which will be provided:*

The CCWC partners will use the additional assistance money to supplement their dwindling dislocated worker funds to provide varying combinations of the following workforce investment act services based upon each participant's needs:

Core Services:

- Orientation and information regarding services available
- Initial assessment of needs
- Skill and ability assessment
- Labor market information and statistics
- Assistance in establishing eligibility for other federal, state or local programs
- Follow up services to help individuals obtain or maintain employment

Intensive Services:

- Case management services
- Diagnostic testing and evaluation
- Career counseling
- Basic skills training such as GED, language, math or computer skills
- Relocation assistance
- Work Experience
- Internship assignment



**Training Services:**

- On the job training
- Vocational training
- Entrepreneurial training
- Skill upgrading and retraining

**Supportive Services:**

- Mileage reimbursement
- Interview Clothing
- Clothing necessary for completion of training
- Any other supportive services that are WIA allowable and deemed reasonable/necessary.

**X. Training Services**

*Demand occupations for which retraining is expected:*

The first San Joaquin Valley CCWC grant project completed in 2009 conducted employment studies across five industries: Manufacturing; Supply Chain Management & Logistics; Renewable Energy; Agri-Business and Healthcare. The San Joaquin Valley CCWC local workforce investment areas plan to continue to focus their retraining efforts in these identified industry areas and any other emerging high demand/high growth occupations identified in the soon to be released SJVP report. This grant will help fund the further research and identification of high demand/high growth occupations in the San Joaquin Valley through the use of the Economic Modeling Specialists, Inc (EMSI) program. Once the CCWC has the results of this analysis they will begin to target retraining opportunities in those identified occupations for our dislocated workers.

*The applicant certifies that the number of currently unemployed workers available for employment in the above occupations is insufficient to meet the labor market need*

**Yes**

**No**



*Describe the sources and approximate amounts of other resources to be committed to this project for training services, including contractual obligations or voluntary arrangements by employers or unions to provide such services to terminated employees.*

Many of the CCWC partners will be using their dislocated worker formula funds to provide training to the customers enrolled in this additional assistance grant.

See Contractual Services Chart in Section 4 above.

*Describe the Training Services which will be provided:*

The San Joaquin Valley CCWC partners will provide training services for those occupations identified in the 2009 employment study, the soon to be released SJVP Targeted Industry Cluster report and the EMSI project analysis for their local workforce investment areas that continue to show high growth and high demand.

## PARTICIPANT PLAN

<b>Applicant Name:</b> Stanislaus County Alliance Worknet						
<b>Participating LWIBs:</b> Stanislaus; Fresno; Kern/Inyo/Mono and Kings						
<b>Project Title:</b> Central Valley Back 2 Work Project						
<b>Term:</b> January 02, 2013 <b>through</b> March 31, 2014						
<b>Initial Application:</b> <input checked="" type="checkbox"/> <b>Amendment Request:</b> <input type="checkbox"/> <b>Amendment #:</b>						
<b>I. Quarterly Participation (Cumulative)</b>						
A. Quarter End Date (MM/YY)	1/13	3/13	6/13	9/13	12/13	3/14
B. Participants Carried In	0	15	69	148	282	425
C. New Participants	15	54	79	134	143	38
D. Total Participants (B+C)	15	69	148	282	425	463
E. Participants Co-Enrolled in other WIA Programs	15	69	148	282	425	463
F. Participants Exited	0	0	31	93	140	463
<b>ii. Program Services (Total Participants, Regardless of Funding Source, to Receive Each of the Following During the Term of the Project)</b>						
A. Core Self Services				463		
B. Core Registered Services (enrollments)				463		
C. Intensive Services				463		
D. Training Services				301		
<b>III. Performance Goals</b>				<b>PY11/12 State Goals*</b>	<b>Project Goals**</b>	
A. Entered Employment Rate				65%	72%	
B. Employment Retention Rate				83%	80%	
C. Average Earnings Rate				\$ 15,900	\$ 12,000	
D. Employment and Credential Attainment Rate				N/A	N/A	

\* For current State performance goals, see the most recent Information Bulletin on the topic at [www.edd.ca.gov/wiarep/wiainbu.htm](http://www.edd.ca.gov/wiarep/wiainbu.htm).

\*\*Accomplishment of projected goals will assure attainment of all standards established for the CCWC partners.

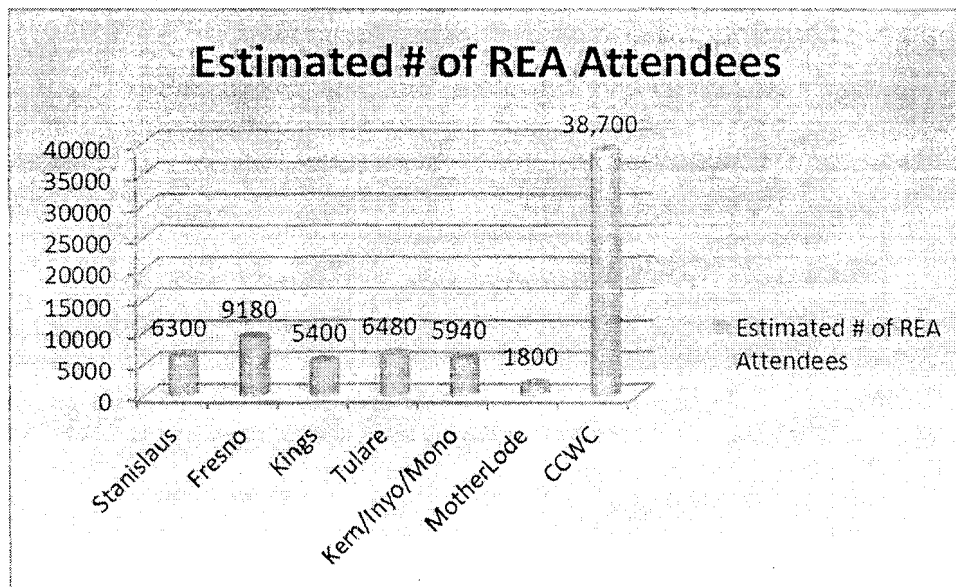
### BUDGET SUMMARY PLAN

<b>Applicant Name:</b> Stanislaus County Alliance Worknet						
<b>Participating LWIB(s):</b> Stanislaus; Fresno; Kern/Inyo/Mono and Kings						
<b>Project Title:</b> Central Valley Back 2 Work Project						
<b>Term:</b> January 02, 2013 through March 31, 2014						
<b>Initial Application:</b> <input checked="" type="checkbox"/> <b>Amendment Request:</b> <input type="checkbox"/> <b>Amendment #:</b>						
<b>I. Budget Detail</b>	<b>Planned Expenditures This Grant</b>	<b>Planned Expenditures Other Sources</b>				
A. Staff Salaries	45,920					
B. Number of full-time equivalents: .75						
C. Staff Benefits	23,782					
D. Staff Benefit Rate (percent) 51.79%						
E. Staff Travel	2,000					
F. Operating Expenses (communications, facilities, utilities, maintenance, consumable supplies, etc.)	28,298					
G. Equipment (not permitted)						
H. Contractual Services (must equal Contractual Services total entry on page 11)	2,350,000					
I. Indirect Costs	50,000					
J. Indirect Cost Rate (percent)						
Name of Cognizant Agency: N/A						
K. Other (describe on attached sheet):						
L. Total	2,500,000					
<b>II. Quarterly Expenditures (cumulative):</b>						
A. Quarter End Date (MM/YY)	1/13	3/13	6/13	9/13	12/13	3/14
B. Expenditures	0	272,500	829,375	1,386,250	1,943,125	2,500,000

## Attachment A

Based upon the number of REA workshops held per week, multiplied by the average number of attendees per workshop and multiplied by the 30 weeks (June 1, 2012 thru December 31, 2012) that the REA workshops will be taking place, the grant partners are expecting 38,700 additional customers to access their One Stop Resource Centers. In addition to these REA customers accessing One Stop services, many of these customers will receive enrolled services with their respective LWIA impacting each partners shrinking WIA formula funds further.

The chart below indicates the estimated number of REA customers each LWIA expects to see and the entire number of REA attendees that all of the partners expect to see:





BOARD OF SUPERVISORS



Edmund G. Brown Jr.  
Governor

2014 MAR 10 A 11:17

March 6, 2014

Mr. Jeffrey Rowe – Director  
Stanislaus County Alliance Network  
251 E. Hackett Road, C-2  
Modesto, CA 95358

Mr. Rowe:

WORKFORCE INVESTMENT ACT (WIA) SUBGRANT AGREEMENT K282512

Enclosed is a copy of modification number 10 of your Workforce Investment Act (WIA) Subgrant Agreement. This modification extends the term end date for grant code 523 to June 30, 2014.

If you have any questions, please contact your Regional Advisor.

/s/ Viviana Neet  
Manager  
Financial Management Unit

Enclosure

cc: Mr. Vito Chiesa, Chairman  
Roni Armstrong, MIC 50  
Julie Martin, MIC 69



WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: STANISLAUS COUNTY

SUBGRANT NO: K282512  
MODIFICATION NO: 10

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
<b>TITLE I-A: WIA-ADULT</b>				
96152 WIA TITLE I ADULT FORMULA (201) : 07/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$176,203.00	\$0.00	\$0.00	\$176,203.00
98282 WIA TITLE I ADULT FORMULA (202) : 10/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$2,125,180.00	\$0.00	\$0.00	\$2,125,180.00
TOTAL TITLE I-A	\$2,301,383.00	\$0.00	\$0.00	\$2,301,383.00
<b>TITLE I-D: WIA-DISLOCATED WORKERS</b>				
96212 RAPID RESPONSE FOR RA&PGM (540) : 07/01/2011 to 06/30/2012 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$47,606.00	\$0.00	\$0.00	\$47,606.00
98422 RAPID RESPONSE FOR RA&PGM (541) : 10/01/2011 to 06/30/2012 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$142,818.00	\$0.00	\$0.00	\$142,818.00
98212 TITLE I DISLOCATED WORKER (500) : 04/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$746,803.00	\$0.00	\$0.00	\$746,803.00
96202 TITLE I DISLOCATED WORKER (501) : 07/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$482,065.00	\$0.00	\$0.00	\$482,065.00
98212 TITLE I DISLOCATED WORKER (502) : 10/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$1,287,253.00	\$0.00	\$0.00	\$1,287,253.00
98422 TITLE I RAPID RESPONSE (523) : 01/01/2013 to 06/30/2014 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$2,300,000.00	\$0.00	\$0.00	\$2,300,000.00
98581 TITLE I NAT'L RES. EMERG. (768) NEG-NUMMI PROJECT : 07/01/2011 to 09/30/2012 Prog/Element 62/ 10 Ref 001 Fed Catlg 417278	\$110,776.97	\$0.00	\$0.00	\$110,776.97
TOTAL TITLE I-D	\$5,117,321.97	\$0.00	\$0.00	\$5,117,321.97
<b>TITLE I-Y: YOUTH</b>				
96102 WIA TITLE I YOUTH FORMULA (301) : 04/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$2,380,396.00	\$0.00	\$0.00	\$2,380,396.00
TOTAL TITLE I-Y	\$2,380,396.00	\$0.00	\$0.00	\$2,380,396.00
<b>GRAND TOTAL:</b>	<b>\$9,799,100.97</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,799,100.97</b>

All references are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modifications purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.

EXHIBIT COVER SHEET

SUBGRANT NO: K282512  
MODIFICATION NO: 10

EXHIBIT FF  
Page 1 OF 1

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: WIA 25% RR ADDTL ASST 523

TERM OF THESE FUNDS: 01/01/2013 TO: 06/30/2014

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this modification is to extend the term end date for the second increment of funds (\$2,300,000) for the Central Valley Back 2 Work project to June 30, 2014. Per agreement with Subgrantee, Stanislaus County will do an accelerated closeout in 30 Days instead of 60 days normally granted.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)