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

DEPT: Alliance Worknet

BOARD AGENDA #: *B-1

SUBJECT:

AGENDA DATE: June 7, 2016

Approval to Receive and Expend Program Year 2016-2017 Workforce Innovation and Opportunity Act Funds and Contracted StanWORKs Funds; Finalize a Memorandum of Understanding with Mandatory America's Job Center of California Partners; Appoint New Members to the Stanislaus County Workforce Development Board; and Amend the Stanislaus County Workforce Development Board Bylaws

BOARD ACTION AS FOLLOWS:

No. 2016-273

On motion of Supervisor Chiesa and approved by the following vote,	, Seconded by Supervisor _Withrow
Ayes: Supervisors: O'Brien, Chiesa, Withrow	N. DeMartini, and Chairman Monteith
Noes: Supervisors: None	
Abstaining: Supervisor: None	
1) X Approved as recommended	
2) Denied	
3) Approved as amended	
4) Other:	
MOTION:	

ELIZABETHA. KING, Clerk of the Board of Supervisors

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

DEPT: Alliance Workn	et		BOARD AGENDA #:	*B-1
Urgent O	Routine O	VS	AGENDA DATE: Jur	าе 7, 2016
CEO CONCURRENCE:	A	FO	4/5 Vote Required: Y	es O No ⊙

SUBJECT:

Approval to Receive and Expend Program Year 2016-2017 Workforce Innovation and Opportunity Act Funds and Contracted StanWORKs Funds; Finalize a Memorandum of Understanding with Mandatory America's Job Center of California Partners; Appoint New Members to the Stanislaus County Workforce Development Board; and Amend the Stanislaus County Workforce Development Board Bylaws

STAFF RECOMMENDATIONS:

- 1. Authorize the Director of Alliance Worknet, or designee, to receive and expend Program Year 2016-2017 Workforce Innovation and Opportunity Act funds in accordance with the approved Stanislaus County Strategic Five-Year Local Plan.
- 2. Authorize the Director of the Alliance Worknet, or designee, to sign all Workforce Innovation and Opportunity Act-related sub-grant agreements, and any modifications or adjustments as required by the State of California.
- 3. Authorize the Director of the Alliance Worknet, or designee, to receive and expend Program Year 2016-2017 contracted StanWORKs funds as authorized by the Director of the Community Services Agency.
- 4. Authorize the Director of the Alliance Worknet, or designee, to enter into and sign agreements and contracts to expend Program Year 2016-2017 Workforce Innovation and Opportunity Act funds and contracted StanWORKs funds.
- 5. Authorize the Chairman of the Board of Supervisors, as the Chief Local Elected Official, and the Stanislaus Workforce Development Board Interim Chair to sign Memorandum of Understanding agreements with Workforce Innovation and Opportunity Act mandated America's Job Center of California partners.
- 6. Nominate and appoint members to the Stanislaus Workforce Development Board and designate an Interim Board Chair as recommended in Attachment 5.
- 7. Authorize the Chairman of the Board of Supervisors, as our Chief Local Elected Official, and the Stanislaus County Workforce Development Board Interim Chair to sign the Application Signature Page of Alliance Worknet's application to the California Workforce Development Board requesting recertification of the Stanislaus County Workforce Development Board.
- 8. Approve the amended Stanislaus Workforce Development Board Bylaws to change the maximum number of members from 25 to 28, add attendance requirement (member cannot

miss three or more meetings), and allow the Board of Supervisors to appoint an Interim Chair until Workforce Development Board Officer elections are conducted.

DISCUSSION:

Workforce Innovation and Opportunity Act Formula Funds:

The Stanislaus County Board of Supervisors has annually authorized the receipt of Workforce Innovation and Opportunity Act (WIOA) funds, previously Workforce Investment Act (WIA) funds, dedicated to developing a skilled workforce that strengthened businesses and contributed to the economic success of the community by providing employment and training services to local job seekers and business resources to employers. WIOA is designed to help job seekers access employment, education, training, and support services necessary for them to succeed in the labor market and to assist employers in having the skilled workers necessary for global competition.

Currently under WIOA, Stanislaus County is designated as the Local Workforce Development Area and the Stanislaus Economic Development and Workforce Alliance Board of Directors is certified as the Workforce Investment Board. With the enactment of WIOA in June of 2014, the County requested and was granted initial board certification in June of 2015. On April 5, 2016, the Board of Supervisors approved the dissolution of the current Workforce Investment Board and all subcommittees and terminated agreements with the Stanislaus County Business Alliance as of June 30, 2016.

At the same meeting, the Board of Supervisors authorized the formation of a new Workforce Development Board (WDB) that would satisfy the requirements of WIOA, approved bylaws that will allow the new WDB to function as of July 1, 2016, and approved the Chief Executive Officer and the Director of the Alliance Worknet to recruit board membership. WIOA mandates specific membership seats to the board. Membership consists of representatives from business (mandated), labor organizations (mandated), joint labor-management apprenticeship programs (mandated), community based organizations (optional), youth organizations (optional), adult education and literacy programs (mandated), higher education institutions (mandated), organizations serving individuals with barriers (optional), economic and community development entities (mandated), philanthropic organizations (optional), governmental agencies (optional), and those providing WIOA Title III Wagner-Peyser (mandated) and WIOA Title IV vocational rehabilitation services (mandated). However, the majority of membership must include representatives from business (at least 51%), including at least two small business representatives. Workforce representatives from labor organizations, joint labor-management apprenticeship programs, community based and youth organizations must represent 20% of the membership. Total Labor Representatives must represent 15% of the total WDB members. WIOA does allow for members to meet multiple categories, which allows for the creation of smaller, flexible and more strategic WDBs. As such, many workforce development areas across the country are moving toward a smaller, more flexible board and Stanislaus County would also like to follow suit. It is recommended that the Board of Supervisors appoint an Interim Chair to the WDB until annual elections of WDB Officers are conducted. The bylaws specify the WDB Officers are the Chair, Vice Chair and Secretary.

The WDB membership recommendations and appointment of Interim Chair are included in this agenda item (Attachment 5).

Workforce Development Board Appointment and Bylaw Revision

The Board of Supervisors approved WDB bylaws on April 5, 2016. Within the approved bylaws the WDB membership was capped at 25 members. This WDB member cap is not prescribed by WIOA and therefore it is proposed to revise the member cap in the bylaws to allow the Board of Supervisors the ability to appoint 28 members that support and reflect the communities in the County. It is also recommended to amend the bylaws to add language that a member of the WDB cannot miss more than three consecutive meetings or they will be considered resigned from the WDB. Because WIOA is strictly prescribed as to the WDB required seats and makeup, attendance will be essential for this WDB. Members will be allowed to call in if they are unavailable to attend a meeting in person, pursuant to the Brown Act. The bylaws have also been updated to allow the County Board of Supervisors to appoint an interim Chair to the WDB until annual elections for WDB officers are conducted. This will allow the WDB to be fully functioning as of July 1, 2016 (Attachment 4).

To ensure the WDB has continuity after the expiration of seat terms, some seats have an initial shorter term. This initial short term will be applied to eight board seats. After the expiration of the initial shorter term, the term length for these seats will revert back to the length stated in the bylaws. This will result in the staggering of terms ensuring there is not a complete turnover of WDB members at one time. Recommended appointees to the shorter term seats were randomly selected by assigning each board seat a consecutive number and then using Excel's random number generator function. Additionally, typical Board of Supervisor Committee assignments are on an annual basis from January through December. To ensure that this Board of Supervisors assignment is on the same schedule, the initial term on the Workforce Development Board for the Board of Supervisors representative will be 18 months spanning from July 1, 2016 through December 31, 2017.

Workforce Development Board Recertification Request

With the selection of the new WDB, a local board recertification application is to be submitted to the California Workforce Development Board. The application process consists of the completion of the Local Board Recertification Request (Attachment 1). Local workforce development areas which have met the Local Board membership provisions required under WIOA, met performance accountability measures during Program Year (PY) 2013-2014 and PY 2014-2015, achieved sustained fiscal integrity, and have demonstrated actions implementing key WIOA provisions and are moving towards a unified, customer-focused service system will be granted recertification. Alliance Worknet has performed successfully and therefore is requesting the recertification request to be signed and submitted to the California Workforce Development Board. Submission of the application will allow Alliance Worknet to continue to provide the current workforce development services in the community until the full transition of WIOA is implemented and completed on June 30, 2017. This request

requires the signature of the Chief Local Elected Official and the Stanislaus Workforce Development Interim Board Chair. With approval of this recommendation, Alliance Worknet will submit the request on behalf of the Board of Supervisors, thereby approving Alliance Worknet to once again serve as fiduciary agent on behalf of the Workforce Development Board and the Board of Supervisors.

America's Job Center of California Partners

WIOA requires for the Workforce Development Board, with the agreement of the Chief Local Elected Official, to enter into Memorandum of Understanding (MOU) agreements with each of the WIOA required America's Job Center of California Partners (Attachment 2). The required partners are in the table below:

Entity	Service Programs
Stanislaus County Alliance Worknet	WIOA Title I Adult, Dislocated Worker, and
	Youth
Employment Development Department	WIOA Title III-Wagner-Peyser
	Veteran's Employment Services, Trade
	Adjustment Assistance Act, Unemployment
	Insurance, Migrant Seasonal Farmworkers
Ceres Unified School District	WIOA Title II-Adult Education and Literacy
Learning Quest-Stanislaus Literacy Centers	WIOA Title II-Adult Education and Literacy
Modesto City Schools	WIOA Title II-Adult Education and Literacy
Turlock Unified School District	WIOA Title II-Adult Education and Literacy
California State Department of Vocational	WIOA Title IV-Rehabilitation Services
Rehabilitation	
Housing Authority of the County of	Housing and Urban Development Employment
Stanislaus	and Training, Family Self-Sufficiency
Central Valley Opportunity Center	Community Services Block Grant, Migrant
	Seasonal Farmworkers
Stanislaus County Community Services	Temporary Aid to Needy Families (CalWORKS)
Agency	
Yosemite Community College District	Carl Perkins Career Technical Education
Job Corps	Educational and Vocational Training
Senior Community Service Employment	Title V Older Americans Act
Program	
California Indian Manpower Consortium,	Native American Programs
Inc.	

WIOA focuses on the importance of providing customers with access to America's Job Centers of California, also referred to as the One-Stop Center, where job seekers and employers alike can access the full range of WIOA services available in the community. The One-Stop system must serve as an all-inclusive access point to education and training programs that provide demand-driven skills attainment, especially for those with barriers to employment. The MOU

agreements would strengthen the local workforce system and align investments in workforce, education, and economic development with regional in-demand jobs.

WIOA envisions that the WDB will act as both the facilitator of the MOU negotiations as well as the champion of collaborative One-Stop services delivered in the workforce development area. The Alliance Worknet has to date convened three meetings with the mandated partners listed above and negotiated a MOU which embraces the 'no wrong door' service model for services offered by the mandated partners. Approval of the recommendation to sign MOU agreements with each of the required partners will meet WIOA and State of California mandates requiring the provision of a seamless service One-Stop delivery system. The MOU effective dates are July 1, 2016 to June 30, 2019. This MOU does not address any cost sharing or facility costs; cost sharing will be addressed in the Cost Sharing MOU agreement due to the State on December 31, 2017.

Workforce Opportunity Act Local Allocation:

The Workforce Services Division of the California Employment Development Department (EDD) is the designated State Grant Manager of the Federal Department of Labor's Workforce Innovation and Opportunity Act (WIOA) funding. The EDD has announced allocations to the local workforce development areas for Program Year (PY) 2016-2017 (Attachment 3). The PY 2016-2017 allocation for Stanislaus County is \$6,648,756, an increase of \$123,153 or approximately 1.9% in comparison to the PY 2015-2016 allocation (this amount does not include Rapid Response or Employer Assistance Program funds). This final allocation amount differs from the estimated allocation that was submitted with the Department's 2016-2017 Proposed Budget. Alliance Worknet will make the adjustment at final budget to reflect this actual allocation.

The Alliance Worknet provided employment services to over 12,670 Stanislaus County residents in PY 2015-2016 at the following locations: 629 12th Street, Modesto, 1405 West F Street, Oakdale, and 66 North El Circulo Avenue, Patterson. Services include access to job openings, resume and application assistance, job search workshops, skills assessment, career planning and counseling, and job training. In addition, Alliance Worknet staff provides "Rapid Response" assistance to workers who are being laid off due to business closures and downsizing in the effort to quickly re-establish them in the workforce. To date, Alliance Worknet has offered Rapid Response assistance to 196 workers this fiscal year. Through a partnership with the Alliance Small Business Development Center, Alliance Worknet also provides professional consulting services to businesses at risk of closure or downsizing.

Approval of staff's recommendations will allow the Alliance Worknet Director to enter into and sign contracts to expend the PY 2016-2017 WIOA funds in the general administration of the program.

Individual vendor contract amounts for the provision of these employment services are expected to exceed \$100,000. Contracts will be approved by the Stanislaus Workforce Development Board and will follow the Board of Supervisors policies regarding the reporting of contracts and agreements.

Contracted StanWORKs Funds:

Alliance Worknet provides workforce development and employment services to Welfare to Work (WTW) participants under contract with the Community Services Agency (CSA). In Fiscal Year 2015-2016 Alliance Worknet administered five WTW subcontracts on behalf of CSA which added supportive and supplemental workforce development services. These additional offerings include Literacy and Vocational English services. Alliance Worknet oversees the provision of workforce development services to CalWORKS WTW customers at CSA outstations.

For Budget Year 2016-2017, including subcontracted services, Alliance Worknet expects to provide over 5,000 Stanislaus County residents with WTW related services. Participants will receive intensive job readiness courses designed to provide job search assistance and interview preparation. Subsidized employment activities are also available to participants for four to six months. The Community Service Program will provide unpaid work experience at public and non-profit agencies throughout the County. Contracted Adult Basic Education and General Education Development services will allow WTW customers to receive education and High School Equivalency test preparation services. It is anticipated that some customers will participate in more than one program component.

With approval of this recommendation, the Alliance Worknet will serve as fiduciary agent on behalf of the Stanislaus County CSA and the Board of Supervisors for these contracted services. The Alliance Worknet Director will administer the program based upon CSA direction and will enter into, sign contracts and expend Budget Year 2016-2017 StanWORKs funds with local Community Based Organizations. Individual contract amounts for workforce development, Literacy and Vocational English as a Second Language services are expected to exceed \$100,000. Alliance Worknet will follow the Board of Supervisors policies regarding the reporting of contracts and agreements.

POLICY ISSUE:

Alliance Worknet, as the administrative entity on behalf of Stanislaus County will serve as fiduciary agent as directed by the Federal Department of Labor, the California Employment Development Department and the California Workforce Development Board for Workforce Innovation and Opportunity (WIOA) funds. If the County does not adhere to the requirements governed under WIOA, Stanislaus County's WIOA funding could be placed in significant jeopardy.

FISCAL IMPACT:

Cost of recommended action: Source(s) of Funding:	\$ 17,370,498
Workforce Innovation and Opportunity Act	\$ 6,648,756
StanWorks	\$ 10,721,742
Funding Total:	\$ 17,370,498
Net Cost to County General Fund	
Fiscal Year:	2016-2017
Budget Adjustment/Appropriations needed:	No
Fund Balance as of 5/1/2016	\$ 1,171,116

BOARD OF SUPERVISORS' PRIORITY:

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

A Strong Local Economy

StanWORKs contracts and Workforce Innovation and Opportunity Act (WIOA) funds are invested in workforce development activities which provide a variety of services to businesses and to job seekers within Stanislaus County to enhance local business profitability and improve opportunities for advancement in the local labor market.

Efficient Delivery of Public Services

WIOA mandates greater business involvement in the planning of local human capital development and incentivizes greater partner cooperation in the delivery of workforce development services with a goal of building community, partnership-based service delivery systems.

Effective Partnerships

Approval of the recommended actions allows the Alliance Worknet to deliver employment and training services. WIOA specifically mandates strong partnerships across agencies that serve mutual clients, thus providing seamless services. Such agencies include the EDD, California Department of Rehabilitation, and local agencies providing educational services to adults and youth under WIOA.

STAFFING IMPACT:

Funding provided through the Workforce Innovation and Opportunity Act and Community Services Agency support current staffing levels.

CONTACT PERSON:

Kristen Santos, Alliance Worknet Director

Telephone: 209-558-2113

ATTACHMENT(S):

- 1. Local Workforce Development Board Recertification Request
- 2. Workforce Innovation and Opportunity Act Memorandum of Understanding
- 3. Workforce Innovation and Opportunity Act Youth, Adult and Dislocated Worker Activities Program Allocations, Program Year 2016-2017
- 4. Stanislaus County Workforce Development Board amended bylaws
- 5. Recommended Workforce Development Board

Attachment 1

Local Workforce Development Board Recertification Request

Local Workforce Development Board Recertification Request

Program Years 2016-18

Local Workforce Development Board

Stanislaus County

Local Board Recertification Request

This will serve as our request for Local Workforce Development Board (Local Board) recertification for Program Years (PYs) 2016-18 under the *Workforce Innovation and Opportunity Act* (WIOA).

If the California Workforce Development Board (State Board) determines the request is incomplete, it will either be returned or held until the necessary documentation is submitted. Please contact your <u>Regional Advisor</u> for technical assistance or questions related to completing and submitting this request.

Stanislaus County	
Name of Local Board	
PO Box 3389	
Mailing Address	

Modesto, CA	95353
City, State	Zip

Kristen Santos

Contact Person

209-558-2113

Contact Person's Phone Number

Date of Submission

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Instructions

If additional pages were added to the *Local Workforce Development Board Recertification Request*, the page numbers may be updated by hovering over the gray box above, clicking, and then selecting "Update Table" on the top left corner.

Instructions

Enter the names of the Local Board members in the appropriate membership categories found in the tables below. If the Chief Local Elected Official (CEO) has approved additional members, enter the information under the "ADDITIONAL MEMBERS" table. If an individual represents multiple categories, after the first time s/he is identified (subsequent to the first notation), please asterisk his/her name at all subsequent entries. Address any vacancies under "CORRECTIVE ACTION COMMENTS." If additional rows are needed, add a table following the membership type.

BUSINESS

WIOA Section 107(b)(2)(A) – a **majority** of the members of each Local Board shall be representatives of business in the Local Workforce Development Area (Local Area), who (i) are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority; (ii) represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the Local Area; and (iii) are appointed from among individuals nominated by local business organizations and business trade associations.

• WIOA Section 107(b)(3) – the members of the Local Board shall elect a chairperson for the Local Board from among the representatives described in Section 107(b)(2)(A).

Name	Title	Entity	Appointment Date	Term End Date
Michael Alves	Small	Fast Track Car		
Michael Alves	Business/Owner	Wash	6/07/2016	6/30/2018
Chad Brown	CEO	Florsheim Properties	6/07/2016	6/30/2018
Richard Hagerty	Small Business/Owner	Modesto Steel	6/07/2016	6/30/2017
Steve Hopper	Director	Pacific Dental Services	6/07/2016	6/30/2018
Walter Nicolau Jr	Small Business/Owner	Classic Wine Vinegar Company	6/07/2016	6/30/2018
Bill O'Brien	Small Business/ President	O'Brien Markets	6/07/2016	6/30/2018
Bryce Packnit	Small Business/Owner	iMotorSales.com	6/07/2016	6/30/2018
Mike Repp	General Manager	Bell-Carter Packaging	6/07/2016	6/30/2018
Doug Murdock	Apprenticeship Coordinator	Lawrence Livermore National	6/07/2016	6/30/2018
Chris Savage	Sr. Director Global Environmental Affairs	E. & J. Gallo Winery	6/07/2016	6/30/2017
Jennifer Carlson Shipman	Executive Director	Manufactures Council of the Central Valley	6/07/2016	6/30/2017
J.Douglas Van Diepen	Engineering Manager	Del Monte Foods	6/07/2016	6/30/2018

Must include <u>two or more</u> members that represent small business as defined by the U.S.
 Small Business Administration.

	Small	Crivelli's Shirts &		
Lori Crivelli	Business/Owner	More	6/07/2016	6/30/2018
Cecil Russel	President/CEO	Modesto Chamber		
		of Commerce	6/07/2016	6/30/2018
Greg Kyler	Small	City Signs		
	Business/Owner		6/07/2016	6/30/2018
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WORKFORCE

WIOA Section 107(b)(2)(B) – not less than **20 percent** of the members of each Local Board shall be representatives of the workforce within the Local Area, who— (i) shall include representatives of labor organizations (for a Local Area in which employees are represented by labor organizations), who have been nominated by local labor federations, or (for a Local Area in which no employees are represented by such organizations) other representatives of employees; (ii) shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists; (iii) may include representatives of community based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and (iv) may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, including representatives of eligible youth, including representatives of organizations that serve out-of-school youth.

- Must include <u>two or more</u> representatives of labor organizations, where such organizations exist in the Local Area. Where labor organizations do not exist, representatives must be selected from other employee representatives.
- Must include <u>one or more</u> representatives of a joint labor- management, or union affiliated, registered apprenticeship program within the area who must be a training director or a member of a labor organization. If no union affiliated registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation must be appointed, if one exists.

California Unemployment Insurance Code (CUIC) Section 14202(c) further requires and specifies that at least **15 percent** of Local Board members shall be representatives of labor organizations unless the local labor federation fails to nominate enough members. If this occurs, then at least 10 percent of the Local Board members shall be representatives of labor organizations.

Name	Title	Entity	Appointment Date	Term End Date
	Labor Organization/	Operating		
	Business	Engineers Local		
Dean Fadeff	Representative	Union No. 3	6/07/2016	6/30/2018
	Labor Organization/	International		
	Business	Brotherhood of		
	Representative	Electric Workers-		
Billy Powell		Local 684	6/07/2016	6/30/2020
	Registered			
	Apprenticeship/			
	Business			
James B. Wood Jr.	Representative	Union Local 1130	6/07/2016	6/30/2020

Doug Murdock	Registered	Lawrence	6/07/2016	6/30/2020
	Apprenticeship/	Livermore National		
	Business			
	Representative			
	Registered			
Crog Vincolat	Apprenticeship/	Plumbers and		
Greg Vincelet	Business	Pipefitters		
	Representative		6/07/2016	6/30/2018
Richard Haggerty	Community Based	Modesto Steel	6/07/2016	6/30/2017
	Youth Organizations	Community		
Kathy Harwell	Director	Services Agency	6/07/2016	6/30/2018

EDUCATION AND TRAINING

WIOA Section 107(b)(2)(C) – each Local Board shall include representatives of entities administering education and training activities in the Local Area, who— (i) shall include a representative of eligible providers administering adult education and literacy activities under title II; (ii) shall include a representative of institutions of higher education providing workforce investment activities (including community colleges); (iii) may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

- Must include <u>at least one</u> eligible provider administering adult education and literacy activities under WIOA title II.
- Must include <u>at least one</u> representative from an institution of higher education providing workforce investment activities, including community colleges.

Name	Title	Entity	Appointment Date	Term End Date
	Adult Education &			
	Literacy/	Stanislaus County		
Tom Changnon	Superintendent	Office of Education	6/07/2016	6/30/2018
	Institution Higher			
	Education/	Modesto Junior		
Pedro Mendez	Director	College	6/07/2016	6/30/2020
	Organization			
John Evans	Serving Individuals	Gospel Union		
JUIII EVAIIS	With	Mission		
	Barriers/Chairman		6/07/2016	6/30/2020
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GOVERNMENTAL AND ECONOMIC AND COMMUNITY DEVELOPMENT

WIOA Section 107(b)(2)(D) – each Local Board shall include representatives of governmental and economic and community development entities serving the Local Area, who— (i) shall include a representative of economic and community development entities; (ii) shall include an appropriate representative from the State employment service office under the *Wagner-Peyser Act* (29 U.S.C. 49 et seq.) serving the Local Area; (iii) shall include an appropriate representative of the programs carried out under title I of the *Rehabilitation Act of 1973* (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the Local Area; (iv) may include representatives of agencies or entities administering programs serving the Local Area relating to transportation, housing, and public assistance; and (v) may include representatives of philanthropic organizations serving the Local Area.

- Must include <u>at least one</u> representative of economic and community development entities.
- Must include <u>at least one</u> representative from the state Employment Service Office (EDD) under the *Wagner-Peyser Act* (29 U.S.C. 49 et seq.) serving the Local Area.
- Must include <u>at least one</u> representative from programs carried out under title I of the *Rehabilitation Act of 1973*, other than Section 112 or Part C of that title.

Name	Title	Entity	Appointment Date	Term End Date
	Economic &			
	Community			
	Development	Riverbank City		
Cal Campbell	Representatives	Council	6/07/2016	6/30/2018
	Wagner-Peyser- Employment	Employment		
	Services	Development		
Mary Ruiz	Manager	Department	6/07/2016	6/30/2020
	Rehabilitation Act of 1973/	Department		
Mahalia Gotico	Manager	Rehabilitation	6/07/2016	6/30/2020
	Governmental			
Stan Risen	CEO	Stanislaus County	6/07/2016	6/30/2020
	Governmental	Community		
Kathy Harwell Director	Director	Services Agency	6/07/2016	6/30/2018
Commented		Stanislaus County		
Dick Monteith	Governmental Chairman	Board of		
		Supervisors	6/07/2016	12/31/2017

ADDITIONAL MEMBERS

WIOA Section 107(b)(2)(E) – each Local Board may include such other individuals or representatives of entities as the chief elected official (CEO) in the Local Area determines to be appropriate.

Name	Title	Entity	Appointment Date	- Term End Date

CORRECTIVE ACTION COMMENTS

Explain any vacant appointment(s) regarding the required membership composition only. Include the length of time the appointment(s) has been vacant, efforts made to fill the vacant appointment(s), and dates by which the vacant appointment(s) should be filled.

There are no vacant appointments.

COMPLIANCE WITH MAJORITY OF BUSINESS REPRESENTATIVES

The table below will assist Local Boards determine compliance with WIOA Section 107(b)(2)(A), which requires that a **majority** of the members be representatives of business in the Local Area.

Instructions – Double click the table below to open in Excel.	
Total number of individuals currently sitting on local board = 28	
Number of vacancies currently on local board = 0	
Total local board membership = 28	
Total number of Business Representatives currently sitting on local board =15Number of Business Representative vacancies currently on local board =0	
Total local board Business Representatives = 15	
Divide total local board Business Representatives by total local board membership = 53	57%
(Must be greater than	50%)

COMPLIANCE WITH 20% OF WORKFORCE REPRESENTATIVES AND 15% LABOR ORGANIZATION REPRESENTATIVES

The table below will help Local Boards determine compliance with WIOA Section 107(b)(2)(B), which requires not less than **20 percent** of the members be representatives of the workforce within the Local Area and compliance with CUIC Section 14202 which requires that at least **15 percent** of Local Board members be representatives of labor organizations unless the local labor federation fails to nominate enough members, in which case it is **10 percent**.

Instructions – Double click the table below to open in Excel.	
Total number of individuals currently sitting on local board = 28	
Number of vacancies currently on local board = 0	
Total local board membership =28	
Total number of Workforce Representatives currently sitting on local board = 7	
Number of Workforce Representatives vacancies currently on local board = 0	
Total local board Workforce Representatives = 7	
Divide total local board Workforce Representatives by total local board membership =	25.00%
(Must not be less t	han 20%)
	,
Total number of Labor Organization Representatives currently sitting on local board =	2
Total number of Labor Organization Representatives currently sitting on local board = Total number of Apprenticeship Program Representatives currently sitting on local board =	
Total number of Apprenticeship Program Representatives currently sitting on local board =	3
Total number of Apprenticeship Program Representatives currently sitting on local board = Number of Labor Org/Apprenticeship Program Representatives vacancies =	3
Total number of Apprenticeship Program Representatives currently sitting on local board = Number of Labor Org/Apprenticeship Program Representatives vacancies =	3
Total number of Apprenticeship Program Representatives currently sitting on local board = Number of Labor Org/Apprenticeship Program Representatives vacancies = Total local board Labor Representatives =	3 0 5 17.86%

Instructions

Enter your Local Board's negotiated levels of performance and actual levels of performance for PYs 2013-14 and 2014-15.

	Performanc	e Table		
Name of Local Area: Stanislaus Co	ounty			
Common Measure	Negotiated PY 2013-14	Actual PY 2013–14	Negotiated PY 2014–15	Actual PY 2014–15
Adult				
Entered Employment Rate	69.5%	74%	72%	80.1%
Employment Retention Rate	75.7%	81.6%	76%	82.8%
Average Earnings	\$11,133	\$12,998	\$11,300	\$13,459.59
Dislocated Worker				
Entered Employment Rate	76.9%	86%	78%	87.6%
Employment Retention Rate	80%	89.3%	82%	89%
Average Earnings	\$14,700	\$16,511	\$14,700	\$16,786.13
Youth (ages 14-21)				
Placement in Employment or Education	70.5%	60.1%	60%	63.3%
Attainment of a Degree or Certificate	62%	49.5%	51.5%	57.1%
Literacy and Numeracy Gains	60.5%	66%	61.5%	20.8%

Local Board Sustained Fiscal Integrity

The Local Board hereby certifies that it has not been found in violation of one or more of the following during PYs 2013-14 or 2014-15:

- Final determination of significant finding(s) from audits, evaluations, or other reviews conducted by state or local governmental agencies or the Department of Labor, identifying issues of fiscal integrity or misexpended funds due to the willful disregard or failure to comply with any *Workforce Investment Act* (WIA) requirement, such as failure to grant priority of service or verify participant eligibility.
- **Gross negligence**, which is defined as a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.
- Failure to observe accepted standards of administration. Local Areas must have adhered to the applicable uniform administrative requirements set forth in Title 29 *Code of Federal Regulations* (CFR) Parts 95 and 97, appropriate Office of Management and Budget circulars or rules, WIA regulations, and state guidance. Highlights of these responsibilities include the following:
 - Timely reporting of WIA participant and expenditure data
 - \circ $\;$ Timely completion and submission of the required annual single audit $\;$
 - Have not been placed on cash hold for longer than 30 days

(In alignment with WIOA Section 106[e][2])

Local Board WIOA Implementation

Using the questions below, describe your Local Board's efforts toward implementing the following key WIOA implementation provisions and designing a better system for customers.

- 1. What activities have you undertaken to design a better system for customers? Specifically, describe any actions you have taken, or actions you plan to take, for the following topics:
 - a. Developing new services

The following services and/or programs have been implemented to improve services to our employer and job seeker customer:

- Employer Visitation Program: A confidential survey process that allows us to build relationships with employers; identify growing and high value employers; understand employer challenges and opportunities. The results of the survey will be utilized to influence public policy to meet the needs of employers, job seekers and stakeholders within Stanislaus County and the region.
- Modesto Junior College (MJC) Manufacturing Academy: The MJC Manufacturing Academy, a condensed training program, prepares students for comprehension in Industrial Maintenance careers that are critical to our local economy.
- Multi-Craft Pre-Apprenticeship Program: In partnership with the Central Valley Building Trades Union, other building trades, and local Workforce Development Boards within our region, the 6 week pre-apprenticeship program prepares individuals for a career in the building trades.
- College Paid Internship Program: A pilot program that connects graduating or recently graduated college students from local universities with employers in a paid internship. Interns have the prospect of regular employment with their worksite once the internship completes and thereby minimize the "Brain Drain" in our area.
- Career in Manufacturing and Industry: Through a partnership with Stanislaus Partners in Education (SPIE), the Manufactures Council of the Central Valley, the Economic and Business Alliance and the Alliance Worknet, high school seniors throughout Stanislaus County are gaining insight to careers in the Manufacturing Industry. Over the next few years, this program plans to expand to include Warehouse/logistics and the medical industries.
- Northern California Construction Training (NCCT) Pre-Apprenticeship Training Program: The NCCT program is a building trades' pre-apprenticeship program that helps prepare individuals for entry into various construction trade apprenticeship programs.
- Stanislaus Area Manufacturing Apprenticeship Program: A consortium of local manufacturing and processing companies has organized an Apprenticeship Program to develop the competencies of new employees needed to supplement or refill positions in their workforce. In addition to

providing an on-the-job training, the committee's active member companies partnered with Modesto Junior College for related supplemental instruction. Several occupational titles in the manufacturing and maintenance industry are covered within the program. The Apprenticeship approach to creating a qualified and dedicated workforce is both effective and cost efficient. The consortium works with the Alliance Worknet, community colleges, and high schools and uses local advertising to obtain qualified applicants to enter the program.

b. Entering into collaborative partnerships

Beyond the development of the MOU with WIOA partners, the Alliance Worknet is currently working with Modesto Junior College on a new veteran paid internship program targeted for the fall of 2016. This program allows current veteran college students, who are close to graduation and/or obtainment of a recognized certificate, the opportunity to be placed on a paid internship related to their current focus of study. Furthermore, the Alliance Worknet has started the dialogue with the Stanislaus County Behavior Health and Recovery Services (BHRS) in regards to a collaborative partnership in providing workforce preparation services to high risk individuals who have been identified as "work ready."

c. Creating innovative workforce development strategies in alignment with WIOA

In alignment with WIOA strategies, the Alliance Worknet is currently implementing a service strategy that addresses the skill gaps in an industry, identify the services needed to fill the skill gap, develop career pathways that connect the job seeker to the industry needs and through the One-Stop System, coordinate efforts to address the needs identified. An example of this is the College Paid Internship Program. This program looks to connect graduating or recently graduated college students in an effort to help employers find high quality local job seekers and minimize college graduates seeking employment outside of our county. The internship allows skills development that will potentially lead to employment within Stanislaus County.

d. Redesigning service delivery

In addition to the development of our partner MOUs, the Alliance Worknet has started the process of transitioning from our internal data base/case management system to the CalJOBS system. Moving fully to the State system will make a smoother transition for all entities to have access to a system wide database and workforce development tool.

Youth sub-grantees have transitioned from a paper application to entering participant information directly into CalJOBS for enrollment. This transition has created a smooth and timely enrollment process for the youth participants.

e. Other WIOA transitional activities to design a better system for customers

Through the MOU partnership efforts, it is expected that services will be coordinated to reduce duplication of services, expansion of common language between partner staff, leveraged specialized resources and knowledge, and to communicate collaborative services as a singular one-stop system under the umbrella of the America's Job Center of California (AJCC).

2. What steps have you taken to implement the new WIOA youth program requirements, including the 75 percent out-of-school youth and 20 percent work experience minimum expenditure requirements?

All Fiscal and Program Monitoring instruments, sub-grantee contracts, and supporting documents have been updated to reflect the new WIOA youth program requirements which include; eligibility requirements, service activities, and the 75 percent out-of-school youth and 20 percent work experience minimum expenditure requirements. In addition, a sub-grantee training meeting was held prior to PY 16-17 in which staff reviewed the new WIOA youth program requirements in detail.

3. Describe your efforts to comply with the Uniform Guidance requirements.

All Fiscal and Program Monitoring instruments, sub-grantee contracts and supporting documents have been updated to reflect the 2 CRF 200 citations. All contracted organizations have been notified of the need to adhere to the requirements of 2 CFR 200 and specific instructions for adhering to the new guidelines have been shared with them. In addition, staff has attended various trainings to familiarize themselves with the changers and requirements of the Uniform Guidance. Furthermore, staff refers to the Uniform Guidance often to resolve questions of difference of opinions.

4. Describe your efforts to develop sector initiatives and career pathways in high demand industries in coordination with community colleges, apprenticeship programs, adult basic education, and other training providers.

As a guiding foundation the local workforce development board annually approves the "Demand Occupation List" that identifies occupations/industries that are projected to be indemand for the coming year. The Alliance Worknet uses this list as a strategic tool in addition to other resources such as the results of the "Employer Visitation" program in our decision making efforts for developing service strategies for our job seeker customer base. An example of this effort is the new "Modesto Junior College Manufacturing Academy". The academy focuses on a career in industrial maintenance which prepares a skilled workforce to meet the demands of the manufacturing industry.

5. Describe your efforts to adopt, implement, and promote the AJCC brand.

We will enhance our promotion of the AJCC brand by developing a broad-based marketing strategy that will include incorporating the AJCC brand into Alliance Worknet's web site, social media applications, signage, and print materials and will coordinate with the WIOA MOU Partners to add the AJCC brand name to their marketing strategies.

6. Describe your efforts to complete Phase I of the MOU development process. What challenges are you facing?

The Alliance Worknet staff convened on a weekly basis to discuss specifically the MOU development and implementation. We established a time-line of objectives to ensure we remained on target in meeting the Phase I deadline. Our timeline included multiple group meetings with all partners where we reviewed several MOU drafts. The first scheduled meeting was successfully held on March 23, 2016 and the last meeting was completed on May 5th, 2016. The partnerships agreed on the final draft language and we are in the process of obtaining MOU Board of Supervisor approval. Once approved, all signatures will be obtained and the final copy will be forwarded to the state. Staff have also begun the development of an MOU implementation timeline which all partners will finalize and use to implement MOU agreement. At that time we will engage in cost sharing discussions.

Although at first were challenged by having missing required partners at the varying meetings, adding multiple meeting dates resolved the issue. Partners serving several regional areas were able to schedule their meeting accordingly.

Local Board Assurances

For PYs 2016-18, the Local Board assures that it will do the following:

A. Comply with the applicable uniform administrative requirements, cost principles, and audit requirements included in Title 2 CFR Parts 200 and 2900 (WIOA Section 184[a][2] and [3]).

Highlights of this assurance include the following:

- The Local Area's procurement procedures will avoid acquisition of unnecessary or duplicative items, software, and subscriptions (in alignment with Title 2 CFR Section 200.318).
- The Local Area will maintain and provide accounting and program records, including supporting source documentation, to auditors at all levels, as permitted by law (Title 2 CFR Section 200.508).

*Note that failure to comply with the audit requirements specified in Title 2 CFR Part 200 Subpart F will subject the Local Area to potential cash hold (Title 2 CFR Section 200.338).

B. Do financial reporting in compliance with federal and state regulations and guidance.

Highlights of this assurance include the following:

- Reporting will be done in compliance with Workforce Services Directive WSD12-3, *Quarterly and Monthly Financial Reporting Requirements*.
- All close out reports will comply with the policies and procedures listed in Workforce Services Directive WSD09-12, *WIA Closeout Handbook*.

*Note that failure to comply with financial reporting requirements will subject the Local Area to potential cash hold (Title 2 CFR Section 200.338).

C. Expend funds in accordance with federal and state laws, regulations, and guidance.

Highlights of this assurance include:

- The Local Area will meet the requirements of State Senate Bill 734, to spend a minimum of 30 percent of combined total of adult and dislocated worker formula fund allocations on training services (CUIC Section 14211).
- The Local Area will not use funds to assist, promote, or deter union organizing (WIOA Section 181[b][7]).
- D. Select AJCC operator(s), with the agreement of the local CEO, through a competitive process such as a Request for Proposal, unless granted a waiver by the state (WIOA Section 121[d][2][A] and 107[g][2]).

- E. Collect, enter, and maintain data related to participant enrollment, activities, and performance necessary to meet all CalJOBSSM reporting requirements and deadlines.
- F. Comply with the nondiscrimination provisions of WIOA Section 188, including the collection of necessary data.
- G. Comply with State Board policies and guidelines, legislative mandates and/or other special provisions as may be required under federal law or policy, including the WIOA or state legislation.
- H. Give priority of service to veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for receipt of career and training services funded by WIOA Adult funding (WIOA Section 134[c][3][E] and *Training and Employment Guidance Letter* 10-09).
- Comply with Assembly Bill (AB) 1234 and ensure that local members receive ethics training every two years. AB 1234 requires Local Boards to consult with the California Fair Political Practice Commission (FEPC) and the California Attorney General's office regarding the content of the ethics training course they can use. Local Boards may consider using the free, two-hour, on-line ethics training course available from the FPPC: <u>AB 1234 Ethics Training for Local Officials</u>.
- J. Comply with the conflict of interest provisions of WIOA Section 107(h).

Signature Page

By signing below, the local CEO and Local Board chair request Local Board recertification. We certify that the Local Board appointed members as described in WIOA Section 107(a), (b), and (c), performed successfully and sustained fiscal integrity during PYs 2013-14 and 2014-15, and developed and implemented strategies to improve and continuously strengthen the workforce development system in accordance with WIOA. Additionally, we agree to abide by the Local Area assurances included in this document.

Instructions

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

Local Workforce Development Board Chair	Local Chief Elected Official
Signature	Signature
William O'Brien	Dick Monteith
Name	Name
Business Owner, Stanislaus County Workforce Development Board Interim Chair	Chairman of the Stanislaus County Board of Supervisors
Title	Title
lo/14/10 Date	lo/14/160 Date

Attachment 2

Workforce Innovation and Opportunity Act Memorandum of Understanding

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Workforce Innovation and Opportunity Act Memorandum of Understanding For Stanislaus Alliance Worknet Service Delivery Partners July 1st 2016-June 30th 2019

<u>Purpose</u>

The Workforce Innovation and Opportunity Act (WIOA) requires that a MOU be developed and executed between Stanislaus County Alliance Worknet on behalf of the Stanislaus County Workforce Development Board (also known as Local Board and/or WDB) and the America's Job Center of CaliforniaSM (AJCC) partners to establish an agreement concerning the operations of the AJCC delivery system. The purpose of the MOU is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employees, job seekers and others needing workforce services.

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

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking the following:

- Looking to find a job
- Building basic educational or occupational skills
- Earning a postsecondary certificate or degree
- Obtaining guidance on how to make career choices
- Seeking to identify and hire skilled workers

The one-stop delivery system partnership will engage in activities designed to meet the outcome objectives established in the California Workforce Development Strategic Plan:

- Sector strategies
- Career pathways
- Regional partnerships
- "Earn and Learn"
- Supportive services
- Creating cross-system data capacity
- Integrated service delivery: Braiding resources and coordinating services at the local level to meet client's needs

Shared Vision Statement, Mission Statement, and Goals

The partners of this MOU are dedicated to developing a skilled workforce that strengthens business and contributes to the economic success of our community. It is with this primary focus that we strive for effective coordination of all services with our partners. Employment services and training services will be provided in an enhanced manner 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 collaborative system will require a collective trust and teamwork amongst the agencies with all parties

working in unison to accomplish shared goals. As such, this agreement is entered into with a spirit of cooperation by the designated parties as listed in this document. The prevailing principal of this accord is based on service integration, comprehensiveness of service, individual need, and customer satisfaction. The guiding principles of this cooperative partnership are further detailed below:

- Offer as many tangible employment, training and ancillary services as possible for employers and individuals seeking jobs or wishing to enhance their skills, and allowing universal access to the system in its entirety to the customer. <u>Services will be integrated</u>.
- Offer a vast array of beneficial education and training service information with easy access and facilitation to needed services. <u>Services will be comprehensive.</u>
- Provide the means for customers to judge the quality of services and make informed choices about those services, which will meet their distinct individual needs. <u>Services will be customer-centric.</u>
- Identify clear outcomes to be achieved and methods for measuring the agreed-upon outcomes, including customer satisfaction. <u>Services will be performance based.</u>

Program Goals:

- AJCC Services will be treated as an access point for education and training services to be received by: job seekers; employers; UI claimants; youth; seniors; veterans; businesses; StanWorks clients; WIOA clients; the general public and others as specified in the individual partner agreements.
- Services will be delivered through co-location, cross information sharing and by direct access through real-time technology. 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 as necessary.
- The AJCC delivery system will be evaluated on the basis of performance and customer satisfaction with an emphasis on continuous improvement.

Parties to the MOU

Two primary groups are parties to this agreement:

• Stanislaus County Alliance Worknet on behalf of the Stanislaus County Workforce Development Board, also known as the Local Board and/or WDB with legal authority under the Workforce Innovation and Opportunity Act (WIOA), 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 AJCC throughout Stanislaus County, known as the Service Delivery Partners. The following programs are included as parties to this MOU:

Stanislaus County Alliance Worknet (AW)

Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, and Youth

Employment Development Department (EDD) Job Services (Wagner-Peyser) Veterans' Employment Services Trade Adjustment Assistance Act Unemployment Insurance (UI) Migrant Seasonal Farmworkers

<u>Adult Education and Literacy</u> Ceres Unified School District (CUSD) Learning Quest Stanislaus Literacy Centers (LQ-SLC) Modesto City Schools Turlock Unified School District (TUSD)

<u>California State Department of Vocational Rehabilitation (DOR)</u> Rehabilitation Act of 1973, as amended by WIOA

<u>Housing Authority of the County of Stanislaus (HACS)</u> Housing and Urban Development Employment and Training Program Family Self-Sufficiency Program (FSS)

<u>Central Valley Opportunity Center (CVOC)</u> Community Services Block Grant Migrant Seasonal Farmworkers (Section 167)

Stanislaus County Community Services Agency (CSA) StanWORKS (CalWORKS-TANF)

<u>Yosemite Community College District (YCCD)</u> Carl Perkins Career Technical Education

Job Corps

Educational and Vocational Training Program

<u>SER-Jobs For Progress, Inc. Senior Community Service Employment Program (SCSEP)</u> Title V Older Americans Act

CA Indian Manpower Consortium, Inc. Native American Programs (Section 166)

One-Stop System, Services

Partner Services Matrix-Attachment A

Includes a description of the local system, the customers served, and the services provided by each AJCC partner. This includes the three types of "career services" authorized under WIOA (as well as training services and services provided to employers.

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

- Basic Career Services as specified under the Workforce Innovation and Opportunity Act, Title I-Subtitle B, including eligibility determination for multiple programs; outreach, intake and orientation; initial assessment of skill levels, job search, placement assistance and career counseling; business services including recruitment; activity referral and coordination with other programs; provision of workforce and labor market statistical information relating to local, regional and national labor markets;
- Individualized Career Services as specified under the Workforce Innovation and Opportunity Act (WIOA Section 134(c)(2)(A)(i)-(xi) and Notice of Proposed Rule-Making section 680.150), including comprehensive and specialized assessment, development of an individual employment plan, group and individual counseling, case management for participants seeking training services, and short-term and pre-vocational services.
- 3. Follow-up Services will be made available to participants for twelve months after exit. A participant will receive follow-up services necessary to enable them to progress further in their occupation or retain their employment. Follow-up services can include additional career planning, counseling, mentoring, assistance securing a better paying job, career development and further education. Agency staff is required to contact the participant and determine a participant's employment and educational status after exiting WIOA program during four quarters.
- 4. Access to training services (WIOA Section 134 (c)(3)(D) and Notice of Proposed Rule-Making section 680.200) which may include, but are not limited to, occupational skills training, on-the job-training, private sector training programs, skill upgrading and retraining, job readiness training, adult basic education and literacy programs, and customized training.
- 5. Access to EDD Labor Market Information, Veterans Services, Unemployment Insurance, Trade Adjustment Assistance Act and Wagner-Peyser services including job search, placement, recruitment, and CalJOBS.
- 6. Access to AJCC Programs and activities.
- 7. Services for employers including, but not limited to, job listings, meeting facilities, referral of job seekers, pre-screening of applicants, labor market information, tax credit, and small business development assistance.

America's Job Center of California Service Descriptions -Attachment B

Service Delivery Method and Location Codes -Attachment C

Description of method(s) partners will use to access customers and Career Center comprehensive and affiliate locations.

Responsibility of AJCC Partners

- The AJCC partner agrees to participate in joint planning, plan development, and modification of activities to accomplish the following:
 - o Continuous partnership building
 - o Continuous planning in response to state and federal requirements
 - o Responsiveness to local and economic conditions, including employer needs
 - Adherence to common data collection and reporting needs
- Make the applicable service(s) related/relevant to the partner program available to customers through the one-stop delivery system.
- Participate in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
- Participate in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross-trained.

Funding of Services and Operating Costs

All relevant parties to this MOU agree to share in the operating costs of the AJCC system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all AJCC partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

AJCC partners will ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in a separate Cost Sharing Agreement that will be formalized by **December 31, 2017.**

Methods for Referring Customers

Parties to this MOU agree to develop jointly and mutually implement processes acceptable to all for referral among the *AJCC* 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 agreed upon assessment tool and referral process, including the referral form.

Assessment Tool- The Referral form **(Attachment F)** will be used as an initial assessment tool for all customers being referred from partner agencies to the AJCC. The CalJOBS Adult Basic Application will be used as a tool to assess customers' needs and direct customer to appropriate partner.

AJCC Service Delivery Flow and Delivery Overview- Attachment D and E

Referral Form- Attachment F

Referrals will be done by phone, fax or other process as agreed upon by the partner agencies. Alliance Worknet staff and partners will continuously evaluate and refine the process as needed. Partner agrees to refer its applicants and clients to other **AJCC** Partner agencies, when such individuals may be appropriate and eligible for the Partner Agency's services.

Access for Individuals with Barriers to Employment

The term "individual with a barrier to employment" means a member of 1 or more of the following populations:

- A. Displaced homemakers
- B. Low-income individuals
- C. Indians, Alaska Natives, and Native Hawaiians
- D. Individuals with disabilities, including youth who are individuals with disabilities
- E. Older individuals
- F. Ex-offenders
- G. Homeless individuals (as defined in section 41403(6) of the Violence against Women Act of 1994 (42 U.S.C 14043e-2(6))), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C 11434a (2)))).
- H. Youth who are in or have aged out of the foster care system
- I. Individuals who are English Language Learners, individuals who have low levels of literacy and individuals facing substantial cultural barriers
- J. Eligible migrant and seasonal farmworkers, as defined in section 167 (i)
- K. Individuals within 2 years of exhausting lifted eligibility under part A of tittle IV of the Socials Security Act (42 U.S.C 601 et. Seq)
- L. Single parents (including single pregnant women)
- M. Long-term unemployed individuals
- N. Such other groups as the Governor involved determines to have barriers to employment.

(WIOA Section 3(24))

Each party is committed to offer priority for services to veterans, recipients of public assistance, other lowincome individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

Each party will promote capacity building and professional development of its staff in order to increase awareness and understanding of service individuals with barriers to employment and individuals with disabilities. Pursuant to 29 CFR Part 37.7-10 all one-stop partners must prove:

- 1. Facilities that are both programmatically and architecturally accessible;
- 2. Reasonable accommodations for individuals with disabilities;
- 3. Shared costs for reasonable accommodations.

The attached system map identifies the location of the comprehensive and affiliate AJCC sites within the local area. (Attachment G)

Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection.

To support the use of these tools, each AJCC Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.

- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

Confidentiality

The AJCC Partner agrees to comply with the provisions of WIOA Section 10850 as well as the applicable sections of the Welfare and Institutions Code, Family Educational Rights and Privacy Act (FERPA), the California Education Code, the Rehabilitation Act, HIPPA: 45 CFR 164.500-164.534, and any other appropriate statute or requirement to assure the following:

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

Non-Discrimination and Equal Opportunity

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

Grievances and Complaints Procedure

The AJCC partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in

receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

American's with Disabilities Act and Amendments Compliance

The AJCC partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act of 1990 and its amendments which prohibit discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

Effective Dates and Term of MOU

This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be three years unless previously terminated by one of the parties, commencing on the date of execution by all parties. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

Modifications and Revisions

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

Each 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 Local Workforce Development Board and partner agencies.

Termination

The parties understand that implementation of the AJCC system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

Administrative and Operations Management Sections

License for Use

During the term of this MOU, all partners to this MOU have the ability to enter into a licensing agreement to use the space of the AJCCs for the sole purpose of conducting acceptable AJCC services as outlined herein.

Supervision/Day to Day Operations

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

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

Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action. Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsive and save all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

Dispute Resolution

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

Press Releases and Communications

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

The service delivery partners agree to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, any written correspondence and fax transmittals.

Hold Harmless/Indemnification/Liability

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

By signing below, all parties mutually agree to the terms prescribed herein.

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[Chief Elected Official]

Dick Monteith, Chairman Printed Name & Tittle

Signature Date

[LWDB Chairperson]

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[Alliance Worknet]

Kristen Santos, Director Printed Name & Tittle

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[Learning Quest Stanislaus Literacy Centers]

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[Modesto City Schools]

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[Turlock Unified School District]

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[Employment Development Department]

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[California State Department of Vocational Rehabilitation]

<u>6/22/и</u> Date Signature

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By signing below, all parties mutually agree to the terms prescribed herein.

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By signing below, all parties mutually agree to the terms prescribed herein.

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WIOA Partners & Signatory Information

Count	Partner Name	Business Address	Signatory Name & Title	Phone/E-Mail	Fax Number
01	Stanislaus Alliance Worknet (AW)	251 E. Hackett Road. C2 P.O Box 3389 Modesto, CA 95353	Kristie Santos Director	(209) 558-2150 <u>SantosKr@StanAlliance.com</u>	(209) 558-2164
02	Ceres Unified School District	2503 Lawrence Street Ceres, Ca 95307	Jay Simmonds Assistant Superintendent of Student Support Services	(209) 556-1500 jsimmonds@ceres.k12.ca.us	(209) 541-0947
03	Learning Quest Stanislaus Literacy Centers	1032 11 th Street Modesto, CA 95354	Karen Williams Executive Director	(209) 522-0656 Ext. 113 <u>kwilliams@lqslc.com</u>	(209) 522-0658
04	Modesto City Schools District Office	426 Locust Street Modesto, CA 95351	Julie Betschart Associate Superintendent CBO Business Services	(209) 550-3301 Ext. 5401 <u>Betschart.j@monet.k12.ca.us</u>	(209) 576-4581
05	Turlock Unified School District	1574 E. Canal Drive Turlock, CA 95380	Dana Salles Treventhan Superintendent	(209) 667-0632 dtrevethan@turlock.k12.ca.us	(209) 667-6520
06	Employment Development Department (EDD)	629 12 th Street Modesto, CA 95354 P.O.Box 3227 Modesto, CA 95353	Mary Ruiz Deputy Division Chief Region IV	(209) 576-6007 <u>Mary.ruiz@edd.ca.gov</u>	(209) 576-6008
07	California State Department of Vocational Rehabilitation	1209 Woodrow Ave. Ste B1 Modesto, CA 95350	Araceli Holland, District Administrator	(559)488-7300	(661) 335-7378
08	SER-Jobs For Progress, Inc. Senior Community Service SCSEP (T-V OAA)	255 N. Fulton St., Suite 106 Fresno, CA 93701	Rebecca Mendibles, President/CEO	559.452.0881 becki.m@sercalifornia.org	(559)803-6154
09	Stanislaus County Community Services Agency (CSA)	251 E. Hackett Road P.O.Box 42 Modesto, CA 95353	Kathy Harwell Director	(209) 558-2500 <u>harwellk@stancounty.com</u>	(209) 558-2937
10	Yosemite Community College District	435 College Avenue Modesto, CA 95350	Teresa Scott Executive Vice Chancellor, Fiscal Services Yosemite Community College District	209.575.6530 <u>scottt@yosemite.edu</u>	(209) 575-6922

11	Job Corps	1330 Broadway Suite 705 Oakland, CA 94612	Clearnise Bullard Project Director	(510) 832-2049 <u>clearnise@davis-pr.com</u>	N/A
12	Cal Ca Indian Manpower Consortium, Inc.	738 North Market Blvd Sacto, CA 95834	Lorenda Sanchez Executive Director	(916) 920-0285 lorendaS@cimcinc.com	(916) 641-6338
13	Central Valley Opportunity Center (CVOC)	6838 W. Bridget Court P.O. Box 1389 Winton, CA 95388	Ernie Flores Executive Director	(209)357-0062 <u>eflores@cvoc.org</u>	(209) 357-0071
14	Housing Authority of Stanislaus County (HASC)	1701 Robertson Road P.O. Box 581918 Modesto, CA 95358	Barbara Kauss Executive Director	(209) 557-2000 <u>bkauss@stancoha.org</u>	(209) 577-2011
15	Employment Development Department Unemployment Insurance	8930 Big Horn Boulevard Elk Grove, CA 95758	Silvia Garibay Employment Development Administrator	(916) 683-4404 <u>Sylvia.Garibay@edd.ca.gov</u>	(916) 683-4450

MEMORANDUM OF UNDERSTANDING FOR Stanislaus Alliance Worknet Service Delivery Partners

ATTACHMENTS

Attachment A: Partner Services Matrix

Attachment B: America's Job Center of California Service Description

Attachment C: Service Delivery Method and Location Codes

Attachment D: AJCC Service Delivery Flow

Attachment E: AJCC Service Delivery Overview

Attachment F: Referral Form

Attachment G: System Map

One-Stop Partner Planning Grid:

Partner Services Matrix

		Services (Service Descriptions-Attachment B)			Service	Location Code
Program Name	Partner Name	Career (1-17)	Training (1-9)	Employer (1-8)	Delivery Method (Attachment C)	(Attachment C)
WIOA Tittle I Adult, Dislocated Workers, Youth	Stanislaus Alliance Worknet	1,2,3,4,5,6,8, 11,12,13,14,15, 16,17	1,2,5,7,8,9	1,2,3,4,5,6,7,8	FT, C/Off	1,2,3
WIOA Title II: Adult	Ceres Unified School District	2,3,4,8,15,12,	4,5,6,8	2,7	РТ	1
Education and Literacy		17			Т	1,2,3
	Learning Quest Stanislaus Literacy Centers	N/A	8,9	N/A	Т, А	1,2,3
					РТ	2,3
	Turlock Unified School District	1,2,3,4,14,15	1,8	N/A	PT, O	4
					Т,А	1,2,3
	Modesto City Schools	N/A	8	N/A	Т	1,2,3
WIOA Title III: Wagner-	Employment Development Department	2,4,5,9,10,11	N/A	1,2,3,4,6,7,8	С/РТ, С	2,3
Peyser		_, .,_,_,_,		_,_,_,,,,,,,,,	T	1,2,3
WIOA Title IV: Vocational	California State Department of Vocational	1,2,3,4,12,13,	1,2,4,6,7	2,4,5	PT	1
Rehabilitation	Rehabilitation (DOR)	15,16,17			Т	1,2,3
Title V Older Americans Act	SER-Jobs For Progress, Inc. Senior Community	1,2,3,4,5,6,7,8,	2,5	N/A	P/T	1
	Service SCSEP (T-V OAA)	10,11,			Т	1,2,3
TANF/CalWORKs	Stanislaus County Community Services Agency (CSA)	•			
	CalWORKs	1,8,9	N/A	N/A	FT	2,3
						1,2,3
	CalFresh	1	N/A	N/A		2,3
	Welfare to Work	1,2,3,4,5,6,8,	1,2,3,4	N/A	FT	2,3
		10,11,12,13, 15,16,17			Т	1,2,3
	Child Care	1,8	N/A	N/A	Т	1,2,3
	General Assistance	1,2,3,4,10,12, 13,15,16,17	1	N/A	FT	2,3
	Refugee Assistance	1,2,3,4,6,8,10, 13,15,16	1	N/A	T	1,2,3
	Homeless Assistance	8	N/A	N/A	FT	2,3

One-Stop Partner Planning Grid:

ATTACHMENT A

Partner Services Matrix

					Т	1,2,3
	Tribal TANF	1,2,3,4,6,8,10, 13,15,16	1	N/A	Т	1,2,3
Career/Tech Ed	Yosemite Community College District (YCCD)	1,2,3,4,5,6,10, 12,15,17	1,2,3,4,5,7,8,9	1,2,4,5	Т, А	1,2,3
Job Corps	Job Corps	1,2,3,4,5,6,11, 13,15,16,17	1,2,3,4,5,7,8	1,3,6	РТ	1
					Т	1,2,3
Native American Program	Ca Indian Manpower Consortium, Inc.	1,2,3,4,5,8, 10,11,12,13,14, 15,16,17	1,2,6,7	1,2,3,4,5,6,7	Т, А	1,2,3
Migrant/Seasonal Farmworkers	Central Valley Opportunity Center	1,2,3,4,5,6,8, 10,11,12,13, 15,16,17	1,2,5,7,8,9	1,2,3,5,7,8	T,A	1,2,3
	Employment Development Department	1,2,3,4,5,13,16	N/A	2,3,4,6,7,8	FT	1
Veterans	Employment Development Department	1,2,3,4,5,13,16	N/A	2,3,4,6,7,8	FT	1
Trade Act	Employment Development Department	1,3,4,5,6,7,8,9, 10,11,12,13,15, 16,17	N/A	N/A	FT	1
Community Action (E/T Programs)	Central Valley Opportunity Center	1,2,4,8	1,2,5,7,8,9	1,2,3,5,7,8	T,A	1,2,3
Housing Authority (E/T Programs)	Housing Authority of the County of Stanislaus (HACS)	1,2,3,4,8,11,12, 13,15,16	N/A	N/A	T	1,2,3
Unemployment Insurance	Employment Development Department	1,2,9	N/A	8	T,A	1

AMERICA'S JOB CENTER OF CALIFORNIA SERVICE DESCRIPTIONS

- **CAREER SERVICES:** Career services include self-help services, services requiring minimal staff assistance and services requiring more staff involvement, generally provided to individuals unable to find employment through basic career services, and deemed to be in need of more concentrated services to obtain employment; or who are employed but deemed to be in need of more concentrated services to obtain or retain employment that allows for self-sufficiency.
 - 1. Eligibility Determination: This is the process of obtaining and documenting information about an individual's circumstances and comparing that information with the criteria set by an agency or program to decide if the individual qualifies for participation.
 - 2. **Outreach, Intake, and Orientation:** Outreach activities involve the collection, publication, and dissemination of information on program services available and directed toward jobless, economically disadvantaged, and other individuals. Intake is the process of collecting basic information, e.g., name, address, phone number, SSN, and all other required information to determine eligibility or ineligibility for an individual's program. Orientation, whether offered in a group setting, one-on-one, or electronically, is the process of providing broad information to customers in order to acquaint them with the services, programs, staff, and other resources at the America's Job Center of California (AJCC), affiliate, or self-service location.
 - 3. Initial Assessment: For individuals new to the workforce system, initial assessment involves the gathering of basic information about skill levels, aptitudes, abilities, barriers, and supportive service needs in order to recommend next steps and determine potential referrals to partners or community resources.
 - 4. Job Search, Placement Assistance, and Career Counseling: Job Search helps an individual seek, locate, apply for, and obtain a job. It may include but is not limited to: job finding skills, orientation to the labor market, resume preparation assistance, development of a job search plan, job development, referrals to job openings, placement services, job finding clubs, job search workshops, vocational exploration, relocation assistance, and re-employment services such as orientation, skills determination, and pre-layoff assistance. Placement Assistance is a service that helps people to identify and secure paid employment that matches their aptitude, qualifications, experiences, and interests. Career Counseling is a facilitated exploration of occupational and industrial information that will lead to a first, new, or a better job for the individual.

- 5. **Employment Statistics-Labor Market Information:** Collect and report data about employment levels, unemployment rates, wages and earnings, employment projections, jobs, training resources, and careers; see California LMI, http://www.labormarketinfo.edd.ca.gov/.
- 6. **Eligible Provider Performance and Program Cost Information:** Collect and provide information on:
 - A. Eligible training service providers (described in WIOA Section 122).
 - B. Eligible youth activity providers (described in WIOA Section 123).
 - C. Eligible adult education providers (described in WIOA Title II).
 - D. Eligible postsecondary vocational educational activities and vocational educational activities available to school dropouts under the Carl Perkins Act (20 USC 2301).
 - E. Eligible vocational rehabilitation program activities (described in Title I of the Rehabilitation Act of 1973).
- 7. **Local Performance Information:** Collect and provide information on the local area's recent performance measure outcomes.
- 8. **Supportive Services' Information:** Collect and provide information on services such as transportation, child care, dependent care, housing, and needs-related payments that are necessary to enable an individual to participate in employment and training activities.
- 9. **Unemployment Compensation:** Collect and provide information on filing claims for state benefit payments that protect individuals from economic insecurity while they look for work. Claims may be filed on-line or via telephone available in the AJCC.
- 10. **Eligibility Assistance:** Provide guidance to individuals on eligibility for other programs and on financial aid assistance for training and education programs that are available in the local area.
- 11. **Follow-Up Services:** Services provided to participants who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment. These services assist those individuals to maintain employment or qualify for promotions with that employment.

- 12. **Comprehensive and Specialized Assessments:** A closer look at the skills levels and service needs that may include:
 - A. Diagnostic Testing and use of other assessment tools; and
 - B. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
- 13. **Individual Employment Plan Development:** Working with individuals to identify their employment goals, the appropriate achievement objectives, and the appropriate combination of services that will help the individual achieve those goals.
- 14. **Group Counseling:** Counseling individuals in a group setting to help the individual achieve employment goals and make decisions about employment and training opportunities.
- 15. **Individual Counseling and Career Planning:** Counseling, career planning and vocational guidance to an individual in a one-on-one setting to help the individual achieve employment goals and make decisions about employment and training opportunities based on the participant's assessment.
- 16. **Case Management:** For participants who receive training services under WIOA Section 134(d)(4).
- 17. Short-Term Prevocational Services: Can include development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.
- TRAININGServices offered through a training provider to help individuals upgrade their skills, earn degrees and certifications, orSERVICES:otherwise enhance their employability through learning and education. Types of training services include:
 - 1. **Occupational Skills Training:** An organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels.
 - 2 **On-the-Job Training (OJT):** Training by an employer that is provided to a paid participant while engaged in productive work that is limited in duration, provides knowledge or skills essential to the full and adequate performance of the job, and reimburses the employer for the costs associated with training the OJT trainee often calculated based on a percentage of the trainee's wages.
 - 3. **Workplace and cooperative education:** Programs that combine workplace training with related instruction which may include cooperative education programs.

4. Training programs operated by the private sector

- 5. **Skills upgrading and retraining:** Courses that prepare persons for entrance into a new occupation through instruction in new and different skills demanded by technological changes. These courses train incumbent workers in specific skills needed by that business or industry and that lead to potential career growth and increased wages. This includes courses that develop professional competencies that are particularly relevant to a vocational/occupational goal. It must be demonstrated that the training will result in the workers' acquisition of transferable skills or an industry-recognized certification or credential.
- 6. **Entrepreneurial training:** Training that includes starting and operating a business, developing business plans, budgeting and forecasting, accumulating capital, and identifying business development resources.
- 7. **Job-readiness training:** Pending state definition.
- 8. Adult Education and Literacy (ABLE) programs: Services or instruction below the postsecondary level for individuals who are not enrolled or required to be enrolled in secondary school under state law and lack basic educational skills to enable the individuals to function effectively in society and on a job. Services include, but are not limited to, one-one-one instruction, coursework, or workshops that provide direction for the development and ability to read, write, and speak in English, compute, and solve problems, at levels of proficiency necessary to function in society or on the job.
- 9. **Customized training:** Training that is designed to meet the special requirements of an employer or group of employers and that is conducted with a commitment by the employer to employ an individual upon successful completion of the training and for which the employer pays for a portion of the cost of training.

EMPLOYER AJCC services offered to employers include:

SERVICES:

- 1. **Employer needs assessment:** Evaluation of employer needs, particularly future hiring and talent needs.
- 2. **Job posting:** Receiving and filling of job openings; searching resumes; providing access to a diverse labor pool.
- 3. **Applicant pre-screening:** Assessing candidates according to the employer's requirements and hiring needs; referring candidates based on their knowledge, skills, and abilities relative to the employer requirements.

- 4. **Recruitment assistanc**e: Raising awareness of employers and job openings and attracting individuals to apply for employment at a hiring organization. Specific activities may include posting of employer announcements, provision of job applications, and hosting job fairs and mass recruitments.
- 5. **Training assistance:** Providing training resources to enable employers to upgrade employee skills, introduce workers to new technology, or to help employees transition into new positions.
- 6. **Labor Market Information:** Access to information on labor market trends, statistics, and other data related to the economy, wages, industries, etc.
- 7. **Employer information and referral:** Provision of information on topics of interest to employers such as services available in the community, local training providers, federal laws and requirements, tax information, apprenticeship programs, human resource practices, alien labor certification, incentive programs such as Work Opportunity Tax Credit (WOTC) or the federal bonding program, etc.
- 8. **Rapid Response and Layoff Aversion:** Provision of services to prevent downsizing or closure, or to assist during layoff events. Strategies may include incumbent worker training to avert lay-offs, financing options, employee ownership options, placement assistance, worker assessments, establishment of transition centers, labor- management committees, peer counseling, etc.

America's Job Center of California (AJCC)

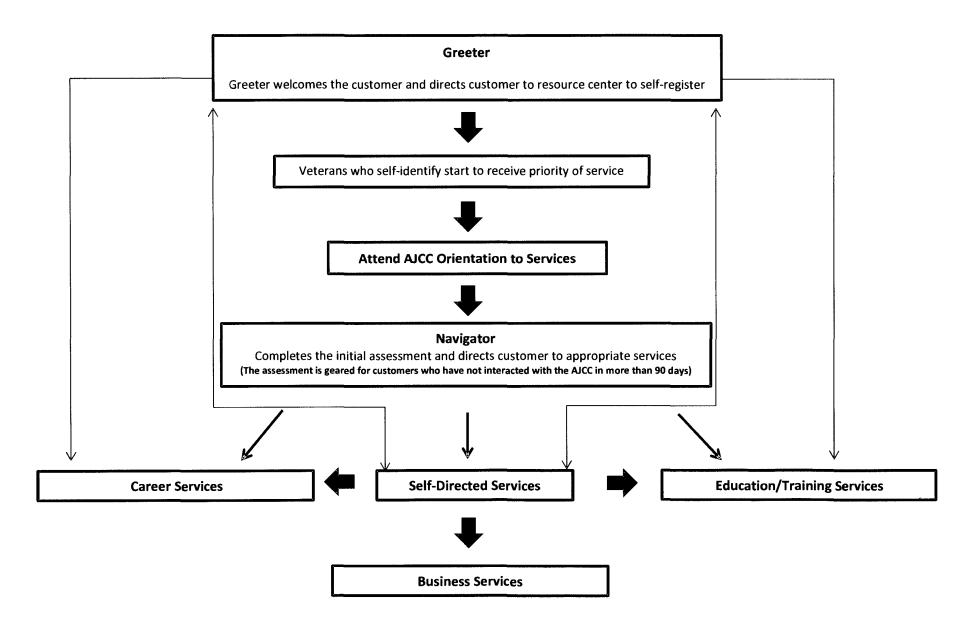
ATTACHMENT C

Partner Services Matrix- Service Delivery and Location Codes

Code	Method Description Codes: On-Site Staff Full Time		
FT			
РТ	On-Site Staff Part Time		
С	Contracted Service On-Site Full Time		
C/PT	Contracted Service On-Site Part Time		
C/Off	Contracted Service Off-Site		
Т	Access Via Telephone-Direct Line to designated staff member		
Α	Access Via Automated System-Can include internet auto communication system		
0	Other		

Location Code	Program Name	Address	Manager
1	AJCC Modesto Comprehensive	629 12 th Street; Modesto, Ca	Adolph Lopez
2	AJCC Oakdale Affiliate	1405 West F Street, Suite I; Oakdale, Ca	Adolph Lopez
3	AJCC Patterson Affiliate	66 N. El Circulo Ave; Patterson, Ca	Adolph Lopez
4	AJCC Turlock Affiliate	Pending fourth possible location	Adolph Lopez

INTERGRATED SERVICE CUSTOMER FLOW IN THE AJCC



AJCC SERVICE DELIVERY OVERVIEW

1. PURPOSE

To promote smooth, seamless services for all clients of the America's Job Center of California – Stanislaus County by providing accurate and timely assistance through the development of a service delivery strategy that results in quality service and positive outcomes in the development of a skilled workforce.

2. SCOPE

This service delivery overview will be utilized to dictate the procedures to be executed in order to provide the best possible services and assistance to customers. This overview will ensure and maintain an accurate and seamless execution of everyday duties.

3. **RESPONSIBILITIES**

- <u>Greeter-</u> Welcomes customers and checks CalJOBS to see if customer is Registered/Enrolled. If customer is not registered, greeter will refer customer to selfregister in the resource room. Directs customer to appropriate service.
- <u>Center Managers</u> Ensures that all personnel involved are knowledgeable of their duties and that all policies are executed as designed.
- <u>Navigator</u> Completes the initial assessment and directs customer to appropriate program. Initial assessment is geared for customers who have not interacted with the Center in more than 90 days.
- Integrated Case Management Team- Will complete full eligibility and will assess for specific services needed. The team encompasses all partners included in the one-stop agreement.

4. OVERVIEW OF CUSTOMER FLOW AT THE LOCAL CENTERS

- When a customer reports to the local office, the Navigator will greet the customer and conduct an initial assessment. The Navigator will then determine the appropriate functional team to refer.
- No customer should wait over thirty minutes to be seen. Wait time can be ultimately determined by the flow of the office for the day, and the nature of the customers' business.
- Customers will have access to all partner services by staff assisted referral and will be tracked using CalJOBs.
- All mandatory partners/functional teams are represented and/or on-site and will collaborate together to ensure the best possible seamless service.
- Workshops and resources on job readiness and skill development are provided. These may include areas such as computer literacy, networking strategies and interviewing skills.
- Customers have access to high-quality, staff assisted job search.
- Customers are provided information on and assistance with accessing resources, training and education, and information on financial aid.

ATTACHMENT F

ALLIANCE WORKNET America's Job Center of Collectoria" AJCC PATTERSON

 629 12th Street; Modesto 95354
 66 N. El Circulo Ave; Patterson CA. 95363

 PH 209-558-WORK (9675)
 FX 209-558-8809

 PH 209-525-4908 FX 209-894-7702

AJCC OAKDALE 1405 West F Street, Suite I; Oakdale CA. 95361 PH 209-322-3564 FX 209-322-3546

CLIENT REFERRAL FORM

www.allianceworknet.com

Please fax or email form to: 209-558-8809, email@stanalliance.com and have the client bring a copy of this form with them to the AJCC when they first visit.

Date:

Partner:

Referring Partner Information

AJCC MODESTO

Housing Authority of the County of Stanislaus (HACS)	□ Modesto City Schools	☐ Modesto Junior College		
Ceres Unified School District	Turlock Unified School District	□Job Corps		
Learning Quest Stanislaus Literacy Centers	Central Valley Opportunity Center (CVOC)	□Senior Community Service Employment Program		
California State Department of Vocational Rehabilitation (DOR)	Stanislaus County Community Services Agency	Ca Indian Manpower Consortium, Inc.		
Employment Development Deparment (EDD)	□Other:			
Referring Staff's Name:	,,,			
Office (if there are multiple offices in the organization):				
Phone: Fax:	Email:			
What service was provided to client?		<u> </u>		
<u></u>				
What service is client interested in?				
Notes:				

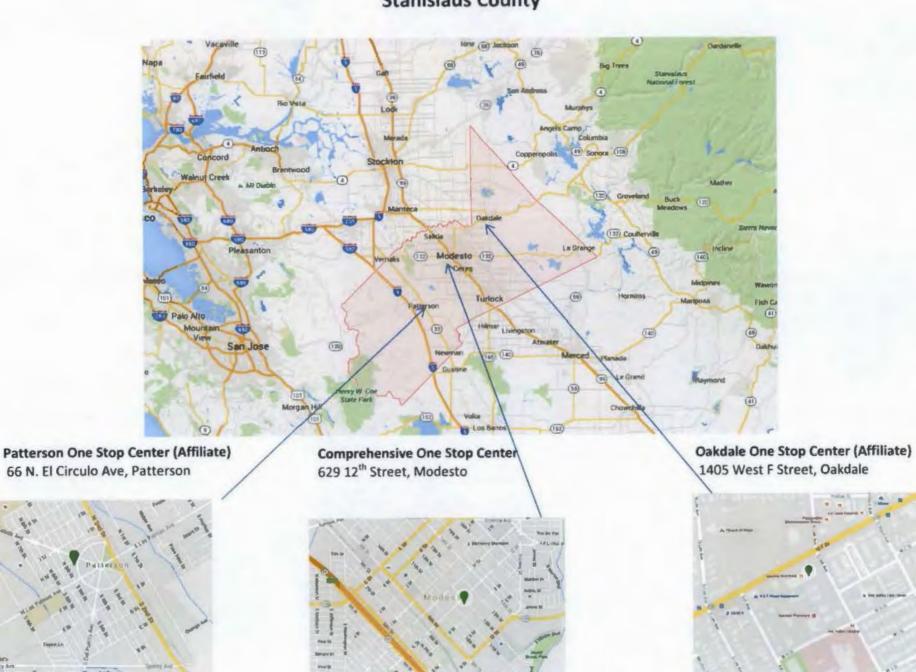
Please call to discuss Check if attachments are included Check if non-English speaker- Language spoken:

Client Information

Name:	Last Four Social Sec	□ Not Applicable		
Home Phone:	Voice Message ok?	□Yes □No		
Cell Phone:	Voice Message ok?	\Box Yes \Box No	Text Message ok? □Yes □No	
Email:				
Concerns/Notes:				
I hereby give consent for theagencies.		to receive and/or	share information with partnering	
Client Signature:	D	oate:	<u></u>	

ALLIANCE WORKNET AJCC

A proud partner of America's Job Center of California^{®M} Network This WIOA Title I financially- assisted program or activity is an "Equal Opportunity Employer/Program." Auxiliary aids and services are available upon request to individuals with disabilities.



COMPREHENSIVE AND AFFILIATE AJCC LOCATIONS Stanislaus County

Attachment 3

Workforce Innovation and Opportunity Act Youth, Adult and Dislocated Activities Program Allocations Program Year 2016-2017

Workforce Innovation and Opportunity Act Youth, Adult, and Dislocated Worker Activities Program Allocations Program Year 2016-17

	<u></u>	Round 1		Roun		
			Dislocated		Dislocated	
Local Area	Youth	Adult	Worker	Adult	Worker	Grand Total
Alameda	\$1,852,462	\$221,460	\$375,727	\$1,517,687	\$2,001,949	\$5,969,285
Anaheim City	\$865,257	\$105,877	\$117,349	\$725,588	\$625,258	\$2,439,329
Contra Costa	\$1,669,928	\$209,526	\$339,709	\$1,435,904	\$1,810,038	\$5,465,105
Foothill	\$672,173	\$87,940	\$95,660	\$602,664	\$509,696	\$1,968,133
Fresno	\$4,639,966	\$557,441	\$687,181	\$3,820,197	\$3,661,440	\$13,366,225
Golden Sierra	\$1,001,088	\$124,602	\$193,878	\$853,906	\$1,033,022	\$3,206,496
Humboldt	\$381,561	\$42,335	\$48,835	\$290,127	\$260,205	\$1,023,063
Imperial	\$1,801,123	\$226,880	\$328,624	\$1,554,833	\$1,750,978	\$5,662,438
Kern, Inyo, Mono	\$3,978,187	\$487,432	\$580,831	\$3,340,417	\$3,094,788	\$11,481,655
Kings	\$641,789	\$92,763	\$97,688	\$635,716	\$520,500	\$1,988,456
Los Angeles City	\$15,347,624	\$1,891,029	\$1,559,578	\$12,959,396	\$8,309,734	\$40,067,361
Los Angeles	\$12,265,216	\$1,495,493	\$1,425,028	\$10,248,753	\$7,592,833	\$33,027,323
Madera	\$653,598	\$84,866	\$98,643	\$581,596	\$525,591	\$1,944,294
Marin	\$292,181	\$44,335	\$61,322	\$303,835	\$326,737	\$1,028,410
Mendocino	\$221,300	\$28,600	\$34,355	\$195,996	\$183,051	\$663,302
Merced	\$1,336,688	\$160,803	\$203,765	\$1,101,995	\$1,085,702	\$3,888,953
Monterey	\$1,529,554	\$198,145	\$314,158	\$1,357,905	\$1,673,898	\$5,073,660
Mother Lode	\$394,015	\$58,805	\$67,365	\$402,999	\$358,934	\$1,282,118
Napa-Lake	\$462,076	\$61,086	\$84,097	\$418,625	\$448,085	\$1,473,969
NoRTEC	\$2,394,786	\$293,203	\$343,975	\$2,009,346	\$1,832,772	\$6,874,082
NCC	\$1,046,332	\$123,227	\$169,564	\$844,484	\$903,469	\$3,087,076
NOVA-San Mateo	\$1,565,292	\$201,105	\$344,686	\$1,378,189	\$1,836,556	\$5,325,828
Oakland City	\$1,437,498	\$179,978	\$169,934	\$1,233,403	\$905,443	\$3,926,256
Orange	\$3,309,493	\$391,001	\$735,905	\$2,679,566	\$3,921,053	\$11,037,018
Pacific Gateway	\$2,018,168	\$235,112	\$202,899	\$1,611,243	\$1,081,087	\$5,148,509
Richmond City	\$375,881	\$50,069	\$43,465	\$343,128	\$231,591	\$1,044,134
Riverside	\$6,448,535	\$789,904	\$991,404	\$5,413,288	\$5,282,405	\$18,925,536
Sacramento	\$3,763,899	\$457,105	\$584,167	\$3,132,582	\$3,112,563	\$11,050,316
San Benito	\$202,210	\$24,293	\$37,211	\$166,483	\$198,270	\$628,467
San Bernardino City	\$917,064	\$108,732	\$96,833	\$745,149	\$515,945	\$2,383,723
San Bernardino	\$5,081,431	\$614,831	\$742,454	\$4,213,498	\$3,955,945	\$14,608,159
San Diego	\$7,310,414	\$851,298	\$1,192,116	\$5,834,028	\$6,351,835	\$21,539,691
San Francisco	\$1,308,458	\$183,820	\$284,022	\$1,259,733	\$1,513,330	\$4,549,363
San Joaquin	\$2,825,766	\$335,624	\$424,791	\$2,300,065	\$2,263,374	\$8,149,620
San Jose - Silicon Valley	\$2,502,712	\$301,023	\$420,919	\$2,062,936	\$2,242,744	\$7,530,334
San Luis Obispo	\$669,704	\$65,597	\$84,786	\$449,545	\$451,758	\$1,721,390
Santa Ana City	\$1,034,615	\$128,938	\$98,456	\$883,624	\$524,594	\$2,670,227
Santa Barbara	\$1,227,998	\$112,199	\$155,998	\$768,912	\$831,188	\$3,096,295
Santa Cruz	\$1,007,272	\$112,578	\$155,921	\$771,510	\$830,781	\$2,878,062
SELACO	\$1,172,289	\$141,675	\$165,806	\$970,909	\$883,450	\$3,334,129
Solano	\$977,259	\$137,009	\$188,073	\$938,933	\$1,002,094	\$3,243,368
Sonoma	\$956,999	\$114,773	\$162,281	\$786,553	\$864,667	\$2,885,273
South Bay	\$1,803,221	\$234,370	\$261,996	\$1,606,159	\$1,395,971	\$5,301,717
Stanislaus	\$2,243,498	\$275,163	\$354,662	\$1,885,721	\$1,889,712	\$6,648,756
Tulare	\$2,412,436	\$291,948	\$381,914	\$2,000,745	\$2,034,916	\$7,121,959
Ventura	\$1,906,759	\$221,947	\$358,668	\$1,521,025	\$1,911,056	\$5,919,455
Verdugo	\$818,257	\$110,951	\$126,925	\$760,355	\$676,284	\$2,492,772
Yolo	\$726,080	\$69,162	\$90,975	\$473,976	\$484,736	\$1,844,929
	\$109,470,112	\$13,336,053	\$16,084,599	\$91,393,227	\$85,702,028	\$315,986,019

Attachment 4

Stanislaus County Workforce Development Board Amended Bylaws

BYLAWS

ARTICLE I NAME

The name of this body shall be the Stanislaus County Workforce Development Board. Whenever the term "Board" is used in these Bylaws, it shall mean the Stanislaus County Workforce Development Board.

ARTICLE II AUTHORITY

Stanislaus County's authority to form this Board is based in the federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (the "WIOA"), and the state California Workforce Innovation and Opportunity Act, California Unemployment Insurance Code section 14000 *et seq*.

ARTICLE III PURPOSE

The purpose of the Board shall be to carry out job training and employment programs, and to set policy for the workforce development system in the local Workforce Development Area of Stanislaus County, in coordination with statewide workforce development efforts and consistent with the federal WIOA, as amended, in order to: (i) attract greater employer participation in all aspects of local employment and training activities; (ii) increase the employment, retention, and earnings of customers/participants; (iii) increase the occupational skill attainment by customers/participants; (iv) improve the quality of the workforce, reduce dependency on social services, and enhance the productivity and competitiveness of the local Workforce Development Area; and (v) to accept donations and to otherwise actively apply for, seek, and accept funding, including from local, state, and federal sources, for this purpose.

ARTICLE IV MEMBERSHIP

The County Board of Supervisors, as the chief local elected official in Stanislaus County, is authorized to appoint the members of the Board. The Board shall consist of no more than twenty eight (28) members, consistent with the WIOA, as it may be amended from time to time, and the following requirements:

BYLAWS

1. **Business Representatives**. A majority (i.e., at least 51%) of the members of the Board, including the Board Chair, shall consist of representatives of Stanislaus County's private business sector.

2. **Labor Representatives.** No less than twenty percent (20%) of the members of the Board shall consist of representatives of labor organizations who have been nominated by local labor federations and (i) shall include at least one (1) representative, who is a member of a labor organization or a training director, from a joint labor-management apprenticeship program (if no such joint labor-management program exists in Stanislaus County, then the representative shall be a representative of an apprenticeship program within Stanislaus County, if such a program exists); (ii) may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and (iii) may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-ofschool youth.

3. **Education/Training Representatives**. The Board shall include members who are representatives of entities administering education and training activities in Stanislaus County, which (i) shall include a representative of eligible providers administering adult education and literacy activities under title II of the WIOA; (ii) shall include a representative of institutions of higher education, including community colleges, providing workforce investment activities; and (iii) may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

BYLAWS

4. **Economic/Community Development Representatives**. The Board shall include members who are representatives of governmental and economic and community development entities serving Stanislaus County who (i) shall include a representative of economic and community development activities; (ii) shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act serving Stanislaus County; (iii) shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 serving Stanislaus County; (iv) may include representatives of agencies or entities administering programs serving Stanislaus County relating to transportation, housing, and public assistance; and (v) may include representatives of philanthropic organizations serving Stanislaus County.

5. **Other Representatives**. The Board may include such other individuals or representatives of entities that the Stanislaus Board of Supervisors, as the local chief elected official in Stanislaus County, determines to be appropriate and as is consistent with the WIOA. Members of the Board that represent organizations, agencies, or other entities shall be individuals with optimum policymaking authority within the organizations, agencies, or entities. The members of the Board shall represent diverse geographic areas within Stanislaus County. Members of the Board shall serve without compensation but shall receive reimbursement for their actual expenses consistent with the policies of the Stanislaus County.

ARTICLE V OFFICERS

The Officers of the Board shall be a Chair, a Vice Chair, and a Secretary. Only members of the Board may be Officers. Each Office shall have a term of one (1) year. Officers shall be elected annually at a regular meeting of the Board. The County Board of Supervisors may appoint initially an Interim Chair until annual elections are conducted and Officers are elected.

The Chair of the Board shall, if present, preside at meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned to the Chair by the Board or prescribed by these Bylaws.

In the absence or disability of the Chair, the Vice Chair shall perform all the duties of the Chair, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the Chair. The Vice Chair shall have such other powers and perform such other duties as from time to time may be prescribed by the Board or these Bylaws.

BYLAWS

The Secretary shall keep or cause to be kept a book of minutes of all meetings and actions of the Board. The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board. At the Board's discretion, the Secretary may delegate the responsibilities contained in this paragraph to an employee of Stanislaus County as approved by the Board of Supervisors.

ARTICLE VI MEETINGS

The Board shall establish a regular meeting time and place. The Board may, through public notification, call for special meetings it deems necessary.

At all meetings of the Board, the Board shall comply with the provisions of the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*), and the provisions of the California Public Records Act (Gov. Code § 6250 *et seq.*), as either or both may be amended from time to time.

A member with three (3) consecutive absences from meetings is considered resigned from the Board.

ARTICLE VII COMMITTEES

The Board may designate and direct the activities of standing committees to provide information and to assist the Board in carrying out workforce development activities. Such standing committees shall be chaired by a member of the Board, may include other members of the Board, and shall include other individuals appointed by the Board who are not members of the Board and who the Board determines have appropriate experience and expertise. At a minimum, the Board may designate each of the following:

1. **One-Stop Operations**. A standing committee to provide information and assist with operational and other issues relating to the One-Stop Delivery System, which may include as members representatives of the One-Stop Partners.

2. **Youth Services**. A standing committee to provide information and to assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth.

BYLAWS

3. **Individuals with Disabilities**. A standing committee to provide information and to assist with operational and other issues relating to the provision of services to individuals with disabilities, including issues regarding providing programmatic and physical access to the services, programs, and activities of the One-Stop Delivery System, as well as appropriate training for staff on providing supports for or accommodations to, and finding employment opportunities for, individuals with disabilities.

4. **Other Committees**. The Board may designate standing committees in addition to the standing committees specified above.

ARTICLE VIII QUORUM AND VOTING

The meetings of the Board shall be conducted in accordance with *Robert's Rules of Order* and the Brown Act. A majority of the current membership of the Board shall constitute a quorum for the transaction of any and all business duly presented at a meeting of the Board. Every action taken or decision made by a majority of the members present at a duly held meeting at which a quorum is present shall be the act of the Board.

ARTICLE IX VACANCIES

Vacancies on the Board shall exist upon the death, resignation, or removal of any member, and whenever the number of authorized members is increased. Any member may resign from the Board by giving written notice to the Chair of the Board or to the Stanislaus County Board of Supervisors. Vacancies on the Board may be filled by the Stanislaus County Board of Supervisors.

ARTICLE X CONFLICT OF INTEREST

Members of the Board are deemed to be Public Officials pursuant to the Political Reform Act, and are subject to the provisions of that Act, the regulations of the Fair Political Practices Commission, and Government Code section 1090 *et seq.*, as any or all may be amended from time to time. Furthermore, members of the Board shall be subject to the Stanislaus County Conflict of Interest Code, and annually shall file a Statement of Economic Interest as required under that Code.

BYLAWS

ARTICLE XI AMENDMENTS

These Bylaws may be amended, repealed, or altered, in whole or in part, by the approval of the Stanislaus County Board of Supervisors. A recommendation to amend, repeal, or alter these Bylaws, in whole or in part, may be made by a majority vote of the Board members present at any duly held meeting of the Board, provided that a copy of any amendment proposed for consideration shall be mailed to the last recorded address of each member of the Board at least thirty (30) days prior to the date of the meeting at which such vote shall be held. These Bylaws, and any amendments to these Bylaws, shall take effect only upon approval by the Stanislaus County Board of Supervisors.

Attachment 5

Recommended Workforce Development Board

Name	Seat Term	Small Business	Random Initia Seat Term
Business Representatives: 51% of members. Min	nimum of two	small busine	ss members.
Michael Alves	2		
Chad Brown	2		
Richard Hagerty**	2		1 year initial term
Steve Hopper	2		
Walter Nicolau, Jr	2	Yes	
Bill O'Brien* Appointment of Interim Chair	2		
Bryce Packnit	2		
Mike Rep	2		
Doug Murdock**	2		
Chris Savage	2		1 year initial term
Jennifer Carlson Shipman	2		1 year initial term
J. Douglas Van Diepen	2		
Lori Crivelli	2	Yes	
Cecil Russel	2		
Greg Kyler	2	Yes	
Labor Organization: 2 member minimum (Require	ed)	-lL	
Dean Fadeff	4	N/A	2 year initial term
Billy Powell	4	N/A	
Joint Labor-Management Apprenticeship Program	m: 1 member	minimum (Re	equired)
James B. Wood Jr.	4	N/A	
Greg Vincelet	4	N/A	2 year initial term
Doug Murdock**	4	N/A	
Community Based Organizations: 1 member min	imum (Option	- <u>-</u>	
Richard Hagerty**	2	N/A	1 year initial term

**Serving in dual membership capacity.

Workforce	Development Board		
Name	Seat Term	Small Business	Random Initia Seat Term
Youth Organizations: 1 member minimum	(Optional)		
Kathy Harwell**	2	N/A	
Adult Education & Literacy WIOA Title II: 1	l member minimum ((Required)	<u> </u>
Tom Changnon	2	N/A	
Higher Education: 1 member minimum (Re	equired)		
Pedro Mendez	4	N/A	
Organization Serving Individuals With Bar	riers: 1 member min	imum (Optio	nal)
John Evans	4	N/A	
Economic & Community Development Rep	presentatives: 1 men	nber minimu	m (Required)
Cal Campbell	2	N/A	
Wagner-Peyser- Employment Services Off	ice: 1 member minin	num (Require	əd)
Mary Ruiz	4	N/A	
Rehabilitation Act: 1 member minimum (R	equired)		
Mahalia Gotico	4	N/A	
Governmental: 1 member minimum (Optio	nal)		
Stan Risen	4	N/A	
Kathy Harwell**	4	N/A	2 year initial term
Dick Monteith	4	N/A	1.5 year initial term
Philanthropic Organizations: 1 member m	inimum (Optional)		
	2	N/A	
Other Representatives: At the Discretion of	of the Board (Optiona	al)	
	4	N/A	

FIRST AMENDMENT TO MOU #16-01 OCCUPANCY MEMORANDUM OF UNDERSTANDING BETWEEN

STANISLAUS COUNTY WORKFORCE DEVELOPMENT FORMERLY "ALLIANCE WORKNET"

AND

HEALTH SERVICES AGENCY, WOMEN, INFANTS AND CHILDREN PROGRAM

Reference is made to the Memorandum of Understanding (MOU) Agreement #16-01, the "Agreement" dated as of January 1, 2017 by and between Stanislaus County Workforce Development formerly "Alliance Worknet" and Health Services Agency Women, Infants and Children (HSA-WIC) for use and occupancy of space described as the East County Service Center (ECSC), Oakdale Site, located at 1405 West F Street, Oakdale, California, 95360.

WHEREAS, Agreement parameters have changed due to variations in occupancy;

WHEREAS, the Agreement allows the contract to be amended or modified;

NOW THEREFORE, the parties hereby agree as follows:

COST SCHEDULE: Section 1, a. "Square footage of space used will be the basis to distribute building lease, operations, janitorial, utilities (including internet access) and maintenance costs according to the table below. The ratio of Occupied to Common space is 48.5% to 51.5%." is amended to state "Square footage of space used will be the basis to distribute building lease, operations, janitorial, utilities (including internet access) and maintenance costs according to the table below.

1. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Stanislaus County Workforce Development and Health Services Agency have executed this First Amendment on the 1st day of June, 2019.

COU	NTY OF STANISLAUS
WOR	KFORCE DEVELOPMENT
By:	n. Fost

Doris Foster, Director

HEALTH SERVICES AGENCY By: MAN ANA A

Mary Ann e. Director

MARY ANN LILLY-TENGOWSKI

APPROVED AS TO FORM: Thomas E. Boze COUNTY COUNSEL By:

Amanda DeHart, Deputy County Counsel

County of Stanislaus Workforce Development Occupancy Memorandum SCWD MOU #16-01 East County Service Center 1405 West 'F' Street, Oakdale, CA

Occupancy & Telephone Cost Schedule Effective January 1, 2017:

Agency	Fund	Square	Occupancy	COMCAST	COMCAST
		Feet	Ratio	Telephone	Telephone
		Occupied			Ratio
				Use	
SCWD-WIOA	1320	464	12.19%	2	11.77%
SCWD-WTW	1317	210	5.52%	2	11.77%
LQ-SLC	1317	210	5.52%	0	0%
СНЅ	1317	751	19.73%	6	35.29%
wic	1402	960	25.22%	5	29.40%
CSA	1631	1212	31.82%	31.82% 2	
Total		3807	100.0%	17	100.00%

Notes:

الأنفاذ الأراق

- 1) Building common space of 4,794 square feet or 55.74% of the total square footage of 8601 is shared by the partners based on their specific occupied space ratios.
- 2) Unassigned phone line cost is shared based on the partner phone line ratios.

Estimated Oakdale Facility Costs for All Partner Agencies

The chart below will serve as the method for distributing costs for the duration of the lease. Some yearto-year adjustments are anticipated.

Cost															<u>.</u>
Component	Account	-	FY Total	<u>S(</u>	CWD-WIOA	<u>S(</u>	CWD-WTW		LQ/SLC		CHS		WIC		CSA
		12 /	Months	Fu	ind 1320	Fu	ind 1317	Fu	ind.,	Fu	ind	Fu	nd 1402	15	31
Sq Ft Occupied		i	8601												
Occupancy Rati	0		100 00%		12 2%		5.5%		5 5%		19.7%		25.2%		31.8%
Rent	65300	S	101.136.00	S	12.326.53	S	5.578.82	S	5,578.82	S	19.950.92	5	25,503,17	S	32.197.75
Utilities (+5%)	67200	s	27,000.00	S	3,290 78	S	1,489 36	S	1,489.36	s	5.326.24	\$	6,806,51	S	8.595,74
Janitorial	60850	S	15.000 00	5	1,828.21	S	827 42	\$	827 42	s	2.959.02	s	3,782.51	s	4,775.41
Alarm Svc	63500	S	1,300.00	S	158.44	S	71.71	S	71.71	s	256.45	s	327.82	Ş	413.87
Maintenance	61800	S	600.00	\$	73,13	s	33 10	S	33.10	s	118.36	S	151 30	S	191.02
Telecom	60400	S	<u>50</u> .00	Ş	6.09	s	2 76	s	2.76	s	9.86	s	12.61	S	15.92
		ſs	145,086.00	\$	17.683.19	\$	8,003.17	\$	8,003.17	5	28,620.85	\$	36,585.92	\$	46,189.71
Comcast -per #	phones		100.00%		11.77%		11.77%		-		35.29%		29.40%		11 77%
	· -	S	12,500 00	5	1,471,25	\$	1.471.25	\$	•	S	4,411.25	5	3.675 00	5	1.471.25
TOTAL		S	157,586.00	5	<u>19,154.43</u>	\$	9,474.42	\$	8,003.17	\$	33,032.10	_ \$	40,260.92	\$	47.660.96

COUNTY OF STANISLAUS WORKFORCE DEVELOPMENT OCCUPANCY MEMORANDUM OF UNDERSTANDING SCWD MOU # 16-01 JANUARY 1, 2017 THROUGH JANUARY 31, 2021

This Memorandum of Understanding (MOU) is made and entered into by and between Stanislaus County Workforce Development (hereinafter SCWD) and Center for Human Services (hereinafter CHS), and entered into as of the later of January 1, 2017, or the execution of the Agreement by both parties (the "Effective Date"), for use and occupancy of space described as the East County Service Center (hereinafter ECSC), Oakdale Site, located at 1405 West F Street, Oakdale, California, 95360.

This MOU authorizes the Stanislaus County Workforce Development to charge partner agencies their proportionate share of facility costs at the ECSC. It will remain in effect until and unless changed by new partner agreements which may be negotiated between Workforce Development and partner agencies, but will not extend beyond January 31, 2021.

SCWD AND CHS JOINT RESPONSIBILITIES:

- 1. TERM: The term of this MOU shall be from the Effective Date through January 31, 2021.
- 2. TERMINATION: Either party may terminate this MOU by giving the other party a thirty (30) day notice in writing. This MOU may be terminated immediately if any party is found to be in violation of any of the terms of this MOU.

SCWD RESPONSIBILITIES:

- 1. USE OF PREMISES: SCWD agrees to provide space to CHS in order to provide program services to eligible Welfare to Work (WTW) customers at the East County Service Center in Oakdale.
- 2. UTILITIES: SCWD agrees to pay for and distribute costs for fair share of utilities, janitorial services, commercial insurance, maintenance of structure and grounds for those areas used by all partner agencies.
- 3. ENTRY BY OTHERS: SCWD shall have the right to deny entry upon the premises to unauthorized persons.

CENTER FOR HUMAN SERVICES RESPONSIBILITIES:

- 1. USE OF PREMISES: CHS will certify that their customers at the ECSC fall into an appropriate category based on the laws and regulations governing the WTW program as defined in their current subcontract with Workforce Development.
- 2. UTILITIES: CHS agrees to pay for fair share of utilities, janitorial services, commercial insurance, maintenance of structure and grounds according to the cost schedule in Attachment 1.

- 3. CONFIDENTIALITY: CHS shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that any/all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
- 4. Whenever applicable, CHS shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, CSA located at http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf
- 5. In the event CHS or SCWD perceive a conflict in meeting the obligations listed above, SCWD agrees to meet do discuss such conflicts and work together to mutually satisfactory resolution.

COST SCHEDULE:

- 1. The basis for calculating and distributing costs to partner agencies is as follows:
 - a. Square footage of space used will be the basis to distribute building lease, operations, janitorial, utilities (including Internet access) and maintenance costs according to Attachment 1.
 - b. Telephone costs will be distributed based on the specific telephone line assignments per partner agency according to Attachment 1. Any unassigned spares will be distributed at the partner ratio.
 - c. Security Guard costs will be fully paid by the Stanislaus County Community Services Agency through January 31, 2021, unless changed by partner agreement.

IN WITNESS WHEREOF the parties have executed this MOU on the day and year first hereinabove written.

STANISLAUS COUNTY WORKFORCE DEVELOPMENT

Bv:

Doris Foster

Title:_____Director

Dated: 7-31-2019

CENTER FOR HUMAN SERVICES

(ALMEN OK By: OPS DIDLOT Cindy Duenas

Director Title: 124/19 Dated:

APPROVED AS TO FORM: Thomas E. Boze COUNTY COUNSEL

By: ______ Amanda DeHart, Deputy County Counsel

County of Stanislaus Workforce Development Occupancy Memorandum SCWD MOU #16-01 East County Service Center 1405 West 'F' Street, Oakdale, CA

Agency	Fund	Square	Occupancy	COMCAST	COMCAST
		Feet	Ratio	Telephone	Telephone
		Occupied		Lines in	Ratio
				Use	_
SCWD-WIOA	1320	464	12.19%	2	11.77%
SCWD-WTW	1317	210	5.52%	2	11.77%
LQ-SLC	1317	210	5.52%	0	0%
CHS	1317	751	19.73%	6	35.29%
WIC	1402	960	25.22%	5	29.40%
CSA	1631	1212	31.82%	2	11.77%
Total		3807	100.0%	17	100.00%

Occupancy & Telephone Cost Schedule Effective January 1, 2017:

Notes:

- 1) Building common space of 4,794 square feet or 55.74% of the total square footage of 8601 is shared by the partners based on their specific occupied space ratios.
- 2) Unassigned phone line cost is shared based on the partner phone line ratios.

Estimated Oakdale Facility Costs for All Partner Agencies

The chart below will serve as the method for distributing costs for the duration of the lease. Some year-to-year adjustments are anticipated.

Cost															
Component	Account		FY Total	SC	WD-WIOA	SC	:WD-WTW		LQ/SLC		<u>CHS</u>		WIC		CSA
		12 1	Months	۴u	ind 1320	Fu	nd 1317	Fu	nd	Fu	nd	Fu	nd 1402	16	31
Sq Ft Occupied			8601												
Occupancy Rati	o		100.00%		12.2%	_	5.5%	_	5.5%		19.7%		25 2%		31 8%
Rent	65300	5	101,136.00	5	12,326.53	5	5.578.82	S	5,578.82	S	19,950.92	\$	25,503.17	\$	32,197 75
Utilities (+5%)	67200	s	27,000.00	5	3,290.78	5	1.489.36	5	1,489,36	5	5.326.24	S	6.808.51	\$	8,595 74
Janitoria	60850	s	15.000.00	S	1,828.21	S	827.42	S	827.42	\$	2,959.02	\$	3,782,51	S	4 775.41
Alarm Svc	63500	\$	1,300 00	S	158 44	S	71.71	S	71.71	S	256.45	S	327.82	S	413.87
Maintenance	61800	s	600 00	s	73 13	S	33.10	5	33 10	S	118 36	s	151 30	S	191 02
Telecom	60400	s	50.00	s	6 Ó 9	s	2 76	s	2.76	s	9.86	s	12.61	S	15.92
		15	145,086.00	\$	17,683.19	S	8,003.17	\$	8,003.17	\$	28.620.85	\$	36,585.92	\$	46,189.71
Comcast -per #	phones		100.00%		11 77%		11.77%				35.29%		29,40%	-	11.77%
	•	S	12,500.00	S	1,471.25	S	1,471.25	\$		S	4 411 25	5	3,675.00	S	1,471.25
									a				40.000.00		
TOTAL		5	157.586.00	5	19.154.43	\$	9,474.42	5	8,003.17	<u> </u>	33.032.10	5	40,260.92	\$	47,660.96