

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



671

FROM: Economic Development Agency

SUBMITTAL DATE:
April 21, 2010

SUBJECT: Fifth Extension and Modification to the Workforce Investment Act (WIA) Local Five-Year Strategic Plan for Program Year (PY) 2009/2010

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman to execute the fifth extension and modification to Riverside County's WIA Local Five-Year Strategic Plan

BACKGROUND: Local Workforce Investment Areas must submit modifications to the WIA Local Five-Year Strategic Plan and provide a 30-day public comment period on an annual basis. This year Local Plan modifications include: Necessary adjustments to revenue allocations, planned expenditures and the number of projected participants that will be served; the American Recovery and Reinvestment Act (ARRA) of 2009 Local Plan, and the Economic Development Agency's updated local plan for California Integrated Service Delivery.

Public notice was published announcing the availability of the fifth extension and modification to the Local Five-Year Strategic Plan for a 30-day review and comment period. The public comment period ended April 21, 2010. The Workforce Investment Board Executive Committee approved the 2009-2010 modification on that date. The PY 2009/2010 Plan is attached for review and execution.

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	0
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	0
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:	
SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30 <input type="checkbox"/>
	Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer E. Sargent*

County Executive Office Signature Jennifer E. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: May 4, 2010
 xc: EDA

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS/DATE: 4/16/10 Departmental Concurrence

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

S:\WDC\DATA-ProgDev\PROGRAM DEVELOPMENT\DO NOT USE UNDER CONSTRUCTION\5 Year



**COUNTY OF RIVERSIDE
WORKFORCE DEVELOPMENT BOARD**

**MEMORANDUM OF UNDERSTANDING WITH PARTNERS
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)
And Senate Bill (SB) 293**

MAY 04 2010 3.42

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

PREAMBLE

This Memorandum of Understanding (MOU), made on the 1st day of July, 2009 is an operational agreement entered into by the Riverside County Workforce Development Board (WDB) and Riverside County Department of Mental Health (Non-Mandatory Partner) to create a partnership to provide comprehensive, integrated workforce development services to businesses and jobseekers in the Local Workforce Investment Area (LWIA) in accordance with WIA, its implementing regulations and California Senate Bill 293.

WITNESSETH:

WHEREAS, the United States Congress has established the Workforce Investment Act of 1998 (WIA) (Public Law 105-220), which was signed into law July 7, 1998; and

WHEREAS, HR 1385 became law on August 7, 1998, establishing WIA as the national workforce investment system, and

WHEREAS, with the issuance of an Executive Order on October 10, 1999, the Governor enacted WIA in California, and

WHEREAS, California State Employment Development Department Directives, WIAD06-17 dated March 20, 2007, and WIAD06-21 dated June 29, 2007 provided guidance on implementation of the requirements of SB 293 whereby state and federally funded workforce programs will be fully integrated within the one-stop delivery system to achieve universal access to services;

NOW THEREFORE, it is mutually agreed as follows:

- I. **PARTNERSHIP PARTICIPATION:** To facilitate exchange of information and seamless operation, partners are expected to maintain a high level of communication. The following methods of participation will be required:
 - A. Attendance at monthly Partner Meetings. A designee with appropriate authority is to be present to act on behalf of the partner.
 - B. All partner staff will abide by the policies and procedures of the Workforce Development Center (WDC) related to general safety and behavior in the workplace.
 - C. Partners will use standardized WDC forms.
 - D. Partners will develop and use a collaborative marketing strategy informing job seekers, businesses, and the community at large about the services available through the Workforce Development Center. The following resources, as available, will be utilized to enhance coordinated marketing efforts:
 - Web Site Development
 - Public Information and Education
 - Speaker's Bureau
 - Brochures and Flyers
 - Commercial Air Time
 - Media Coverage
 - Public Television and Radio
- II. **SITE SUPERVISION.** WDB and Partners recognize that a number of practices and philosophies related to individual partners vary as a result of its unique organizational structure. These differences must be considered when unifying staff and services within the one-stop. Factors that must be considered are:

- Differing pay scales for similar positions
- Functions for similar classifications among agencies, which may differ
- Off-site supervisors vs. site-based supervisors at the one-stop
- Union vs. Non-Union employees in similar classifications on site
- Hours of operation, including possible evening and weekend hours
- Varied legal holiday schedules
- Sharing of space, equipment, information, and materials

WDB and Partners agree to prior and specific agreements arrangements for supervision, addressing at a minimum the above issues, and modifying said practices over time in accordance with new or changing business or agency needs and requirements. Any such agreements will be attached and made part of this agreement by such attachment.

- III. **ONE-STOP PARTNERS:** The Workforce Investment Act (WIA) identifies mandatory One-Stop Partners as organizations that carry out programs or activities under programs authorized as defined under Section 121(b)(1)(A) of the Act and 20CFR Part 662.200, further in Section 121(b)(1)(B) of the Act, and 20CFR Part 662.210. Senate Bill (SB) 293 clarifies and adds small business development centers as required partners in those Local Workforce Investment Areas in which they exist. SB 293 further mandates that these state and federally funded workforce education, training, and employment programs be integrated in the one-stop delivery system to achieve universal access.
- IV. **ONE-STOP SYSTEM OVERSIGHT:** The Workforce Development Board, with the agreement of the chief elected official is authorized to designate or certify one-stop operators and to terminate for cause the eligibility of such operators. The Economic Development Agency is the One-Stop Operator in Riverside County. Multiple processes are in place to insure that the workforce system in Riverside County is providing quality services and fiscal accountability. Each year the State of California monitors program performance and fiscal processes. Each year the County Auditor controller performs an internal audit of fiscal processes. Every two years an independent audit firm performs the required OMB A-133 audit of the EDA financial records. The Workforce Development Agency monitors 8 Critical Measures on a monthly basis that include customer satisfaction, community involvement, and business engagement. In addition, an annual ADA compliance audit is completed and an annual self-assessment is completed using criteria based upon the Malcolm Baldrige standards.
- V. **TERM AND TERMINATION:** This MOU shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), by action of law, or in accordance with this section. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 180 calendar days in advance of the effective withdrawal date to the contact persons listed in section XXI. Partner Services and Signatures of this MOU.
- VI. **MODIFICATION:** This MOU may be modified, revised or amended at any time by mutual written agreement of the WDB and Partners.
- VII. **CROSS REFERRAL AGREEMENT:** For those Partners not co-located within the WDC, the WDB and Partners agree to receive referrals from and make referrals to the other Partners within the WDC system. A referral may be carried out with a written form, telephone call or email and will include the following elements:
- The customer will be given information about a Partner or other organization and its services, eligibility information, name, address, and hours of operation;
 - To the extent possible, and as requested, staff will assist the customer to make an appointment;
 - Staff will follow up with the customer or Partner organization to become aware of the results of the referral and utilize the services of the Partner in managing services with the customer.
 - To the extent possible, and as requested, staff will assist the customer by providing information and referral to supportive service assistance where available from Partner or other organization.
 - i. Cross-train their respective staff;
 - ii. Consider co-enrollment options and practices;

- iii. Consider the effect of cross-referrals on mutual performance expectations;
- iv. Constantly improve the joint delivery of services to customers.
- v. If applicable, the (Resource Sharing Agreement Attachment A) shall describe the process for the immediate referral of individuals to training who have been unable to obtain or retain employment through provision of Core and Intensive Services.

VIII. **ONE-STOP SYSTEM DESCRIPTION:** The vision of the County of Riverside WDC One-Stop is built upon four guiding principles, which are the essence of the One-Stop delivery system. These principles should be the goals of all One-Stop delivery systems, and be reflected in the planning and implementation of operations. They are the guiding principles in the development of MOUs, and cannot be accomplished without partnerships based on trust, cooperation and collaboration. The four principles that guide the One-Stop delivery system are:

- **Integrated:** offers as many employment, training and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills.
- **Comprehensive:** a large array of useful information with wide and easy access to needed services.
- **Customer Focused:** the ability to support informed choice by providing a means for customers to judge the quality of these services.
- **Performance Based:** where clear outcomes to be achieved and methods for measuring the agreed-upon outcomes, including customer satisfaction, are identified.

IX. **FUNDING FOR OPERATION OF THE SYSTEM:** The One-Stop Operator(s) is/are responsible for costs associated with operation of the One-Stop WDC. The Resource Sharing Agreement (RSA) is included as Attachment A and outlines the partner's services provision and the anticipated revenue share. Annual reconciliation shall take place upon each anniversary of the MOU execution. Resource Sharing: The partners agree to share resources in accordance with the attached Resource Sharing Agreement. It is expressly understood that this MOU does not constitute a financial commitment, but rather an intent to commit specific resources in the future as the partners' allocations and budgets are known and the one-stop system evolves. The one stop system is a work in progress, and its costs and the partners' resource contributions will not remain static from month to month or from year to year. These funds may be generated by methods such as, but not limited to:

- Management Fees
- Lease Fees
- Separate Financial Agreements
- Separate Funding Opportunities

X. **DISPUTES:** The partners shall first attempt to resolve all disputes informally. Any party may call a meeting of all partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Riverside County Workforce Development Board who shall place the dispute upon the agenda of a regular or special meeting of the WIB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute.

XI. **ASSURANCES:**

- A. WDB and Partners agree to comply with the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), and California Government Code Section 11135 et seq., as well as the regulations which implement these statutes, which prohibit discrimination on the basis of disability.
- B. WDB and Partners agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, or condition of physical or mental handicap.
- C. WDB and Partners agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

- D. WDB and Partners agree to honor confidentiality. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving or sharing information. As a condition of providing services at the Workforce Development Center, the partners shall adhere to the following:
- All client information will be treated with the strictest degree of confidentiality during and after involvement with the WDC.
 - Each partner shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees on a "need-to-know" basis only.
 - Each partner shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information.
 - This information will only be used in working with programs at WDC.
- E. The WDB and Partner assures that it has established, in accordance with section 184 of the WIA, fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds provided to the local board through the allotments made under sections 127 and 132. [WIA, Section 112(b)(11)]
- F. The WDB and Partner assures that it has implemented the uniform administrative requirements referred to in WIA, Section 184 (a) (3).
- G. The WDB and Partner assures that no funds received under WIA will be used to assist, promote, or deter union organizing [WIA, Section 181(b)(7)]
- H. The WDB and Partner assure that it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIA, Section 188.
- I. The WDB and Partner will comply with future State Workforce Investment Board policies and guidelines, legislative mandates, or other provisions as may be required under federal law or policy, including the Workforce Investment Act of 1998 or state legislation.

XII. ATTACHMENTS: The following attachments are included in this MOU.

- A. Resource Sharing Agreement
- B. Mandatory One-Stop Program Partner Grid
- C. Additional Partner Assurances
- D. Memorandum of Operations (MOO) (The MOO only applies to fully integrated partners).

XIII. PARTNER SERVICES AND SIGNATURES: The individuals signing this MOU have the authority to commit the party they represent to the terms of this agreement, and do so by signing:

For the RIVERSIDE COUNTY WORKFORCE DEVELOPMENT BOARD:

1151 Spruce Street
Riverside, CA 92507

Ricardo Olalde, Workforce Development Board Chairman

Contact person and Title



Signature

January 19, 2010

Date

(951) 955-3100 / (951) 955-3131

Telephone number / Facsimile number

rolalde@rivcoeda.org

E-mail address

ONE-STOP PARTNER INFORMATION:

Riverside County Department of Mental Health

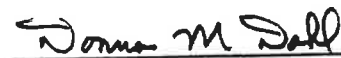
Partner Name

4095 County Circle Drive, Riverside, CA 92503

Address

Donna Dahl, Assistant Director

Contact person and Title



Signature

12-9-09

Date

(951) 358-4511 / (951) 358-4513

Telephone number / Facsimile number

dmdahl@rcmhd.org

E-mail address

Attachment A

RIVERSIDE COUNTY WORKFORCE INVESTMENT AREA
RESOURCE SHARING AGREEMENT (RSA)

The Riverside County Department of Mental Health agrees to contribute to the
(Insert WDC partner name and acronym)
delivery of the following core services in the local one-stop system:

The above named partner shall provide the following services as appropriate (please check):

- WIA Title I Eligibility Determination
- Outreach, Intake (worker profiling), and Orientation
- Initial Assessment
- Job Search
- Placement Assistance
- Career Counseling
- Job Listings
- Skills Needed
- Occupational Demand
- Marketing
- Recruitment
- Employer Services
- Job Development
- Employer Advisory Councils
- Employer Outreach Coordination
- Information on Eligible Training Providers
- Performance Outcomes
- Filing Claims for Unemployment Insurance
- Supportive Services
- Help in establishing eligibility for Welfare-to-Work (WtW) and Financial Aid
- Follow-up services for at least 12 months
- Occupational Skills Training;
- On-the-Job Training;
- Workplace Training combined with related instruction;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

* Note: The Riverside County Department of Mental Health will provide the checked services above to mental health clients being served by county clinics.

A. The above named partner shall provide the following services as appropriate (please check):

1. Access to intensive and training services (including serving as the point of access to individual training accounts).
 - Occupational Skills Training;
 - On-the-Job Training;
 - Workplace Training combined with related instruction;
 - Training programs operated by the private sector;
 - Skill upgrading and retraining;
 - Entrepreneurial training;

- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

2. Access to One-Stop partner programs and activities. Briefly describe.

None.

3. Access to Wagner-Peyser services including: None.

- Job search
- Placement
- Recruitment
- Other labor exchange services

4. The Partner MAY also provide the following services:

- Access to customized screening and referral of qualified participants in training services to employment.
- Customized employment-related services to employers on a fee-for-service basis.
- Supportive services.
- Needs related payments.

5. Cost of above services funded by:

Proposition 63 and Department of Rehabilitation.

B. The partner named above shall deliver the core services checked as appropriate, plus any intensive services, training, supportive services or other services listed and described below.

Clinical and Vocational services provided in Hemet, Palm Springs and Riverside where they perform vocational evaluations; psychological testing; support groups; pre-vocational training skill groups (e.g., Personal Vocational Social Adjustment); general employment services involving job searches, and long term support. This service has a total of five (5) staff members devoted to employment services.

* Note: The Riverside County Department of Mental Health will provide the checked services above to mental health clients being served by county clinics.

C. The partner named above expects to derive benefits from the one stop system as described below.

Assist Mental Health consumers to obtain work.

The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

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

The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

D. IDENTIFICATION OF SHARED COSTS

The costs identified as shared are reflected below. The costs consist of operational expenses of the Riverside County One Stop System that are incurred by partners in the provision of integrated customer services within the Workforce Development Centers. The following are considered pooled or shared costs attributable to the operations of the centers:

- **Salaries and Benefits:** Costs contributed toward staff salaries and benefits.

Budgeted Costs	Expected Contribution
\$362,795	\$18,140 annually

- **Universal Access Services Space:** The space utilized by more than one partner in the delivery of integrated services to common customers. Costs are comprised of; reception, Career Resource Area, Skills Lab, Business Resources, staff meeting areas, break areas, customer service areas, storage areas, staff work areas, and restrooms. Rates paid for these areas also include utilities (gas and electric), security, janitorial and Day porter.

Budgeted Costs	Expected Contribution
N/A	N/A

- **Telecommunication Services:** Telephone, data lines, Information Technology, and internet access services.

Budgeted Costs	Expected Contribution
N/A	N/A

- **Universal Access Costs:** Costs of providing information in the Career Resource Areas of the WDCs, information on available employer services and on available training providers, marketing materials, subscriptions and labor market information.

Budgeted Costs	Expected Contribution
\$33,366.50	\$1,668.33 annually

- **Supplies and Equipment:** Costs of computers, fax machines, copiers, printers, and toner, equipment maintenance, and paper.

Budgeted Costs	Expected Contribution
\$38,761.50	\$1,938.08 annually

E. RESOURCE SHARING PLAN

Each Partner organization hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as contained in the Cost Allocation spreadsheet. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to reimburse any expenses incurred by another partner under this plan. The Partners agree to provide additional resources as required to fulfill their proportionate share of. Partners are not required to pay costs equal to amounts under each category so long as the total amount of proportionate share is satisfied. Costs will be reviewed annually to determine if modifications to the resource sharing plan are necessary.

F. MODIFICATION AND RECONCILIATION PROCESS

This RSA may be modified, revised or amended at any time by mutual written agreement of the Partners. Riverside County Department of Mental Health staff will maintain information from each Partner related to *(insert partner name)* the resources provided. This information will be submitted at least annually by each partner organization that provided resources during the previous year. Reconciliation of budget to actual expenditures will occur at least annually.

Attachment B

Mandatory One-Stop Programs and Partners

REQUIRED PROGRAM	PARTNER	On-site Full time	On-site Part time	Services By Referral
Formula Adult	Riverside County	X		
Formula DW	Riverside County	X		
Youth	Riverside County	Provided at Youth Opportunity Centers		
Job Corps	Cornerstone		X	
Native American	NICOA			X
Migrant & Seasonal Farm Workers	EDD	X		
Veterans Program	EDD	X		
Wagner Peyser	EDD	X		
Adult Education and Literacy	DUSD,RUSD	X (R)	X(I)	
Rehabilitation Act Parts A and B	Department of Rehabilitation		X	
WtW403(a)(5) SSA Title V Social Security	DPSS			X
Senior Community Service Employment	RC Office On Aging			X
Carl Perkins-Voc and Applied Tech Ed Act	RCC,MSJC,COD			X
Trade Adjustment Assistance Act NAFTA	EDD	X		
Transitional Adjustment Assistance Title II Trade Act 1974	EDD	X		
LVER/DVOP (Vets Services)	EDD	X		
Community Services Block Grant-Employment and Training Activities	No Funding in Riverside County			
HUD Employment and Training Activities	No Funding in Riverside County			
State Unemployment Programs	EDD	X		
Small Business (SB 293)				X

Attachment C
Additional Partner Assurances

Additional Partner Assurances shall only apply and be included for civil service partner agencies (i.e. state, federal, county).

- A. The Local Workforce Investment Board assures that when work-related issues arise at One-Stop Centers between State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employee's civil service supervisor. The One-Stop Career Center operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act [Part 2.8 (commencing with Section 12900) of Division 3, of Title 2 of the Government Code], threats and/or violence concerning State employees, and State employee misconduct.

- B. The WDB and Partner certifies that its one-stop centers will recognize and comply with applicable labor agreements affecting represented employees (if applicable) located at the centers. The WDB assures that civil service employees who are located at the one-stop centers shall remain under the supervision of their employing department for the purposes of performance evaluations and other matters concerning civil service rights and responsibilities. Civil service employees performing services at one-stop centers shall retain existing civil service and collective bargaining protections on matters relating to employment, including but not limited to hiring, promotion, discipline and grievance procedures



**COUNTY OF RIVERSIDE
WORKFORCE DEVELOPMENT BOARD**

**MEMORANDUM OF UNDERSTANDING WITH PARTNERS
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)
And Senate Bill (SB) 293**

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

PREAMBLE

This Memorandum of Understanding (MOU), made on the 22 day of June, 2009, is an operational agreement entered into by the Riverside County Workforce Development Board (WDB) and Goodwill Southern California (Partner) to create a partnership to provide comprehensive, integrated workforce development services to businesses and jobseekers in the Local Workforce Investment Area (LWIA) in accordance with WIA, its implementing regulations and California Senate Bill 293.

WITNESSETH:

WHEREAS, the United States Congress has established the Workforce Investment Act of 1998 (WIA) (Public Law 105-220), which was signed into law July 7, 1998; and

WHEREAS, HR 1385 became law on August 7, 1998, establishing WIA as the national workforce investment system, and

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- **Customer Focused:** the ability to support informed choice by providing a means for customers to judge the quality of these services.
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IX. **FUNDING FOR OPERATION OF THE SYSTEM:** The One-Stop Operator(s) is/are responsible for costs associated with operation of the One-Stop WDC. The Resource Sharing Agreement (RSA) is included as Attachment A and outlines the partner's services provision and the anticipated revenue share. Annual reconciliation shall take place upon each anniversary of the MOU execution. Resource Sharing: The partners agree to share resources in accordance with the attached Resource Sharing Agreement. It is expressly understood that this MOU does not constitute a financial commitment, but rather an intent to commit specific resources in the future as the partners' allocations and budgets are known and the one-stop system evolves. The one stop system is a work in progress, and its costs and the partners' resource contributions will not remain static from month to month or from year to year. These funds may be generated by methods such as, but not limited to:

- Management Fees
- Lease Fees
- Separate Financial Agreements
- Separate Funding Opportunities

X. **DISPUTES:** The partners shall first attempt to resolve all disputes informally. Any party may call a meeting of all partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Riverside County Workforce Development Board who shall place the dispute upon the agenda of a regular or special meeting of the WIB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute.

XI. **ASSURANCES:**

- A. WDB and Partners agree to comply with the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), and California Government Code Section 11135 et seq., as well as the regulations which implement these statutes, which prohibit discrimination on the basis of disability.
- B. WDB and Partners agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, or condition of physical or mental handicap.
- C. WDB and Partners agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

- D. WDB and Partners agree to honor confidentiality. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving or sharing information. As a condition of providing services at the Workforce Development Center, the partners shall adhere to the following:
- All client information will be treated with the strictest degree of confidentiality during and after involvement with the WDC.
 - Each partner shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees on a "need-to-know" basis only.
 - Each partner shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information.
 - This information will only be used in working with programs at WDC.
- E. The WDB and Partner assures that it has established, in accordance with section 184 of the WIA, fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds provided to the local board through the allotments made under sections 127 and 132. [WIA, Section 112(b)(11)]
- F. The WDB and Partner assures that it has implemented the uniform administrative requirements referred to in WIA, Section 184 (a) (3).
- G. The WDB and Partner assures that no funds received under WIA will be used to assist, promote, or deter union organizing [WIA, Section 181(b)(7)]
- H. The WDB and Partner assure that it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIA, Section 188.
- I. The WDB and Partner will comply with future State Workforce Investment Board policies and guidelines, legislative mandates, or other provisions as may be required under federal law or policy, including the Workforce Investment Act of 1998 or state legislation.

XII. ATTACHMENTS: The following attachments are included in this MOU.

- A. Resource Sharing Agreement
- B. Mandatory One-Stop Program Partner Grid
- C. Additional Partner Assurances
- D. Memorandum of Operations (MOO) (The MOO only applies to fully integrated partners).

XIII. PARTNER SERVICES AND SIGNATURES: The individuals signing this MOU have the authority to commit the party they represent to the terms of this agreement, and do so by signing:

For the RIVERSIDE COUNTY WORKFORCE DEVELOPMENT BOARD:

1151 Spruce Street
Riverside, CA 92507

Ricardo Olalde, Workforce Development Board Chairman

Contact person and Title

Ricardo Olalde
Signature

6-29-09
Date

(951) 955-3100 / (951) 955-3131
Telephone number / Facsimile number

rolalde@rivcoeda.org
E-mail address

ONE-STOP PARTNER INFORMATION:

Goodwill Southern California

Partner Name

342 N. San Fernando Rd. Los Angeles CA, 90031
Address

Douglas H. Barr
Contact person and Title

Douglas H. Barr
Signature

6/23/09
Date

(323) 223-1211 voice / (323) 539-2151 fax
Telephone number / Facsimile number

dbarr@goodwillsocal.org
E-mail address

Attachment A

RIVERSIDE COUNTY WORKFORCE INVESTMENT AREA
RESOURCE SHARING AGREEMENT (RSA)

The Goodwill Southern California agrees to contribute to the
(Insert WDC partner name and acronym)
delivery of the following core services in the local one-stop system:

The above named partner shall provide the following services as appropriate (please check):

- WIA Title I Eligibility Determination
- Outreach, Intake (worker profiling), and Orientation
- Initial Assessment
- Job Search
- Placement Assistance
- Career Counseling
- Job Listings
- Skills Needed
- Occupational Demand
- Marketing
- Recruitment
- Employer Services
- Job Development
- Employer Advisory Councils
- Employer Outreach Coordination
- Information on Eligible Training Providers
- Performance Outcomes
- Filing Claims for Unemployment Insurance
- Supportive Services
- Help in establishing eligibility for Welfare-to-Work (WtW) and Financial Aid
- Follow-up services for at least 12 months
- Occupational Skills Training;
- On-the-Job Training;
- Workplace Training combined with related instruction;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

A. The above named partner shall provide the following services as appropriate (please check):

1. Access to intensive and training services (including serving as the point of access to individual training accounts).
 - Occupational Skills Training;
 - On-the-Job Training;
 - Workplace Training combined with related instruction;
 - Training programs operated by the private sector;
 - Skill upgrading and retraining;

- Entrepreneurial training;
- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

2. Access to One-Stop partner programs and activities. Briefly describe.

N/A

3. Access to Wagner-Peyser services including:

- Job search
- Placement
- Recruitment
- Other labor exchange services

4. The Partner MAY also provide the following services:

- Access to customized screening and referral of qualified participants in training services to employment.
- Customized employment-related services to employers on a fee-for-service basis.
- Supportive services.
- Needs related payments.

6. Cost of above services funded by:

Riverside County Workforce Investment Board

B. The partner named above shall deliver the core services checked as appropriate, plus any intensive services, training, supportive services or other services listed and described below.

N/A

C. The partner named above expects to derive benefits from the one stop system as described below. The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

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

The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

D. IDENTIFICATION OF SHARED COSTS

The costs identified as shared are reflected below. The costs consist of operational expenses of the Riverside County One Stop System that are incurred by partners in the provision of integrated customer services within the Workforce Development Centers. The following are considered pooled or shared costs attributable to the operations of the centers:

- **Salaries and Benefits:** Costs contributed toward staff salaries and benefits.

Budgeted Costs	Expected Contribution
\$47,769	

- **Universal Access Services Space:** The space utilized by more than one partner in the delivery of integrated services to common customers. Costs are comprised of, reception, Career Resource Area, Skills Lab, Business Resources, staff meeting areas, break areas, customer service areas, storage areas, staff work areas, and restrooms. Rates paid for these areas also include utilities (gas and electric), security, janitorial and Day porter.

Budgeted Costs	Expected Contribution
\$1,800	

- **Telecommunication Services:** Telephone, data lines, Information Technology, and internet access services.

Budgeted Costs	Expected Contribution
\$2,840	

- **Universal Access Costs:** Costs of providing information in the Career Resource Areas of the WDCs, information on available employer services and on available training providers, marketing materials, subscriptions and labor market information.

Budgeted Costs	Expected Contribution
\$800	

- **Supplies and Equipment:** Costs of computers, fax machines, copiers, printers, and toner, equipment maintenance, and paper.

Budgeted Costs	Expected Contribution
\$3,000	

E. RESOURCE SHARING PLAN

Each Partner organization hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as contained in the Cost Allocation spreadsheet. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to reimburse any expenses incurred by another partner under this plan. The Partners agree to provide additional resources as required to fulfill their proportionate share of. Partners are not required to pay costs equal to amounts under each category so long as the total amount of proportionate share is satisfied. Costs will be reviewed annually to determine if modifications to the resource sharing plan are necessary.

F. MODIFICATION AND RECONCILIATION PROCESS

This RSA may be modified, revised or amended at any time by mutual written agreement of the Partners. _____ staff will maintain information from each Partner related to

(insert partner name)

the resources provided. This information will be submitted at least annually by each partner organization that provided resources during the previous year. Reconciliation of budget to actual expenditures will occur at least annually.

Attachment B

Mandatory One-Stop Programs and Partners

REQUIRED PROGRAM	PARTNER	On-site Full time	On-site Part time	Services By Referral
Formula Adult	Riverside County	X		
Formula DW	Riverside County	X		
Youth	Riverside County	Provided at Youth Opportunity Centers		
Job Corps	Cornerstone		X	
Native American	NICOA			X
Migrant & Seasonal Farm Workers	EDD	X		
Veterans Program	EDD	X		
Wagner Peyser	EDD	X		
Adult Education and Literacy	DUSD,RUSD	X (R)	X(I)	
Rehabilitation Act Parts A and B	Department of Rehabilitation		X	
WtW403(a)(5) SSA Title V Social Security	DPSS			X
Senior Community Service Employment	RC Office On Aging			X
Carl Perkins-Voc and Applied Tech Ed Act	RCC,MSJC,COD			X
Trade Adjustment Assistance Act NAFTA	EDD	X		
Transitional Adjustment Assistance Title II Trade Act 1974	EDD	X		
LVER/DVOP (Vets Services)	EDD	X		
Community Services Block Grant-Employment and Training Activities	No Funding in Riverside County			
HUD Employment and Training Activities	No Funding in Riverside County			
State Unemployment Programs	EDD	X		
Small Business (SB 293)				X

Attachment C
Additional Partner Assurances

Additional Partner Assurances shall only apply and be included for civil service partner agencies (i.e. state, federal, county).

N/A

WORKFORCE

*center
of Riverside County*

**COUNTY OF RIVERSIDE
WORKFORCE DEVELOPMENT BOARD**

**MEMORANDUM OF UNDERSTANDING WITH PARTNERS
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)
And Senate Bill (SB) 293**

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

PREAMBLE

This Memorandum of Understanding (MOU), made on the 30 day of June, 2009 is an operational agreement entered into by the Riverside County Workforce Development Board (WDB) and NICOA (Partner) to create a partnership to provide comprehensive, integrated workforce development services to businesses and jobseekers in the Local Workforce Investment Area (LWIA) in accordance with WIA, its implementing regulations and California Senate Bill 293.

WITNESSETH:

WHEREAS, the United States Congress has established the Workforce Investment Act of 1998 (WIA) (Public Law 105-220), which was signed into law July 7, 1998; and

WHEREAS, HR 1385 became law on August 7, 1998, establishing WIA as the national workforce investment system, and

WHEREAS, with the issuance of an Executive Order on October 10, 1999, the Governor enacted WIA in California, and

WHEREAS, California State Employment Development Department Directives, WIAD06-17 dated March 20, 2007, and WIAD06-21 dated June 29, 2007 provided guidance on implementation of the requirements of SB 293 whereby state and federally funded workforce programs will be fully integrated within the one-stop delivery system to achieve universal access to services;

NOW THEREFORE, it is mutually agreed as follows:

- I. **PARTNERSHIP PARTICIPATION:** To facilitate exchange of information and seamless operation, partners are expected to maintain a high level of communication. The following methods of participation will be required:
 - A. Attendance at monthly Partner Meetings. A designee with appropriate authority is to be present to act on behalf of the partner.
 - B. All partner staff will abide by the policies and procedures of the Workforce Development Center (WDC) related to general safety and behavior in the workplace.
 - C. Partners will use standardized WDC forms.
 - D. Partners will develop and use a collaborative marketing strategy informing job seekers, businesses, and the community at large about the services available through the Workforce Development Center. The following resources, as available, will be utilized to enhance coordinated marketing efforts:
 - Web Site Development
 - Public Information and Education
 - Speaker's Bureau
 - Brochures and Flyers
 - Commercial Air Time
 - Media Coverage
 - Public Television and Radio

- II. **SITE SUPERVISION.** WDB and Partners recognize that a number of practices and philosophies related to individual partners vary as a result of its unique organizational structure. These differences must be considered when unifying staff and services within the one-stop. Factors that must be considered are:
 - Differing pay scales for similar positions

- Functions for similar classifications among agencies, which may differ
- Off-site supervisors vs. site-based supervisors at the one-stop
- Union vs. Non-Union employees in similar classifications on site
- Hours of operation, including possible evening and weekend hours
- Varied legal holiday schedules
- Sharing of space, equipment, information, and materials

WDB and Partners agree to prior and specific agreements arrangements for supervision, addressing at a minimum the above issues, and modifying said practices over time in accordance with new or changing business or agency needs and requirements. Any such agreements will be attached and made part of this agreement by such attachment.

- III. **ONE-STOP PARTNERS:** The Workforce Investment Act (WIA) identifies mandatory One-Stop Partners as organizations that carry out programs or activities under programs authorized as defined under Section 121(b)(1)(A) of the Act and 20CFR Part 662.200, further in Section 121(b)(1)(B) of the Act, and 20CFR Part 662.210. Senate Bill (SB) 293 clarifies and adds small business development centers as required partners in those Local Workforce Investment Areas in which they exist. SB 293 further mandates that these state and federally funded workforce education, training, and employment programs be integrated in the one-stop delivery system to achieve universal access.
- IV. **ONE-STOP SYSTEM OVERSIGHT:** The Workforce Development Board, with the agreement of the chief elected official is authorized to designate or certify one-stop operators and to terminate for cause the eligibility of such operators. The Economic Development Agency is the One-Stop Operator in Riverside County. Multiple processes are in place to insure that the workforce system in Riverside County is providing quality services and fiscal accountability. Each year the State of California monitors program performance and fiscal processes. Each year the County Auditor controller performs an internal audit of fiscal processes. Every two years an independent audit firm performs the required OMB A-133 audit of the EDA financial records. The Workforce Development Agency monitors 8 Critical Measures on a monthly basis that include customer satisfaction, community involvement, and business engagement. In addition, an annual ADA compliance audit is completed and an annual self-assessment is completed using criteria based upon the Malcolm Baldrige standards.
- V. **TERM AND TERMINATION:** This MOU shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), by action of law, or in accordance with this section. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 180 calendar days in advance of the effective withdrawal date to the contact persons listed in section XXI. Partner Services and Signatures of this MOU.
- VI. **MODIFICATION:** This MOU may be modified, revised or amended at any time by mutual written agreement of the WDB and Partners.
- VII. **CROSS REFERRAL AGREEMENT:** For those Partners not co-located within the WDC, the WDB and Partners agree to receive referrals from and make referrals to the other Partners within the WDC system. A referral may be carried out with a written form, telephone call or email and will include the following elements:
- The customer will be given information about a Partner or other organization and its services, eligibility information, name, address, and hours of operation;
 - To the extent possible, and as requested, staff will assist the customer to make an appointment;
 - Staff will follow up with the customer or Partner organization to become aware of the results of the referral and utilize the services of the Partner in managing services with the customer.
 - To the extent possible, and as requested, staff will assist the customer by providing information and referral to supportive service assistance where available from Partner or other organization.
 - i. Cross-train their respective staff;
 - ii. Consider co-enrollment options and practices;
 - iii. Consider the effect of cross-referrals on mutual performance expectations;

- iv. Constantly improve the joint delivery of services to customers.
- v. If applicable, the (Resource Sharing Agreement Attachment A) shall describe the process for the immediate referral of individuals to training who have been unable to obtain or retain employment through provision of Core and Intensive Services.

VIII. ONE-STOP SYSTEM DESCRIPTION: The vision of the County of Riverside WDC One-Stop is built upon four guiding principles, which are the essence of the One-Stop delivery system. These principles should be the goals of all One-Stop delivery systems, and be reflected in the planning and implementation of operations. They are the guiding principles in the development of MOUs, and cannot be accomplished without partnerships based on trust, cooperation and collaboration. The four principles that guide the One-Stop delivery system are:

- **Integrated:** offers as many employment, training and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills.
- **Comprehensive:** a large array of useful information with wide and easy access to needed services.
- **Customer Focused:** the ability to support informed choice by providing a means for customers to judge the quality of these services.
- **Performance Based:** where clear outcomes to be achieved and methods for measuring the agreed-upon outcomes, including customer satisfaction, are identified.

IX. FUNDING FOR OPERATION OF THE SYSTEM: The One-Stop Operator(s) is/are responsible for costs associated with operation of the One-Stop WDC. The Resource Sharing Agreement (RSA) is included as Attachment A and outlines the partner's services provision and the anticipated revenue share. Annual reconciliation shall take place upon each anniversary of the MOU execution. Resource Sharing: The partners agree to share resources in accordance with the attached Resource Sharing Agreement. It is expressly understood that this MOU does not constitute a financial commitment, but rather an intent to commit specific resources in the future as the partners' allocations and budgets are known and the one-stop system evolves. The one stop system is a work in progress, and its costs and the partners' resource contributions will not remain static from month to month or from year to year. These funds may be generated by methods such as, but not limited to:

- Management Fees
- Lease Fees
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- Separate Funding Opportunities

X. DISPUTES: The partners shall first attempt to resolve all disputes informally. Any party may call a meeting of all partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Riverside County Workforce Development Board who shall place the dispute upon the agenda of a regular or special meeting of the WIB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute.

XI. ASSURANCES:

- A. WDB and Partners agree to comply with the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), and California Government Code Section 11135 et seq., as well as the regulations which implement these statutes, which prohibit discrimination on the basis of disability.
- B. WDB and Partners agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, or condition of physical or mental handicap.
- C. WDB and Partners agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

- D. WDB and Partners agree to honor confidentiality. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving or sharing information. As a condition of providing services at the Workforce Development Center, the partners shall adhere to the following:
- All client information will be treated with the strictest degree of confidentiality during and after involvement with the WDC.
 - Each partner shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees on a "need-to-know" basis only.
 - Each partner shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information.
 - This information will only be used in working with programs at WDC.
- E. The WDB and Partner assures that it has established, in accordance with section 184 of the WIA, fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds provided to the local board through the allotments made under sections 127 and 132. [WIA, Section 112(b)(11)]
- F. The WDB and Partner assures that it has implemented the uniform administrative requirements referred to in WIA, Section 184 (a) (3).
- G. The WDB and Partner assures that no funds received under WIA will be used to assist, promote, or deter union organizing [WIA, Section 181(b)(7)]
- H. The WDB and Partner assure that it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIA, Section 188.
- I. The WDB and Partner will comply with future State Workforce Investment Board policies and guidelines, legislative mandates, or other provisions as may be required under federal law or policy, including the Workforce Investment Act of 1998 or state legislation.

XII. ATTACHMENTS: The following attachments are included in this MOU.

- A. Resource Sharing Agreement
- B. Mandatory One-Stop Program Partner Grid
- C. Additional Partner Assurances
- D. Memorandum of Operations (MOO) (The MOO only applies to fully integrated partners).

XIII. PARTNER SERVICES AND SIGNATURES: The individuals signing this MOU have the authority to commit the party they represent to the terms of this agreement, and do so by signing:

For the RIVERSIDE COUNTY WORKFORCE DEVELOPMENT BOARD:

1151 Spruce Street
Riverside, CA 92507

Ricardo Olalde, Workforce Development Board Chairman

Contact person and Title

Ricardo Olalde

Signature

8-19-09

Date

(951) 955-3100 / (951) 955-3131

Telephone number / Facsimile number

rolalde@rivcoeda.org

E-mail address

ONE-STOP PARTNER INFORMATION:

National Indian Council on Aging, Inc.

Partner Name

10501 Montgomery Blvd NE, Suite 210 Albuquerque, NM 87111

Address

Randella J. Bluehouse, Executive Director

Contact person and Title

Randella Bluehouse

Signature

6/29/09

Date

(505) 292-2001 (505) 292-1922

Telephone number / Facsimile number

rbluehouse@nicod.org

E-mail address

Attachment A

RIVERSIDE COUNTY WORKFORCE INVESTMENT AREA
RESOURCE SHARING AGREEMENT (RSA)

The _____ agrees to contribute to the
(Insert WDC partner name and acronym)
delivery of the following core services in the local one-stop system:

The above named partner shall provide the following services as appropriate (please check):

- WIA Title I Eligibility Determination
- Outreach, Intake (worker profiling), and Orientation
- Initial Assessment
- Job Search
- Placement Assistance
- Career Counseling
- Job Listings
- Skills Needed
- Occupational Demand
- Marketing
- Recruitment
- Employer Services
- Job Development
- Employer Advisory Councils
- Employer Outreach Coordination
- Information on Eligible Training Providers
- Performance Outcomes
- Filing Claims for Unemployment Insurance
- Supportive Services
- Help in establishing eligibility for Welfare-to-Work (WtW) and Financial Aid
- Follow-up services for at least 12 months
- Occupational Skills Training;
- On-the-Job Training;
- Workplace Training combined with related instruction;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

A. The above named partner shall provide the following services as appropriate (please check):

1. Access to intensive and training services (including serving as the point of access to individual training accounts).
 - Occupational Skills Training;
 - On-the-Job Training;
 - Workplace Training combined with related instruction;
 - Training programs operated by the private sector;
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- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

2. Access to One-Stop partner programs and activities. Briefly describe.

3. Access to Wagner-Peyser services including:

- Job search
- Placement
- Recruitment
- Other labor exchange services

4. The Partner MAY also provide the following services:

- Access to customized screening and referral of qualified participants in training services to employment.
- Customized employment-related services to employers on a fee-for-service basis.
- Supportive services.
- Needs related payments.

6. Cost of above services funded by:

B. The partner named above shall deliver the core services checked as appropriate, plus any intensive services, training, supportive services or other services listed and described below.

C. The partner named above expects to derive benefits from the one stop system as described below. The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

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

The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

D. IDENTIFICATION OF SHARED COSTS

The costs identified as shared are reflected below. The costs consist of operational expenses of the Riverside County One Stop System that are incurred by partners in the provision of integrated customer services within the Workforce Development Centers. The following are considered pooled or shared costs attributable to the operations of the centers:

- **Salaries and Benefits:** Costs contributed toward staff salaries and benefits.

Budgeted Costs	Expected Contribution

- **Universal Access Services Space:** The space utilized by more than one partner in the delivery of integrated services to common customers. Costs are comprised of; reception, Career Resource Area, Skills Lab, Business Resources, staff meeting areas, break areas, customer service areas, storage areas, staff work areas, and restrooms. Rates paid for these areas also include utilities (gas and electric), security, janitorial and Day porter.

Budgeted Costs	Expected Contribution

- **Telecommunication Services:** Telephone, data lines, Information Technology, and internet access services.

Budgeted Costs	Expected Contribution

- **Universal Access Costs:** Costs of providing information in the Career Resource Areas of the WDCs, information on available employer services and on available training providers, marketing materials, subscriptions and labor market information.

Budgeted Costs	Expected Contribution

- **Supplies and Equipment:** Costs of computers, fax machines, copiers, printers, and toner, equipment maintenance, and paper.

Budgeted Costs	Expected Contribution

E. RESOURCE SHARING PLAN

Each Partner organization hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as contained in the Cost Allocation spreadsheet. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to reimburse any expenses incurred by another partner under this plan. The Partners agree to provide additional resources as required to fulfill their proportionate share of. Partners are not required to pay costs equal to amounts under each category so long as the total amount of proportionate share is satisfied. Costs will be reviewed annually to determine if modifications to the resource sharing plan are necessary.

F. MODIFICATION AND RECONCILIATION PROCESS

This RSA may be modified, revised or amended at any time by mutual written agreement of the Partners. _____ staff will maintain information from each Partner related to

(insert partner name)

the resources provided. This information will be submitted at least annually by each partner organization that provided resources during the previous year. Reconciliation of budget to actual expenditures will occur at least annually.

Attachment B

Mandatory One-Stop Programs and Partners

REQUIRED PROGRAM	PARTNER	On-site Full time	On-site Part time	Services By Referral
Formula Adult	Riverside County	X		
Formula DW	Riverside County	X		
Youth	Riverside County	Provided at Youth Opportunity Centers		
Job Corps	Cornerstone		X	
Native American	NICOA			X
Migrant & Seasonal Farm Workers	EDD	X		
Veterans Program	EDD	X		
Wagner Peyser	EDD	X		
Adult Education and Literacy	DUSD,RUSD	X (R)	X(I)	
Rehabilitation Act Parts A and B	Department of Rehabilitation		X	
WtW403(a)(5) SSA Title V Social Security	DPSS			X
Senior Community Service Employment	RC Office On Aging			X
Carl Perkins-Voc and Applied Tech Ed Act	RCC,MSJC,COD			X
Trade Adjustment Assistance Act NAFTA	EDD	X		
Transitional Adjustment Assistance Title II Trade Act 1974	EDD	X		
LVER/DVOP (Vets Services	EDD	X		
Community Services Block Grant-Employment and Training Activities	No Funding in Riverside County			
HUD Employment and Training Activities	No Funding in Riverside County			
State Unemployment Programs	EDD	X		
Small Business (SB 293)				X

Attachment C
Additional Partner Assurances

Additional Partner Assurances shall only apply and be included for civil service partner agencies (i.e. state, federal, county).



**COUNTY OF RIVERSIDE
WORKFORCE DEVELOPMENT BOARD**

**MEMORANDUM OF UNDERSTANDING WITH PARTNERS
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)
And Senate Bill (SB) 293**

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

PREAMBLE

This Memorandum of Understanding (MOU), made on the 18th day of May, 2009 is an operational agreement entered into by the Riverside County Workforce Development Board (WDB) and Riverside County Office on Aging (Partner) to create a partnership to provide comprehensive, integrated workforce development services to businesses and jobseekers in the Local Workforce Investment Area (LWIA) in accordance with WIA, its implementing regulations and California Senate Bill 293.

WITNESSETH:

WHEREAS, the United States Congress has established the Workforce Investment Act of 1998 (WIA) (Public Law 105-220), which was signed into law July 7, 1998; and

WHEREAS, HR 1385 became law on August 7, 1998, establishing WIA as the national workforce investment system, and

WHEREAS, with the issuance of an Executive Order on October 10, 1999, the Governor enacted WIA in California, and

WHEREAS, California State Employment Development Department Directives, WIAD06-17 dated March 20, 2007, and WIAD06-21 dated June 29, 2007 provided guidance on implementation of the requirements of SB 293 whereby state and federally funded workforce programs will be fully integrated within the one-stop delivery system to achieve universal access to services;

NOW THEREFORE, it is mutually agreed as follows:

- I. **PARTNERSHIP PARTICIPATION:** To facilitate exchange of information and seamless operation, partners are expected to maintain a high level of communication. The following methods of participation will be required:
 - A. Attendance at monthly Partner Meetings. A designee with appropriate authority is to be present to act on behalf of the partner.
 - B. All partner staff will abide by the policies and procedures of the Workforce Development Center (WDC) related to general safety and behavior in the workplace.
 - C. Partners will use standardized WDC forms.
 - D. Partners will develop and use a collaborative marketing strategy informing job seekers, businesses, and the community at large about the services available through the Workforce Development Center. The following resources, as available, will be utilized to enhance coordinated marketing efforts:
 - Web Site Development
 - Public Information and Education
 - Speaker's Bureau
 - Brochures and Flyers
 - Commercial Air Time
 - Media Coverage
 - Public Television and Radio

- II. **SITE SUPERVISION.** WDB and Partners recognize that a number of practices and philosophies related to individual partners vary as a result of its unique organizational structure. These differences must be considered when unifying staff and services within the one-stop. Factors that must be considered are:
 - Differing pay scales for similar positions
 - Functions for similar classifications among agencies, which may differ
 - Off-site supervisors vs. site-based supervisors at the one-stop

- Union vs. Non-Union employees in similar classifications on site
- Hours of operation, including possible evening and weekend hours
- Varied legal holiday schedules
- Sharing of space, equipment, information, and materials

WDB and Partners agree to prior and specific agreements arrangements for supervision, addressing at a minimum the above issues, and modifying said practices over time in accordance with new or changing business or agency needs and requirements. Any such agreements will be attached and made part of this agreement by such attachment.

- III. **ONE-STOP PARTNERS:** The Workforce Investment Act (WIA) identifies mandatory One-Stop Partners as organizations that carry out programs or activities under programs authorized as defined under Section 121(b)(1)(A) of the Act and 20CFR Part 662.200, further in Section 121(b)(1)(B) of the Act, and 20CFR Part 662.210. Senate Bill (SB) 293 clarifies and adds small business development centers as required partners in those Local Workforce Investment Areas in which they exist. SB 293 further mandates that these state and federally funded workforce education, training, and employment programs be integrated in the one-stop delivery system to achieve universal access.
- IV. **ONE-STOP SYSTEM OVERSIGHT:** The Workforce Development Board, with the agreement of the chief elected official is authorized to designate or certify one-stop operators and to terminate for cause the eligibility of such operators. The Economic Development Agency is the One-Stop Operator in Riverside County. Multiple processes are in place to insure that the workforce system in Riverside County is providing quality services and fiscal accountability. Each year the State of California monitors program performance and fiscal processes. Each year the County Auditor controller performs an internal audit of fiscal processes. Every two years an independent audit firm performs the required OMB A-133 audit of the EDA financial records. The Workforce Development Agency monitors 8 Critical Measures on a monthly basis that include customer satisfaction, community involvement, and business engagement. In addition, an annual ADA compliance audit is completed and an annual self-assessment is completed using criteria based upon the Malcolm Baldrige standards.
- V. **TERM AND TERMINATION:** This MOU shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), by action of law, or in accordance with this section. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 180 calendar days in advance of the effective withdrawal date to the contact persons listed in section XXI. Partner Services and Signatures of this MOU.
- VI. **MODIFICATION:** This MOU may be modified, revised or amended at any time by mutual written agreement of the WDB and Partners.
- VII. **CROSS REFERRAL AGREEMENT:** For those Partners not co-located within the WDC, the WDB and Partners agree to receive referrals from and make referrals to the other Partners within the WDC system. A referral may be carried out with a written form, telephone call or email and will include the following elements:
- The customer will be given information about a Partner or other organization and its services, eligibility information, name, address, and hours of operation;
 - To the extent possible, and as requested, staff will assist the customer to make an appointment;
 - Staff will follow up with the customer or Partner organization to become aware of the results of the referral and utilize the services of the Partner in managing services with the customer.
 - To the extent possible, and as requested, staff will assist the customer by providing information and referral to supportive service assistance where available from Partner or other organization.
 - i. Cross-train their respective staff;
 - ii. Consider co-enrollment options and practices;
 - iii. Consider the effect of cross-referrals on mutual performance expectations;
 - iv. Constantly improve the joint delivery of services to customers.
 - v. If applicable, the (Resource Sharing Agreement Attachment A) shall describe the process for the immediate referral of individuals to training who have been unable to obtain or retain employment through provision of Core and Intensive Services.
- VIII. **ONE-STOP SYSTEM DESCRIPTION:** The vision of the County of Riverside WDC One-Stop is built upon four guiding principles, which are the essence of the One-Stop delivery system. These principles should be the goals

of all One-Stop delivery systems, and be reflected in the planning and implementation of operations. They are the guiding principles in the development of MOUs, and cannot be accomplished without partnerships based on trust, cooperation and collaboration. The four principles that guide the One-Stop delivery system are:

- **Integrated:** offers as many employment, training and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills.
- **Comprehensive:** a large array of useful information with wide and easy access to needed services.
- **Customer Focused:** the ability to support informed choice by providing a means for customers to judge the quality of these services.
- **Performance Based:** where clear outcomes to be achieved and methods for measuring the agreed-upon outcomes, including customer satisfaction, are identified.

IX. FUNDING FOR OPERATION OF THE SYSTEM: The One-Stop Operator(s) is/are responsible for costs associated with operation of the One-Stop WDC. The Resource Sharing Agreement (RSA) is included as Attachment A and outlines the partner's services provision and the anticipated revenue share. Annual reconciliation shall take place upon each anniversary of the MOU execution. Resource Sharing: The partners agree to share resources in accordance with the attached Resource Sharing Agreement. It is expressly understood that this MOU does not constitute a financial commitment, but rather an intent to commit specific resources in the future as the partners' allocations and budgets are known and the one-stop system evolves. The one stop system is a work in progress, and its costs and the partners' resource contributions will not remain static from month to month or from year to year. These funds may be generated by methods such as, but not limited to:

- Management Fees
- Lease Fees
- Separate Financial Agreements
- Separate Funding Opportunities

X. DISPUTES: The partners shall first attempt to resolve all disputes informally. Any party may call a meeting of all partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Riverside County Workforce Development Board who shall place the dispute upon the agenda of a regular or special meeting of the WIB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute.

XI. ASSURANCES:

- A. WDB and Partners agree to comply with the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), and California Government Code Section 11135 et seq., as well as the regulations which implement these statutes, which prohibit discrimination on the basis of disability.
- B. WDB and Partners agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, or condition of physical or mental handicap.
- C. WDB and Partners agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- D. WDB and Partners agree to honor confidentiality. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving or sharing information. As a condition of providing services at the Workforce Development Center, the partners shall adhere to the following:
 - All client information will be treated with the strictest degree of confidentiality during and after involvement with the WDC.
 - Each partner shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees on a "need-to-know" basis only.
 - Each partner shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information.
 - This information will only be used in working with programs at WDC.

- E. The WDB and Partner assures that it has established, in accordance with section 184 of the WIA, fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds provided to the local board through the allotments made under sections 127 and 132. [WIA, Section 112(b)(11)]
- F. The WDB and Partner assures that it has implemented the uniform administrative requirements referred to in WIA, Section 184 (a) (3).
- G. The WDB and Partner assures that no funds received under WIA will be used to assist, promote, or deter union organizing [WIA, Section 181(b)(7)]
- H. The WDB and Partner assure that it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIA, Section 188.
- I. The WDB and Partner will comply with future State Workforce Investment Board policies and guidelines, legislative mandates, or other provisions as may be required under federal law or policy, including the Workforce Investment Act of 1998 or state legislation.

XII. ATTACHMENTS: The following attachments are included in this MOU.

- A. Resource Sharing Agreement
- B. Mandatory One-Stop Program Partner Grid
- C. Additional Partner Assurances
- D. Memorandum of Operations (MOO) (The MOO only applies to fully integrated partners).

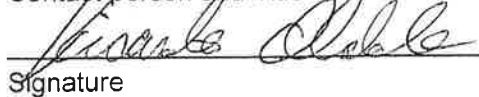
XIII. PARTNER SERVICES AND SIGNATURES: The individuals signing this MOU have the authority to commit the party they represent to the terms of this agreement, and do so by signing:

For the RIVERSIDE COUNTY WORKFORCE DEVELOPMENT BOARD:

1151 Spruce Street
Riverside, CA 92507

Ricardo Olalde, Workforce Development Board Chairman

Contact person and Title



Signature

6-29-09

Date

(951) 955-3100 / (951) 955-3131

Telephone number / Facsimile number

rolalde@rivcoeda.org

E-mail address

ONE-STOP PARTNER INFORMATION:

Riverside County Office on Aging

Partner Name:

6296 Rivercrest Drive #K Riverside, CA 92507-0738

Address:

Ed Walsh, Director

Contact person and Title:



Signature

5/18/09

Date

(951) 867-3800

(951) 867-3830

Telephone number / Facsimile number

Ewalsh@co.riverside.ca.us

E-mail address:

Attachment A

RIVERSIDE COUNTY WORKFORCE INVESTMENT AREA
RESOURCE SHARING AGREEMENT (RSA)

The Riverside County Office on Aging agrees to contribute to the
(insert WDC partner name and acronym)
delivery of the following core services in the local one-stop system:

The above named partner shall provide the following services as appropriate (please check):

- WIA Title I Eligibility Determination
- Outreach, Intake (worker profiling), and Orientation
- Initial Assessment
- Job Search
- Placement Assistance
- Career Counseling
- Job Listings
- Skills Needed
- Occupational Demand
- Marketing
- Recruitment
- Employer Services
- Job Development
- Employer Advisory Councils
- Employer Outreach Coordination
- Information on Eligible Training Providers
- Performance Outcomes
- Filing Claims for Unemployment Insurance
- Supportive Services
- Help in establishing eligibility for Welfare-to-Work (WtW) and Financial Aid
- Follow-up services for at least 12 months
- Occupational Skills Training;
- On-the-Job Training;
- Workplace Training combined with related instruction;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

A. The above named partner shall provide the following services as appropriate (please check):

1. Access to intensive and training services (including serving as the point of access to individual training accounts).
 - Occupational Skills Training;
 - On-the-Job Training;
 - Workplace Training combined with related instruction;
 - Training programs operated by the private sector;
 - Skill upgrading and retraining;

- Entrepreneurial training;
- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

2. Access to One-Stop partner programs and activities. Briefly describe. N/A

3. Access to Wagner-Peyser services including:

- Job search
- Placement
- Recruitment
- Other labor exchange services

4. The Partner MAY also provide the following services:

- Access to customized screening and referral of qualified participants in training services to employment.
- Customized employment-related services to employers on a fee-for-service basis.
- Supportive services.
- Needs related payments.

6. Cost of above services funded by: Riverside County Office on Aging Senior Employment Program

B. The partner named above shall deliver the core services checked as appropriate, plus any intensive services, training, supportive services or other services listed and described below.

C. The partner named above expects to derive benefits from the one stop system as described below. The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

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

The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

D. IDENTIFICATION OF SHARED COSTS

The costs identified as shared are reflected below. The costs consist of operational expenses of the Riverside County One Stop System that are incurred by partners in the provision of integrated customer services within the Workforce Development Centers. The following are considered pooled or shared costs attributable to the operations of the centers:

- **Salaries and Benefits:** Costs contributed toward staff salaries and benefits.

Budgeted Costs	Expected Contribution
\$9690	n/a

- **Universal Access Services Space:** The space utilized by more than one partner in the delivery of integrated services to common customers. Costs are comprised of; reception, Career Resource Area, Skills Lab, Business Resources, staff meeting areas, break areas, customer service areas, storage areas, staff work areas, and restrooms. Rates paid for these areas also include utilities (gas and electric), security, janitorial and Day porter.

Budgeted Costs	Expected Contribution
n/a	n/a

- **Telecommunication Services:** Telephone, data lines, Information Technology, and internet access services.

Budgeted Costs	Expected Contribution
n/a	n/a

- **Universal Access Costs:** Costs of providing information in the Career Resource Areas of the WDCs, information on available employer services and on available training providers, marketing materials, subscriptions and labor market information.

Budgeted Costs	Expected Contribution
n/a	n/a

- **Supplies and Equipment:** Costs of computers, fax machines, copiers, printers, and toner, equipment maintenance, and paper.

Budgeted Costs	Expected Contribution
n/a	n/a

E. RESOURCE SHARING PLAN

Each Partner organization hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as contained in the Cost Allocation spreadsheet. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to reimburse any expenses incurred by another partner under this plan. The Partners agree to provide additional resources as required to fulfill their proportionate share of. Partners are not required to pay costs equal to amounts under each category so long as the total amount of proportionate share is satisfied. Costs will be reviewed annually to determine if modifications to the resource sharing plan are necessary.

F. MODIFICATION AND RECONCILIATION PROCESS

This RSA may be modified, revised or amended at any time by mutual written agreement of the Partners. Riverside County Office on Aging staff will maintain information from each Partner related to *(insert partner name)* the resources provided. This information will be submitted at least annually by each partner organization that provided resources during the previous year. Reconciliation of budget to actual expenditures will occur at least annually.

Attachment B

Mandatory One-Stop Programs and Partners

REQUIRED PROGRAM	PARTNER	On-site Full time	On-site Part time	Services By Referral
Formula Adult	Riverside County	X		
Formula DW	Riverside County	X		
Youth	Riverside County	Provided at Youth Opportunity Centers		
Job Corps	Cornerstone		X	
Native American	NICOA			X
Migrant & Seasonal Farm Workers	EDD	X		
Veterans Program	EDD	X		
Wagner Peyser	EDD	X		
Adult Education and Literacy	DUSD,RUSD	X (R)	X(I)	
Rehabilitation Act Parts A and B	Department of Rehabilitation		X	
WtW403(a)(5) SSA Title V Social Security	DPSS			X
Senior Community Service Employment	RC Office On Aging			X
Carl Perkins-Voc and Applied Tech Ed Act	RCC,MSJC,COD			X
Trade Adjustment Assistance Act NAFTA	EDD	X		
Transitional Adjustment Assistance Title II Trade Act 1974	EDD	X		
LVER/DVOP (Vets Services	EDD	X		
Community Services Block Grant-Employment and Training Activities	No Funding in Riverside County			
HUD Employment and Training Activities	No Funding in Riverside County			
State Unemployment Programs	EDD	X		
Small Business (SB 293)				X

Attachment C
Additional Partner Assurances

Additional Partner Assurances shall only apply and be included for civil service partner agencies (i.e. state, federal, county).



**COUNTY OF RIVERSIDE
WORKFORCE DEVELOPMENT BOARD**

**MEMORANDUM OF UNDERSTANDING WITH PARTNERS
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)
And Senate Bill (SB) 293**

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

PREAMBLE

This Memorandum of Understanding (MOU), made on the 1st day of July, 2009 is an operational agreement entered into by the Riverside County Workforce Development Board (WDB) and EDD (Partner) to create a partnership to provide comprehensive, integrated workforce development services to businesses and jobseekers in the Local Workforce Investment Area (LWIA) in accordance with WIA, its implementing regulations and California Senate Bill 293.

WITNESSETH:

WHEREAS, the United States Congress has established the Workforce Investment Act of 1998 (WIA) (Public Law 105-220), which was signed into law July 7, 1998; and

WHEREAS, HR 1385 became law on August 7, 1998, establishing WIA as the national workforce investment system, and

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- G. The WDB and Partner assures that no funds received under WIA will be used to assist, promote, or deter union organizing [WIA, Section 181(b)(7)]
- H. The WDB and Partner assure that it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIA, Section 188.
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XII. ATTACHMENTS: The following attachments are included in this MOU.

- A. Resource Sharing Agreement
- B. Mandatory One-Stop Program Partner Grid
- C. Additional Partner Assurances
- D. Memorandum of Operations (MOO) (The MOO only applies to fully integrated partners).

XIII. PARTNER SERVICES AND SIGNATURES: The individuals signing this MOU have the authority to commit the party they represent to the terms of this agreement, and do so by signing:

For the RIVERSIDE COUNTY WORKFORCE DEVELOPMENT BOARD:

1151 Spruce Street
Riverside, CA 92507

Ricardo Olalde, Workforce Development Board Chairman

Contact person and Title

Ricardo Olalde
Signature

10-21-2009

Date

(951) 955-3100 / (951) 955-3131

Telephone number / Facsimile number

rolalde@rivcoeda.org

E-mail address

ONE-STOP PARTNER INFORMATION:

Employment Development Department, Workforce Serv.

Partner Name

1151 Spruce St. Riverside, CA 92507

Address

Thomas Flournoy, Cluster Manager

Contact person and Title

Thomas Flournoy
Signature

10-14-2009

Date

951/955-2316 / 951-955-2220

Telephone number / Facsimile number

thomas.flournoy@edd.ca.gov

E-mail address

Attachment A

RIVERSIDE COUNTY WORKFORCE INVESTMENT AREA
RESOURCE SHARING AGREEMENT (RSA)

The Employment Development Department (EDD) agrees to contribute to the delivery of the following core services in the local one-stop system:
(insert WDC partner name and acronym)

The above named partner shall provide the following services as appropriate (please check):

- WIA Title I Eligibility Determination
- Outreach, Intake (worker profiling), and Orientation
- Initial Assessment
- Job Search
- Placement Assistance
- Career Counseling
- Job Listings
- Skills Needed
- Occupational Demand
- Marketing
- Recruitment
- Employer Services
- Job Development
- Employer Advisory Councils
- Employer Outreach Coordination
- Information on Eligible Training Providers
- Performance Outcomes
- Filing Claims for Unemployment Insurance
- Supportive Services
- Help in establishing eligibility for Welfare-to-Work (WtW) and Financial Aid
- Follow-up services for at least 12 months
- Occupational Skills Training;
- On-the-Job Training;
- Workplace Training combined with related instruction;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

A. The above named partner shall provide the following services as appropriate (please check):

1. Access to intensive and training services (including serving as the point of access to individual training accounts).
 - Occupational Skills Training;
 - On-the-Job Training;
 - Workplace Training combined with related instruction;
 - Training programs operated by the private sector;
 - Skill upgrading and retraining;

- Entrepreneurial training;
- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

2. Access to One-Stop partner programs and activities. Briefly describe.

Partners currently trained and have access to CALJOBS, ECMS, and PASS

3. Access to Wagner-Peyser services including:

- Job search
- Placement
- Recruitment
- Other labor exchange services

4. The Partner MAY also provide the following services:

- Access to customized screening and referral of qualified participants in training services to employment.
- Customized employment-related services to employers on a fee-for-service basis.
- Supportive services.
- Needs related payments.

6. Cost of above services funded by:

All core services, except Worker Profiling, Wagner-Peyser Funds (205) (Discretionary & non-discretionary funds) Unemployment Insurance Funds (210) Worker Profiling

B. The partner named above shall deliver the core services checked as appropriate, plus any intensive services, training, supportive services or other services listed and described below.

C. The partner named above expects to derive benefits from the one stop system as described below.

The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

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

The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

D. IDENTIFICATION OF SHARED COSTS

The costs identified as shared are reflected below. The costs consist of operational expenses of the Riverside County One Stop System that are incurred by partners in the provision of integrated customer services within the Workforce Development Centers. The following are considered pooled or shared costs attributable to the operations of the centers:

- **Salaries and Benefits:** Costs contributed toward staff salaries and benefits.

Budgeted Costs	Expected Contribution

- **Universal Access Services Space:** The space utilized by more than one partner in the delivery of integrated services to common customers. Costs are comprised of; reception, Career Resource Area, Skills Lab, Business Resources, staff meeting areas, break areas, customer service areas, storage areas, staff work areas, and restrooms. Rates paid for these areas also include utilities (gas and electric), security, janitorial and Day porter.

Budgeted Costs	Expected Contribution

- **Telecommunication Services:** Telephone, data lines, Information Technology, and internet access services.

Budgeted Costs	Expected Contribution

- **Universal Access Costs:** Costs of providing information in the Career Resource Areas of the WDCs, information on available employer services and on available training providers, marketing materials, subscriptions and labor market information.

Budgeted Costs	Expected Contribution

- **Supplies and Equipment:** Costs of computers, fax machines, copiers, printers, and toner, equipment maintenance, and paper.

Budgeted Costs	Expected Contribution

E. RESOURCE SHARING PLAN

Each Partner organization hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as contained in the Cost Allocation spreadsheet. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to reimburse any expenses incurred by another partner under this plan. The Partners agree to provide additional resources as required to fulfill their proportionate share of. Partners are not required to pay costs equal to amounts under each category so long as the total amount of proportionate share is satisfied. Costs will be reviewed annually to determine if modifications to the resource sharing plan are necessary.

F. MODIFICATION AND RECONCILIATION PROCESS

This RSA may be modified, revised or amended at any time by mutual written agreement of the Partners. EDS staff will maintain information from each Partner related to

(insert partner name) the resources provided. This information will be submitted at least annually by each partner organization that provided resources during the previous year. Reconciliation of budget to actual expenditures will occur at least annually.

Cost Allocation Detail Sheet
State Fiscal Year 2009-10

Field Office: Riverside Workforce Development Center (WDC)

STAFFING REQUIREMENTS:

<u>Class Title</u>	<u>Class Code</u>	<u>Annual Salary</u>	<u>PYs</u>	<u>Personnel Services Costs</u>
Employment Program Mgr. III	9198	\$ 66,480	1.0	\$ 66,480
Employment Program Mgr. II	9197	\$ 59,964	0.0	\$ -
Employment Program Mgr. I	9189	\$ 53,688	1.0	\$ 53,688
Employment Development Spec. II	9216	\$ 52,368	0.0	\$ -
Employment Development Spec. I	9204	\$ 51,204	0.0	\$ -
Job Agent	9155	\$ 49,668	0.0	\$ -
Employment Program Sup. I	9190	\$ 46,512	0.0	\$ -
Business Services Officer I	4720	\$ 46,200	0.0	\$ -
Employment Program Rep.	9194	\$ 42,288	17.0	\$ 718,896
Employment Program Tech	9231	\$ 32,700	0.0	\$ -
Office Technician (Typing)	1139	\$ 33,084	0.0	\$ -
Office Assistant	1379	\$ 30,120	0.0	\$ -
Custodian	2011	\$ 26,844	0.0	\$ -
Student Assistant	4870	\$ 9,612	1.0	\$ 9,612
Youth Aide	9991	\$ 6,745	0.0	\$ -
Bilingual Pay		\$ 1,200	7.0	\$ 8,400
Sub-Total				\$ 857,076 (B)

WS Branch CO and Management (12.38% of (B))				\$ 10,611
Includes: Dep Dir, Div Chief, EDA, WSDCO direct charge staff				
Sub-Total				\$ 867,687 (C)

Personnel Benefits (Federal Rate 46.99% of (C)) \$ 407,726

Administrative Staff and Technical (AS&T) ((A) multiplied by \$8,839 per PY)				\$ 238,653
Total Personnel Services and Benefits				\$ 1,514,066

Operating Expenses & Equipment (OE&E)

Allocated OE&E (\$13,301 x (A)) \$ 359,127

Includes: utilities, postage, consultant contracts, printing and binding, DP and non DP equipment purchase and maintenance, software purchase and maintenance, pro rata, and SWCAP

Direct OE&E per position (\$1,127 x (A)) \$ 30,429

Includes: supplies, training, and travel

Cost Center Specific OE&E

Rent/Leases	(mo. cost per sq. foot)	\$ 1.25	(# of sq. feet)	5,993.00	\$ 89,895
Telephones	(mo. cost per line)	\$ 45.04	(# of lines)	28	\$ 15,133
HHSDC/CalJOBS SM	(cost per computer)	\$ 408.00	(# of computers)	19	\$ 93,024

Total OE&E \$ 587,608

COST ALLOCATION TOTAL \$ 2,101,674

* In order to reflect the Governor's mandated furlough program, annual salary costs have been reduced by 13.86% for State Fiscal Year (SFY) 2009-10, therefore personnel services costs will reflect a savings in SFY 2009-10. According to the Governor's Executive Order S-13-09, the mandated furlough program will end effective June 30, 2010. As a result annual salary costs in SFY 2010-11 will be restored to pre-furlough levels.

Cost Allocation Detail Sheet
State Fiscal Year 2009-10

Field Office: Hemet Workforce Development Center (WDC)

STAFFING REQUIREMENTS:

<u>Class Title</u>	<u>Class Code</u>	<u>Annual Salary</u>	<u>PYs</u>	<u>Personnel Services Costs</u>
Employment Program Mgr. III	9198	\$ 66,480	0.0	\$ -
Employment Program Mgr. II	9197	\$ 59,964	0.0	\$ -
Employment Program Mgr. I	9189	\$ 53,688	1.0	\$ 53,688
Employment Development Spec. II	9216	\$ 52,368	0.0	\$ -
Employment Development Spec. I	9204	\$ 51,204	0.0	\$ -
Job Agent	9155	\$ 49,668	0.0	\$ -
Employment Program Sup. I	9190	\$ 46,512	0.0	\$ -
Business Services Officer I	4720	\$ 46,200	0.0	\$ -
Employment Program Rep.	9194	\$ 42,288	8.0	\$ 338,304
Employment Program Tech	9231	\$ 32,700	0.0	\$ -
Office Technician (Typing)	1139	\$ 33,084	0.0	\$ -
Office Assistant	1379	\$ 30,120	0.0	\$ -
Custodian	2011	\$ 26,844	0.0	\$ -
Student Assistant	4870	\$ 9,612	0.0	\$ -
Youth Aide	9991	\$ 6,745	0.0	\$ -
Bilingual Pay		\$ 1,200	4.0	\$ 4,800
Sub-Total				13.0 (A) \$ 396,792 (B)

WS Branch CO and Management (12.38% of (B))

Includes: Dep Dir, Div Chief, EDA, WSDCO direct charge staff	\$ 4,912
Sub-Total	\$ 401,704 (C)

Personnel Benefits (Federal Rate 46.99% of (C)) \$ 188,761

Administrative Staff and Technical (AS&T) ((A) multiplied by \$8,839 per PY)	\$ 114,907
Total Personnel Services and Benefits	\$ 705,372

Operating Expenses & Equipment (OE&E)

Allocated OE&E (\$13,301 x (A)) \$ 172,913

Includes: utilities, postage, consultant contracts, printing and binding, DP and non DP equipment purchase and maintenance, software purchase and maintenance, pro rata, and SWCAP

Direct OE&E per position (\$1,127 x (A)) \$ 14,651

Includes: supplies, training, and travel

Cost Center Specific OE&E

Rent/Leases	(mo. cost per sq. foot)	\$ 1.33	(# of sq. feet)	5,711.00	\$ 91,148
Telephones	(mo. cost per line)	\$ 21.00	(# of lines)	16	\$ 4,032
HHSDC/CalJOBS SM	(cost per computer)	\$ 408.00	(# of computers)	8	\$ 39,168

Total OE&E	\$ 321,912
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COST ALLOCATION TOTAL \$ 1,027,284

* In order to reflect the Governor's mandated furlough program, annual salary costs have been reduced by 13.86% for State Fiscal Year (SFY) 2009-10, therefore personnel services costs will reflect a savings in SFY 2009-10. According to the Governor's Executive Order S-13-09, the mandated furlough program will end effective June 30, 2010. As a result annual salary costs in SFY 2010-11 will be restored to pre-furlough levels.

Cost Allocation Detail Sheet
State Fiscal Year 2009-10

Field Office: Indio Workforce Development Center (WDC)

STAFFING REQUIREMENTS:

Class Title	Class Code	Annual Salary	PYs	Personnel Services Costs
Employment Program Mgr. III	9198	\$ 66,480	0.0	\$ -
Employment Program Mgr. II	9197	\$ 59,964	1.0	\$ 59,964
Employment Program Mgr. I	9189	\$ 53,688	1.0	\$ 53,688
Employment Development Spec. II	9216	\$ 52,368	0.0	\$ -
Employment Development Spec. I	9204	\$ 51,204	0.0	\$ -
Job Agent	9155	\$ 49,668	0.0	\$ -
Employment Program Sup. I	9190	\$ 46,512	0.0	\$ -
Business Services Officer I	4720	\$ 46,200	0.0	\$ -
Employment Program Rep.	9194	\$ 42,288	13.0	\$ 549,744
Employment Program Tech	9231	\$ 32,700	0.0	\$ -
Office Technician (Typing)	1139	\$ 33,084	0.0	\$ -
Office Assistant	1379	\$ 30,120	0.0	\$ -
Custodian	2011	\$ 26,844	0.0	\$ -
Student Assistant	4870	\$ 9,612	1.0	\$ 9,612
Youth Aide	9991	\$ 6,745	0.0	\$ -
Bilingual Pay		\$ 1,200	7.0	\$ 8,400
Sub-Total			23.0 (A)	\$ 681,408 (B)

WS Branch CO and Management (12.38% of (B))	\$ 8,436
Includes: Dep Dir, Div Chief, EDA, WSDCO direct charge staff	
Sub-Total	\$ 689,844 (C)

Personnel Benefits (Federal Rate 46.99% of (C))	\$ 324,158
Administrative Staff and Technical (AS&T) ((A) multiplied by \$8,839 per PY)	\$ 203,297
Total Personnel Services and Benefits	\$ 1,217,298

Operating Expenses & Equipment (OE&E)		
Allocated OE&E (\$13,301 x (A))		\$ 305,923
Includes: utilities, postage, consultant contracts, printing and binding, DP and non DP equipment purchase and maintenance, software purchase and maintenance, pro rata, and SWCAP		
Direct OE&E per position (\$1,127 x (A))		\$ 25,921
Includes: supplies, training, and travel		
Cost Center Specific OE&E		
Rent/Leases	(mo. cost per sq. foot) \$ 2.45 (# of sq. feet) 7,215.00	\$ 212,121
Telephones	(mo. cost per line) \$ 32.60 (# of lines) 33	\$ 12,910
HHSDC/CalJOBS SM	(cost per computer) \$ 408.00 (# of computers) 15	\$ 73,440
Total OE&E		\$ 630,315

COST ALLOCATION TOTAL \$ 1,847,613

* In order to reflect the Governor's mandated furlough program, annual salary costs have been reduced by 13.86% for State Fiscal Year (SFY) 2009-10, therefore personnel services costs will reflect a savings in SFY 2009-10. According to the Governor's Executive Order S-13-09, the mandated furlough program will end effective June 30, 2010. As a result annual salary costs in SFY 2010-11 will be restored to pre-furlough levels.

Attachment B

Mandatory One-Stop Programs and Partners

REQUIRED PROGRAM	PARTNER	On-site Full time	On-site Part time	Services By Referral
Formula Adult	Riverside County	X		
Formula DW	Riverside County	X		
Youth	Riverside County	Provided at Youth Opportunity Centers		
Job Corps	Cornerstone		X	
Native American	NICOA			X
Migrant & Seasonal Farm Workers	EDD	X		
Veterans Program	EDD	X		
Wagner Peyser	DUSD,RUSD	X (R)	X(I)	
Adult Education and Literacy	Department of Rehabilitation		X	
Rehabilitation Act Parts A and B	DPSS			X
WtW403(a)(5) SSA				X
Title V Social Security				X
Senior Community Service Employment	RC Office On Aging			X
Carl Perkins-Voc and Applied Tech Ed Act	RCC,MSJC,COD			X
Trade Adjustment Assistance Act NAFTA	EDD	X		
Transitional Adjustment Assistance Title II Trade Act 1974	EDD	X		
LVER/DVOP (Vets Services)	EDD	X		
Community Services Block Grant-Employment and Training Activities	No Funding in Riverside County			
HUD Employment and Training Activities	No Funding in Riverside County			
State Unemployment Programs	EDD	X		
Small Business (SB 293)				X

Attachment C
Additional Partner Assurances

Additional Partner Assurances shall only apply and be included for civil service partner agencies (i.e. state, federal, county).

- A. The Local Workforce Investment Board assures that when work-related issues arise at One-Stop Centers between State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employee's civil service supervisor. The One-Stop Career Center operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act [Part 2.8 (commencing with Section 12900) of Division 3, of Title 2 of the Government Code], threats and/or violence concerning State employees, and State employee misconduct.

- B. The WDB and Partner certifies that its one-stop centers will recognize and comply with applicable labor agreements affecting represented employees (if applicable) located at the centers. The WDB assures that civil service employees who are located at the one-stop centers shall remain under the supervision of their employing department for the purposes of performance evaluations and other matters concerning civil service rights and responsibilities. Civil service employees performing services at one-stop centers shall retain existing civil service and collective bargaining protections on matters relating to employment, including but not limited to hiring, promotion, discipline and grievance procedures

Attachment D
Memorandum of Operation (MOO)
Service Integration Learning Lab

Background

The Workforce Development Centers of Riverside County began the process of integrating state and federally funded workforce services in 2003 through the implementation of Continuous Quality Improvement (CQI) processes. Parallel with the state's goals for service integration, the intent of this collaborative effort was and is to create an organizational culture where all levels of staff in both programs are constantly motivated to improve service delivery to our common customers in spite of the constraints of limited and dwindling funding sources. The CQI strategies currently operating throughout the WDCs of Riverside County have progressively moved EDD and EDA staff and management towards the development of cost-effective, quality, seamless services to our internal and external customers and will compliment the coordination efforts of full integration as outlined in SB 293.

This Memorandum of Operation provides the initial framework for the operation of the Learning Lab piloting service integration contemplated under Senate Bill 293. This service integration plan is the result of initial talks that began in late 2006 at the state level among representatives who shared in the vision for improving service delivery of Workforce Investment Act (WIA) and Wagner Peyser (WP) funded employment and training services. These discussions caught momentum upon discovery of a mutual motivation among state and local workforce development partners, both eager to eliminate service inefficiencies, improve customer outcomes and provide more efficient, effective client service. Based on these common interests, state leadership and local area leaders convened an initial meeting in February 2007 to engage a more formal process and a larger set of partners for exploring opportunities in service integration.

The Riverside County One-Stop system has been designated one of twelve "learning labs" in California in which the service integration model will be piloted. During the initial phase of integration, state and local workforce investment partners comprised of Workforce Investment Act (WIA), Wagner-Peyser (WP), Veterans Employment and Training Services (VETS), Migrant & Seasonal Farm Worker (MSFW) and Trade Adjustment Assistance (TAA) programs will work collaboratively to plan, design and implement a demand-driven, skill-based integrated service delivery model that will subsequently serve as a prototype for other LWIA's in California to use when integrating their services.

1. **Goals:** The overarching goal and priority for service integration within the WDCs of Riverside County is *system improvement across all service delivery and access points*. The Riverside County One-Stop system is structured to move towards its goal by identifying and implementing policies, strategies and operating models in the three key areas previously referenced: integrated customers, integrated services and integrated staffing. The service integration model for the Riverside County LWIA will:
 - Respond to 21st Century industry demand;
 - Ensure that services and training are in alignment with current local and regional labor market requirements;
 - Place the emphasis of service priority on worker skills; assist workers to gain the skills leading to self-sufficiency; and respond to employer demand;
 - Administer quality services with limited and declining funding through a more effective and efficient use of resources and a reduction of program duplication and requirements;
 - Increase service levels and quality; and
 - Redefine and improve performance.

The Partners have agreed to the nine Integration Pilot measures outlined in Attachment D from which they will monitor the effectiveness of the pilot's design. These pilot measures will be monitored on a monthly basis and discussed at the monthly Joint Leadership Team meeting. The monthly reports will be posted on the Center Intranet under "Data Library".

2. **Term:** The term of this MOO shall be from July 28, 2008 through June 30, 2009, however operations will continue in accordance with this MOO until such time as data is analyzed by the state and final policy is issued.
3. **Commitment:** The Partners agree that the job seeker service delivery method at the Riverside County Workforce Development Centers and the satellite offices will be delivered by one team comprised of an essentially equal distribution of approximately 4-8 staff of both partners. Team members will deliver services through the following set of mutually approved processes:
 - o Welcome Process
 - o Employment Service Process
 - o Job Seeker Process
 - o Returning Job Seeker Process
 - o Skills Development Process

The Partners commit its leadership, staff and financial resources toward developing and refining the integration pilot and will fully and equally as possible provide these resources in the day to day operation of the Riverside County Workforce Development Centers toward this end. The Partners are committed to utilizing CQI principles in testing various strategies during the pilot phase. Partners will collaborate and utilize teams and established procedures to refine processes as the pilot progresses. Partners commit to attending and participating in regularly scheduled meetings to monitor the progress of the pilot.

4. **Mutual Assurances:** Each Partner assures that each staff of the other:
 - A Has been trained on the completion of the appropriate forms and the proper processing of those forms.
 - B Has been trained on the others programs sufficiently to deliver program services to the common customer.
 - C Has been cross trained on the others policies relative to the center's operations.
 - D Has been trained on the contents of the product box, where it is located and how to deliver it to the common customer.
 - E Has been trained on each of the service delivery processes and can deliver them to the common customer.
5. **Customer Service Team Leaders (CSTL)** representing supervisory roles from the Partners will have oversight or supervision of the functional teams for day-to-day operations within the One-Stop Career Centers (OSCC). The CSTL will develop a schedule for the functional team members that will ensure an adequate number of staff is present within the OSCCs to provide customer services. The Partners understand that each have internal human resource functions i.e., hiring and termination decisions, sign-offs on performance evaluations/appraisals, and sign-offs on timesheets that must continue to be managed within each partner organization's personnel guidelines, policies, and collective bargaining agreements however, input from the CSTL will have merit in influencing HR decisions. Each CSTL shall have an opportunity to share observations on each team member's job performance for the purpose of personnel appraisals/evaluations with the team member's direct supervisor. The hiring authority shall be solely responsible for securing the information and completing the team member's evaluation.

Before approval is granted or changes are implemented, decisions regarding the following must be discussed with the Customer Service Team Leaders:

- Changes to permanent work schedule, including lunches and breaks;
- Approval of bi-weekly attendance records;
- Pre-approval of vacations, sick leave and personal leave;
- Counseling and discipline;
- Performance evaluation;
- Travel and travel expense approval; and
- Approval for contract training and in-service courses.

The need for collaboration between Customer Service Team Leaders (CSTL) and State/Local Supervisors is apparent as separate organizations merge staff and resources to form one coordinated system of service delivery within the WDCs. In order to foster effective communication practices among integration partners

to facilitate efficient operation, state and local supervisory and/or management staff is responsible for coordinating with the CSTL to ensure that:

- Staffing plans and schedules of their respective staff provide adequate office coverage at all times, including vacation periods, time away for conferences, and holidays. The coverage plan should be set up to allow equal percentages of time off opportunities for both state and local staff.
- All staff is properly trained to assist in the customer flow process.
- All organizations understand and adhere to all local and state internal security policies and procedures.
- Staff presents a positive image of the One-Stop system to customers.
- Regular staff meetings are held and conducted by both the CSTL and hiring authority supervisor.
- Consistent communication with staff occurs to initiate feedback and ideas for serving customers.

6. **Hours of Operation:** Schedules of operation at all Workforce Development Centers of Riverside County and satellite offices shall continue the current format to ensure integrated services are available to customers during normal business hours.

7. **Cost Sharing:** Covered under WIA MOU Resource Sharing Agreement Attachment B

8. **Integration Pilot Measures:**

The pilot partner understands and agrees to follow the measures identified below in order to evaluate the success of the integrated pilot measures.

The pilot should measure the success of the delivery system in assisting individuals in gaining the academic, workplace, and occupational knowledge and skills required for educational advancement or continuing success in meeting the changing demands of the workplace.

Measure One

Measure	Indicator	Measurement Source	Standard
Increase in the number of customers who participate in at least one skill building activity	More customers participated in skill building activities after July 28, 2008 than before	JTA data Collection	20,000 customers participated in skills building activities over one year

The pilot should measure the success of the delivery system in ensuring that customers are highly satisfied with the delivery system which will demonstrate increased efficiencies and effectiveness.

Measure Two

Measure	Indicator	Measurement Source	Standard
Individual customers reported that they received the correct service based on their identified needs	Customers will rate the ability of the team to match them to the result they expected	Customer satisfaction Survey	Customers will rate the service <i>Agree</i> or <i>Strongly Agree</i> 100% of the time
Customers report that they received quality services	Customers will rate the quality of the services they received	Customer Satisfaction Survey	Customers will rate the service <i>Agree</i> or <i>Strongly Agree</i> 100% of the time
Wait time meets customer expectations	Customers will report actual wait times	Customer Satisfaction Survey	Customers report that wait times were less than 10 minutes 100% of the time

The pilot should measure the success of the delivery system by ensuring customers are satisfied with the amount of time they had to wait for services.

Measure Three

Measure	Indicator	Measurement Source	Standard
Number of individual customers reporting that the service received was of quality	Customers will rate the service(s) received as being of quality	Customer Satisfaction Survey	Customers rate quality and accuracy consistently at "agree" or "strongly agree" during the course of the pilot 100% of the time

The pilot should measure the success of the delivery system by ensuring customers are satisfied with the delivery system for the wait time.

Measure Four

Measure	Indicator	Measurement Source	Standard
Time waiting for staff assistance meets customer expectations	Customers will report wait time	Customer Satisfaction Survey	Customers consistently report that their wait time was less than 10 minutes during the course of the pilot 100% of the time

The pilot should measure the success of the delivery system by ensuring team members are satisfied with the work accomplished by the team.

Measure Five

Measure	Indicator	Measurement Source	Standard
Satisfactory level of reported team work within each of the customer focused teams	Team members will report level of team work as satisfactory against specified criteria such as: <ul style="list-style-type: none"> • Tools and equipment to get the job done • Partnerships and alliances are in place to provide services • Level of support provided by team members • Team members meet their commitments to each other and to the customers, etc. • Success of cross training efforts • Ease of data collection 	Online Survey of team members monthly	Team members report that the teams are working well (based on the criteria) and that they feel part of the team 100% of the time (rating on the survey in combination of agree and strongly agree).

The pilot should measure the success of the delivery system by comparing pre and post pilot performance standards.

Measure Six

Measure	Indicator	Measurement Source	Standard
Met performance standards during the pilot as compared to the period prior to the pilot	WIA performance measures	Quarterly data reports from the performance management system	Performance standards were equal to or greater than performance during the pilot period

The pilot should measure the success of the integrated data collection system by meeting the needs of both WIA and EDD.

Measure Seven

Measure	Indicator	Measurement Source	Standard
The integrated data collection system meets the needs of both WIA and EDD	WIA and EDD staff will report that data needs are met	Survey of appropriate administrative staff	Staff report data and analysis needs have been met

The pilot should measure the success of reducing employment time of the customer.

Measure Eight

Measure	Indicator	Measurement Source	Standard
The amount of time to get a job is reduced for the customer	Amount of time it takes from the time of enrollment to the time of placement	Data collected from JTA	From the point of being job ready (defined as being referred to the employment team) it takes no more than two weeks to place an individual in a job

The pilot should measure the success of meeting employer expectations by matching the right candidate to the right job.

Measure Nine

Measure	Indicator	Measurement Source	Standard
The right candidate is being referred for the right job	Employers will report that they found the right candidate through referrals from the Center	Follow-up survey to each employer within seven days	Employers report that there is a match 100% of the time

PARTNER SERVICES AND SIGNATURES: The individuals signing this MOU have the authority to commit the party they represent to the terms of this agreement, and do so by signing:

For the RIVERSIDE COUNTY WORKFORCE DEVELOPMENT BOARD:

1151 Spruce Street
Riverside, CA 92507

Ricardo Olalde, Workforce Development Board Chairman

Contact person and Title



Signature

10-21-2008

Date

(951) 955-3100 / (951) 955-3131

Telephone number / Facsimile number

rolalde@rivcoeda.org

E-mail address

ONE-STOP PARTNER INFORMATION:

Employment Development Department (EDD)

Partner Name

1151 Spruce St. Riverside, CA 92507

Address

Thomas Flournoy, Cluster Manager

Contact person and Title



Signature

10-14-2008

Date

951-955-2316

Telephone number / Facsimile number

thomas.flournoy@edd.ca.gov

E-mail address



**COUNTY OF RIVERSIDE
WORKFORCE DEVELOPMENT BOARD**

**MEMORANDUM OF UNDERSTANDING WITH PARTNERS
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)
And Senate Bill (SB) 293**

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

PREAMBLE

This Memorandum of Understanding (MOU), made on the 8th day of May, 2009 is an operational agreement entered into by the Riverside County Workforce Development Board (WDB) and Center for Employment Training to create a partnership to provide comprehensive, integrated workforce development services to businesses and jobseekers in the Local Workforce Investment Area (LWIA) in accordance with WIA, its implementing regulations and California Senate Bill 293.

WITNESSETH:

WHEREAS, the United States Congress has established the Workforce Investment Act of 1998 (WIA) (Public Law 105-220), which was signed into law July 7, 1998; and

WHEREAS, HR 1385 became law on August 7, 1998, establishing WIA as the national workforce investment system, and

WHEREAS, with the issuance of an Executive Order on October 10, 1999, the Governor enacted WIA in California, and

WHEREAS, California State Employment Development Department Directives, WIAD06-17 dated March 20, 2007, and WIAD06-21 dated June 29, 2007 provided guidance on implementation of the requirements of SB 293 whereby state and federally funded workforce programs will be fully integrated within the one-stop delivery system to achieve universal access to services;

NOW THEREFORE, it is mutually agreed as follows:

- I. **PARTNERSHIP PARTICIPATION:** To facilitate exchange of information and seamless operation, partners are expected to maintain a high level of communication. The following methods of participation will be required:
 - A. Attendance at monthly Partner Meetings. A designee with appropriate authority is to be present to act on behalf of the partner.
 - B. All partner staff will abide by the policies and procedures of the Workforce Development Center (WDC) related to general safety and behavior in the workplace.
 - C. Partners will use standardized WDC forms.
 - D. Partners will develop and use a collaborative marketing strategy informing job seekers, businesses, and the community at large about the services available through the Workforce Development Center. The following resources, as available, will be utilized to enhance coordinated marketing efforts:
 - Web Site Development
 - Public Information and Education
 - Speaker's Bureau
 - Brochures and Flyers
 - Commercial Air Time
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- II. **SITE SUPERVISION.** WDB and Partners recognize that a number of practices and philosophies related to individual partners vary as a result of its unique organizational structure. These differences must be considered when unifying staff and services within the one-stop. Factors that must be considered are:
 - Differing pay scales for similar positions

- Functions for similar classifications among agencies, which may differ
- Off-site supervisors vs. site-based supervisors at the one-stop
- Union vs. Non-Union employees in similar classifications on site
- Hours of operation, including possible evening and weekend hours
- Varied legal holiday schedules
- Sharing of space, equipment, information, and materials

WDB and Partners agree to prior and specific agreements arrangements for supervision, addressing at a minimum the above issues, and modifying said practices over time in accordance with new or changing business or agency needs and requirements. Any such agreements will be attached and made part of this agreement by such attachment.

- III. **ONE-STOP PARTNERS:** The Workforce Investment Act (WIA) identifies mandatory One-Stop Partners as organizations that carry out programs or activities under programs authorized as defined under Section 121(b)(1)(A) of the Act and 20CFR Part 662.200, further in Section 121(b)(1)(B) of the Act, and 20CFR Part 662.210. Senate Bill (SB) 293 clarifies and adds small business development centers as required partners in those Local Workforce Investment Areas in which they exist. SB 293 further mandates that these state and federally funded workforce education, training, and employment programs be integrated in the one-stop delivery system to achieve universal access.
- IV. **ONE-STOP SYSTEM OVERSIGHT:** The Workforce Development Board, with the agreement of the chief elected official is authorized to designate or certify one-stop operators and to terminate for cause the eligibility of such operators. The Economic Development Agency is the One-Stop Operator in Riverside County. Multiple processes are in place to insure that the workforce system in Riverside County is providing quality services and fiscal accountability. Each year the State of California monitors program performance and fiscal processes. Each year the County Auditor controller performs an internal audit of fiscal processes. Every two years an independent audit firm performs the required OMB A-133 audit of the EDA financial records. The Workforce Development Agency monitors 8 Critical Measures on a monthly basis that include customer satisfaction, community involvement, and business engagement. In addition, an annual ADA compliance audit is completed and an annual self-assessment is completed using criteria based upon the Malcolm Baldrige standards.
- V. **TERM AND TERMINATION:** This MOU shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), by action of law, or in accordance with this section. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 180 calendar days in advance of the effective withdrawal date to the contact persons listed in section XXI. Partner Services and Signatures of this MOU.
- VI. **MODIFICATION:** This MOU may be modified, revised or amended at any time by mutual written agreement of the WDB and Partners.
- VII. **CROSS REFERRAL AGREEMENT:** For those Partners not co-located within the WDC, the WDB and Partners agree to receive referrals from and make referrals to the other Partners within the WDC system. A referral may be carried out with a written form, telephone call or email and will include the following elements:
- The customer will be given information about a Partner or other organization and its services, eligibility information, name, address, and hours of operation;
 - To the extent possible, and as requested, staff will assist the customer to make an appointment;
 - Staff will follow up with the customer or Partner organization to become aware of the results of the referral and utilize the services of the Partner in managing services with the customer.
 - To the extent possible, and as requested, staff will assist the customer by providing information and referral to supportive service assistance where available from Partner or other organization.
 - i. Cross-train their respective staff;
 - ii. Consider co-enrollment options and practices;
 - iii. Consider the effect of cross-referrals on mutual performance expectations;

- iv. Constantly improve the joint delivery of services to customers.
- v. If applicable, the (Resource Sharing Agreement Attachment A) shall describe the process for the immediate referral of individuals to training who have been unable to obtain or retain employment through provision of Core and Intensive Services.

VIII. ONE-STOP SYSTEM DESCRIPTION: The vision of the County of Riverside WDC One-Stop is built upon four guiding principles, which are the essence of the One-Stop delivery system. These principles should be the goals of all One-Stop delivery systems, and be reflected in the planning and implementation of operations. They are the guiding principles in the development of MOUs, and cannot be accomplished without partnerships based on trust, cooperation and collaboration. The four principles that guide the One-Stop delivery system are:

- **Integrated:** offers as many employment, training and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills.
- **Comprehensive:** a large array of useful information with wide and easy access to needed services.
- **Customer Focused:** the ability to support informed choice by providing a means for customers to judge the quality of these services.
- **Performance Based:** where clear outcomes to be achieved and methods for measuring the agreed-upon outcomes, including customer satisfaction, are identified.

IX. FUNDING FOR OPERATION OF THE SYSTEM: The One-Stop Operator(s) is/are responsible for costs associated with operation of the One-Stop WDC. The Resource Sharing Agreement (RSA) is included as Attachment A and outlines the partner's services provision and the anticipated revenue share. Annual reconciliation shall take place upon each anniversary of the MOU execution. Resource Sharing: The partners agree to share resources in accordance with the attached Resource Sharing Agreement. It is expressly understood that this MOU does not constitute a financial commitment, but rather an intent to commit specific resources in the future as the partners' allocations and budgets are known and the one-stop system evolves. The one stop system is a work in progress, and its costs and the partners' resource contributions will not remain static from month to month or from year to year. These funds may be generated by methods such as, but not limited to:

- Management Fees
- Lease Fees
- Separate Financial Agreements
- Separate Funding Opportunities

X. DISPUTES: The partners shall first attempt to resolve all disputes informally. Any party may call a meeting of all partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Riverside County Workforce Development Board who shall place the dispute upon the agenda of a regular or special meeting of the WIB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute.

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- A. WDB and Partners agree to comply with the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), and California Government Code Section 11135 et seq., as well as the regulations which implement these statutes, which prohibit discrimination on the basis of disability.
- B. WDB and Partners agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, or condition of physical or mental handicap.
- C. WDB and Partners agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

- D. WDB and Partners agree to honor confidentiality. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving or sharing information. As a condition of providing services at the Workforce Development Center, the partners shall adhere to the following:
- All client information will be treated with the strictest degree of confidentiality during and after involvement with the WDC.
 - Each partner shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees on a "need-to-know" basis only.
 - Each partner shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information.
 - This information will only be used in working with programs at WDC.
- E. The WDB and Partner assures that it has established, in accordance with section 184 of the WIA, fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds provided to the local board through the allotments made under sections 127 and 132. [WIA, Section 112(b)(11)]
- F. The WDB and Partner assures that it has implemented the uniform administrative requirements referred to in WIA, Section 184 (a) (3).
- G. The WDB and Partner assures that no funds received under WIA will be used to assist, promote, or deter union organizing [WIA, Section 181(b)(7)]
- H. The WDB and Partner assure that it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIA, Section 188.
- I. The WDB and Partner will comply with future State Workforce Investment Board policies and guidelines, legislative mandates, or other provisions as may be required under federal law or policy, including the Workforce Investment Act of 1998 or state legislation.

XII. ATTACHMENTS: The following attachments are included in this MOU.

- A. Resource Sharing Agreement
- B. Mandatory One-Stop Program Partner Grid
- C. Additional Partner Assurances
- D. Memorandum of Operations (MOO) (The MOO only applies to fully integrated partners).

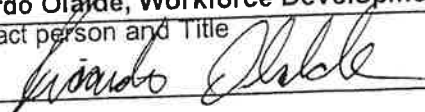
XIII. PARTNER SERVICES AND SIGNATURES: The individuals signing this MOU have the authority to commit the party they represent to the terms of this agreement, and do so by signing:

For the RIVERSIDE COUNTY WORKFORCE DEVELOPMENT BOARD:

1151 Spruce Street
Riverside, CA 92507

Ricardo Olalde, Workforce Development Board Chairman

Contact person and Title


Signature

6-10-09

Date

(951) 955-3100 / (951) 955-3131

Telephone number / Facsimile number

rolalde@rivcoeda.org

E-mail address

ONE-STOP PARTNER INFORMATION:

Center for Employment Training

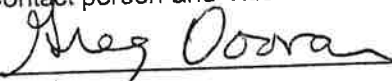
Partner Name

49-111 Highway 111

Address

Mirna Flores, Center Director

Contact person and Title


Signature

5/8/09

Date

(760) 398-8889 and fax (760) 398-9711

Telephone number / Facsimile number

mflores@cet2000.org

E-mail address

Attachment A

RIVERSIDE COUNTY WORKFORCE INVESTMENT AREA
RESOURCE SHARING AGREEMENT (RSA)

The Center for Employment Training agrees to contribute to the
(Insert WDC partner name and acronym)
delivery of the following core services in the local one-stop system:

The above named partner shall provide the following services as appropriate (please check):

- WIA Title I Eligibility Determination
- Outreach, Intake (worker profiling), and Orientation
- Initial Assessment
- Job Search
- Placement Assistance
- Career Counseling
- Job Listings
- Skills Needed
- Occupational Demand
- Marketing
- Recruitment
- Employer Services
- Job Development
- Employer Advisory Councils
- Employer Outreach Coordination
- Information on Eligible Training Providers
- Performance Outcomes
- Filing Claims for Unemployment Insurance
- Supportive Services
- Help in establishing eligibility for Welfare-to-Work (WtW) and Financial Aid
- Follow-up services for at least 12 months
- Occupational Skills Training;
- On-the-Job Training;
- Workplace Training combined with related instruction;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

A. The above named partner shall provide the following services as appropriate (please check):

1. Access to intensive and training services (including serving as the point of access to individual training accounts).
 - Occupational Skills Training;
 - On-the-Job Training;
 - Workplace Training combined with related instruction;
 - Training programs operated by the private sector;
 - Skill upgrading and retraining;

- Entrepreneurial training;
- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

2. Access to One-Stop partner programs and activities. Briefly describe.

3. Access to Wagner-Peyser services including:

- Job search
- Placement
- Recruitment
- Other labor exchange services

4. The Partner MAY also provide the following services:

- Access to customized screening and referral of qualified participants in training services to employment.
- Customized employment-related services to employers on a fee-for-service basis.
- Supportive services.
- Needs related payments.

6. Cost of above services funded by:

The cost for the above services is \$129, 990.00

B. The partner named above shall deliver the core services checked as appropriate, plus any intensive services, training, supportive services or other services listed and described below.

Center for Employment Training will provide hands on skill training in one of the following areas:

- Building Maintenance
- Business Office Technology
- Heating and Air-conditioning
- Welding
- Medical

Equipment and supplies for each of the skill training programs is included in the cost stated on "Attachment "A" #6. Each skill-training program will include Vocational ESL and Human Development. In addition, to the cost stated, CET will provide monetary support in the form of a bi-weekly stipend to assist their enrolled 167 participants with minor living necessities.

C. The partner named above expects to derive benefits from the one stop system as described below. The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

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

The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

D. IDENTIFICATION OF SHARED COSTS

The costs identified as shared are reflected below. The costs consist of operational expenses of the Riverside County One Stop System that are incurred by partners in the provision of integrated customer services within the Workforce Development Centers. The following are considered pooled or shared costs attributable to the operations of the centers:

- **Salaries and Benefits:** Costs contributed toward staff salaries and benefits.

Budgeted Costs	Expected Contribution

- **Universal Access Services Space:** The space utilized by more than one partner in the delivery of integrated services to common customers. Costs are comprised of; reception, Career Resource Area, Skills Lab, Business Resources, staff meeting areas, break areas, customer service areas, storage areas, staff work areas, and restrooms. Rates paid for these areas also include utilities (gas and electric), security, janitorial and Day porter.

Budgeted Costs	Expected Contribution

- **Telecommunication Services:** Telephone, data lines, Information Technology, and internet access services.

Budgeted Costs	Expected Contribution

- **Universal Access Costs:** Costs of providing information in the Career Resource Areas of the WDCs, information on available employer services and on available training providers, marketing materials, subscriptions and labor market information.

Budgeted Costs	Expected Contribution

- **Supplies and Equipment:** Costs of computers, fax machines, copiers, printers, and toner, equipment maintenance, and paper.

Budgeted Costs	Expected Contribution

- **Training Cost:** Migrant Seasonal Farm Worker tuition cost, includes cost of books and supplies.

Budgeted Costs	Expected Contribution
	\$129,990.00

E. RESOURCE SHARING PLAN

Each Partner organization hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as contained in the Cost Allocation spreadsheet. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to reimburse any expenses incurred by another partner under this plan. The Partners agree to provide additional resources as required to fulfill their proportionate share of. Partners are not required to pay costs equal to amounts under each category so long as the total amount of proportionate share is satisfied. Costs will be reviewed annually to determine if modifications to the resource sharing plan are necessary.

F. MODIFICATION AND RECONCILIATION PROCESS

This RSA may be modified, revised or amended at any time by mutual written agreement of the Partners.

Center for Employment Training staff will maintain information from each Partner related to
(insert partner name)

the resources provided. This information will be submitted at least annually by each partner organization that provided resources during the previous year. Reconciliation of budget to actual expenditures will occur at least annually.

Attachment B

Mandatory One-Stop Programs and Partners

REQUIRED PROGRAM	PARTNER	On-site Full time	On-site Part time	Services By Referral
Formula Adult	Riverside County	X		
Formula DW	Riverside County	X		
Youth	Riverside County	Provided at Youth Opportunity Centers		
Job Corps	Cornerstone		X	
Native American	NICOA			X
Migrant & Seasonal Farm Workers	EDD CET (On-site part-time)	X	X	
Veterans Program	EDD	X		
Wagner Peyser	EDD	X		
Adult Education and Literacy	DUSD,RUSD	X (R)	X(I)	
Rehabilitation Act Parts A and B	Department of Rehabilitation		X	
WtW403(a)(5) SSA Title V Social Security	DPSS			X
Senior Community Service Employment	RC Office On Aging			X
Carl Perkins-Voc and Applied Tech Ed Act	RCC,MSJC,COD			X
Trade Adjustment Assistance Act NAFTA	EDD	X		
Transitional Adjustment Assistance Title II Trade Act 1974	EDD	X		
LVER/DVOP (Vets Services)	EDD	X		
Community Services Block Grant-Employment and Training Activities	No Funding in Riverside County			
HUD Employment and Training Activities	No Funding in Riverside County			
State Unemployment Programs	EDD	X		
Small Business (SB 293)				X

Attachment C
Additional Partner Assurances

Additional Partner Assurances shall only apply and be included for civil service partner agencies (i.e. state, federal, county).

mailed
8/6/09



**COUNTY OF RIVERSIDE
WORKFORCE DEVELOPMENT BOARD**

**MEMORANDUM OF UNDERSTANDING WITH PARTNERS
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)
And Senate Bill (SB) 293**

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

PREAMBLE

This Memorandum of Understanding (MOU), made on the 01st day of July, 2009 is an operational agreement entered into by the Riverside County Workforce Development Board (WDB) and Cornerstone Solutions Inc. – Job Corps Services (Partner) to create a partnership to provide comprehensive, integrated workforce development services to businesses and jobseekers in the Local Workforce Investment Area (LWIA) in accordance with WIA, its implementing regulations and California Senate Bill 293.

WITNESSETH:

WHEREAS, the United States Congress has established the Workforce Investment Act of 1998 (WIA) (Public Law 105-220), which was signed into law July 7, 1998; and

WHEREAS, HR 1385 became law on August 7, 1998, establishing WIA as the national workforce investment system, and

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For the RIVERSIDE COUNTY WORKFORCE DEVELOPMENT BOARD:

1151 Spruce Street
Riverside, CA 92507

Ricardo Olalde, Workforce Development Board Chairman

Contact person and Title


Signature

8-3-09
Date

(951) 955-3100 / (951) 955-3131
Telephone number / Facsimile number

rolalde@rivcoeda.org
E-mail address


ONE-STOP PARTNER INFORMATION:

Cornerstone Solutions, Inc- Job Corps Services

Partner Name
1325 Iris Ave., Building #22
Imperial Beach, CA 91932

Address

Doug Kremer, Director of Corporate Programs
Contact person and Title


Signature

7/31/09
Date

404.723.8056/404-601-7477 eFax
Telephone number / Facsimile number

dkremer@csiteamonline.com
E-mail address

Attachment A

RIVERSIDE COUNTY WORKFORCE INVESTMENT AREA
RESOURCE SHARING AGREEMENT (RSA)

The Cornerstone Solutions, Inc. – Job Corps Services agrees to contribute to the
(Insert WDC partner name and acronym)
delivery of the following core services in the local one-stop system:

The above named partner shall provide the following services as appropriate (please check):

- WIA Title I Eligibility Determination
- Outreach, Intake (worker profiling), and Orientation
- Initial Assessment
- Job Search
- Placement Assistance
- Career Counseling
- Job Listings
- Skills Needed
- Occupational Demand
- Marketing
- Recruitment
- Employer Services
- Job Development
- Employer Advisory Councils
- Employer Outreach Coordination
- Information on Eligible Training Providers
- Performance Outcomes
- Filing Claims for Unemployment Insurance
- Supportive Services
- Help in establishing eligibility for Welfare-to-Work (WtW) and Financial Aid
- Follow-up services for at least 12 months
- Occupational Skills Training;
- On-the-Job Training;
- Workplace Training combined with related instruction;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

A. The above named partner shall provide the following services as appropriate (please check):

1. Access to intensive and training services (including serving as the point of access to individual training accounts).
 - Occupational Skills Training;
 - On-the-Job Training;
 - Workplace Training combined with related instruction;

- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

2. Access to One-Stop partner programs and activities. Briefly describe.

Referral Process:

An Admissions Counselor from Cornerstone Solutions, Inc. – Job Corps Services will set appointments for interested clients at the Riverside Workforce Development Center to process and accept applications. Outreach and general information presentation to new customers will be conducted by the Admissions Counselor. Where a need cannot be met, a referral to an appropriate resource will be made.

3. Access to Wagner-Peyser services including:

- Job search
- Placement
- Recruitment
- Other labor exchange services

4. The Partner MAY also provide the following services:

- Access to customized screening and referral of qualified participants in training services to employment.
- Customized employment-related services to employers on a fee-for-service basis.
- Supportive services.
- Needs related payments.

6. Cost of above services funded by:

In-kind contribution through staffing of two Admissions Counselor available for clients of the Riverside Workforce Development Board.

B. The partner named above shall deliver the core services checked as appropriate, plus any intensive services, training, supportive services or other services listed and described below.

Job Corps is a federally-funded career technical training program that provides students career readiness; career training; employability skills training; counseling; case management; academics; room and board while in training; and transportation related to fulfilling education goals. Cornerstone Solutions Inc. – Job Corps Services is a contracted-provider of specific services for the US Department of Labor, Office of Job Corps, which includes:

- Provides Job Corps information to interested individuals;
- Providing prospective applicants/students with intake processing into the Job Corps program;
- Provides general career guidance through career assessment;
- Conducts Job Corps information sessions/orientations;
- Determines eligibility for Job Corps.

C. The partner named above expects to derive benefits from the one stop system as described below.

The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

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

The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

D. IDENTIFICATION OF SHARED COSTS

The costs identified as shared are reflected below. The costs consist of operational expenses of the Riverside County One Stop System that are incurred by partners in the provision of integrated customer services within the Workforce Development Centers. The following are considered pooled or shared costs attributable to the operations of the centers:

- **Salaries and Benefits:** Costs contributed toward staff salaries and benefits.

Budgeted Costs	Expected Contribution
\$8,750	Job Corps information, intake, career assessment of youth ages between 16 and 24 provided by one .25 full-time Admissions Counselor.

- **Universal Access Services Space:** The space utilized by more than one partner in the delivery of integrated services to common customers. Costs are comprised of; reception, Career Resource Area, Skills Lab, Business Resources, staff meeting areas, break areas, customer service areas, storage areas, staff work areas, and restrooms. Rates paid for these areas also include utilities (gas and electric), security, janitorial and Day porter.

Budgeted Costs	Expected Contribution

- **Telecommunication Services:** Telephone, data lines, Information Technology, and internet access services.

Budgeted Costs	Expected Contribution

- **Universal Access Costs:** Costs of providing information in the Career Resource Areas of the WDCs, information on available employer services and on available training providers, marketing materials, subscriptions and labor market information.

Budgeted Costs	Expected Contribution

- **Supplies and Equipment:** Costs of computers, fax machines, copiers, printers, and toner, equipment maintenance, and paper.

Budgeted Costs	Expected Contribution

E. RESOURCE SHARING PLAN

Each Partner organization hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as contained in the Cost Allocation spreadsheet. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to reimburse any expenses incurred by another partner under this plan. The Partners agree to provide additional resources as required to fulfill their proportionate share of. Partners are not required to pay costs equal to amounts under each category so long as the total amount of proportionate share is satisfied. Costs will be reviewed annually to determine if modifications to the resource sharing plan are necessary.

F. MODIFICATION AND RECONCILIATION PROCESS

This RSA may be modified, revised or amended at any time by mutual written agreement of the Partners.

_____ staff will maintain information from each Partner related to
(insert partner name)

Attachment B

Mandatory One-Stop Programs and Partners

REQUIRED PROGRAM	PARTNER	On-site Full time	On-site Part time	Services By Referral
Formula Adult	Riverside County	X		
Formula DW	Riverside County	X		
Youth	Riverside County	Provided at Youth Opportunity Centers		
Job Corps	Cornerstone		X	
Native American	NICOA			X
Migrant & Seasonal Farm Workers	EDD	X		
Veterans Program	EDD	X		
Wagner Peyser	EDD	X		
Adult Education and Literacy	DUSD,RUSD	X (R)	X(I)	
Rehabilitation Act Parts A and B	Department of Rehabilitation		X	
WtW403(a)(5) SSA Title V Social Security	DPSS			X
Senior Community Service Employment	RC Office On Aging			X
Carl Perkins-Voc and Applied Tech Ed Act	RCC,MSJC,COD			X
Trade Adjustment Assistance Act NAFTA	EDD	X		
Transitional Adjustment Assistance Title II Trade Act 1974	EDD	X		
LVER/DVOP (Vets Services)	EDD	X		
Community Services Block Grant-Employment and Training Activities	No Funding in Riverside County			
HUD Employment and Training Activities	No Funding in Riverside County			
State Unemployment Programs	EDD	X		
Small Business (SB 293)				X

Attachment C
Additional Partner Assurances

Additional Partner Assurances shall only apply and be included for civil service partner agencies (i.e. state, federal, county).

- A. The Local Workforce Investment Board assures that when work-related issues arise at One-Stop Centers between State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employee's civil service supervisor. The One-Stop Career Center operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act [Part 2.8 (commencing with Section 12900) of Division 3, of Title 2 of the Government Code], threats and/or violence concerning State employees, and State employee misconduct.

- B. The WDB and Partner certifies that its one-stop centers will recognize and comply with applicable labor agreements affecting represented employees (if applicable) located at the centers. The WDB assures that civil service employees who are located at the one-stop centers shall remain under the supervision of their employing department for the purposes of performance evaluations and other matters concerning civil service rights and responsibilities. Civil service employees performing services at one-stop centers shall retain existing civil service and collective bargaining protections on matters relating to employment, including but not limited to hiring, promotion, discipline and grievance procedures



**COUNTY OF RIVERSIDE
WORKFORCE DEVELOPMENT BOARD**

**MEMORANDUM OF UNDERSTANDING WITH PARTNERS
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)
And Senate Bill (SB) 293**

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

PREAMBLE

This Memorandum of Understanding (MOU), made on the 1st day of July, 2009 is an operational agreement entered into by the Riverside County Workforce Development Board (WDB) and Department of Public Social Services (DPSS) (Partner) to create a partnership to provide comprehensive, integrated workforce development services to businesses and jobseekers in the Local Workforce Investment Area (LWIA) in accordance with WIA, its implementing regulations and California Senate Bill 293.

WITNESSETH:

WHEREAS, the United States Congress has established the Workforce Investment Act of 1998 (WIA) (Public Law 105-220), which was signed into law July 7, 1998; and

WHEREAS, HR 1385 became law on August 7, 1998, establishing WIA as the national workforce investment system, and

WHEREAS, with the issuance of an Executive Order on October 10, 1999, the Governor enacted WIA in California, and

WHEREAS, California State Employment Development Department Directives, WIAD06-17 dated March 20, 2007, and WIAD06-21 dated June 29, 2007 provided guidance on implementation of the requirements of SB 293 whereby state and federally funded workforce programs will be fully integrated within the one-stop delivery system to achieve universal access to services;

NOW THEREFORE, it is mutually agreed as follows:

- I. **PARTNERSHIP PARTICIPATION:** To facilitate exchange of information and seamless operation, partners are expected to maintain a high level of communication. The following methods of participation will be required:
 - A. Attendance at monthly Partner Meetings. A designee with appropriate authority is to be present to act on behalf of the partner.
 - B. All partner staff will abide by the policies and procedures of the Workforce Development Center (WDC) related to general safety and behavior in the workplace.
 - C. Partners will use standardized WDC forms.
 - D. Partners will develop and use a collaborative marketing strategy informing job seekers, businesses, and the community at large about the services available through the Workforce Development Center. The following resources, as available, will be utilized to enhance coordinated marketing efforts:
 - Web Site Development
 - Public Information and Education
 - Speaker's Bureau
 - Brochures and Flyers
 - Commercial Air Time
 - Media Coverage
 - Public Television and Radio

- II. **SITE SUPERVISION.** WDB and Partners recognize that a number of practices and philosophies related to individual partners vary as a result of its unique organizational structure. These differences must be considered when unifying staff and services within the one-stop. Factors that must be considered are:
 - Differing pay scales for similar positions

- Functions for similar classifications among agencies, which may differ
- Off-site supervisors vs. site-based supervisors at the one-stop
- Union vs. Non-Union employees in similar classifications on site
- Hours of operation, including possible evening and weekend hours
- Varied legal holiday schedules
- Sharing of space, equipment, information, and materials

WDB and Partners agree to prior and specific agreements arrangements for supervision, addressing at a minimum the above issues, and modifying said practices over time in accordance with new or changing business or agency needs and requirements. Any such agreements will be attached and made part of this agreement by such attachment.

- III. **ONE-STOP PARTNERS:** The Workforce Investment Act (WIA) identifies mandatory One-Stop Partners as organizations that carry out programs or activities under programs authorized as defined under Section 121(b)(1)(A) of the Act and 20CFR Part 662.200, further in Section 121(b)(1)(B) of the Act, and 20CFR Part 662.210. Senate Bill (SB) 293 clarifies and adds small business development centers as required partners in those Local Workforce Investment Areas in which they exist. SB 293 further mandates that these state and federally funded workforce education, training, and employment programs be integrated in the one-stop delivery system to achieve universal access.
- IV. **ONE-STOP SYSTEM OVERSIGHT:** The Workforce Development Board, with the agreement of the chief elected official is authorized to designate or certify one-stop operators and to terminate for cause the eligibility of such operators. The Economic Development Agency is the One-Stop Operator in Riverside County. Multiple processes are in place to insure that the workforce system in Riverside County is providing quality services and fiscal accountability. Each year the State of California monitors program performance and fiscal processes. Each year the County Auditor controller performs an internal audit of fiscal processes. Every two years an independent audit firm performs the required OMB A-133 audit of the EDA financial records. The Workforce Development Agency monitors 8 Critical Measures on a monthly basis that include customer satisfaction, community involvement, and business engagement. In addition, an annual ADA compliance audit is completed and an annual self-assessment is completed using criteria based upon the Malcolm Baldrige standards.
- V. **TERM AND TERMINATION:** This MOU shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), by action of law, or in accordance with this section. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 180 calendar days in advance of the effective withdrawal date to the contact persons listed in section XXI. Partner Services and Signatures of this MOU.
- VI. **MODIFICATION:** This MOU may be modified, revised or amended at any time by mutual written agreement of the WDB and Partners.
- VII. **CROSS REFERRAL AGREEMENT:** For those Partners not co-located within the WDC, the WDB and Partners agree to receive referrals from and make referrals to the other Partners within the WDC system. A referral may be carried out with a written form, telephone call or email and will include the following elements:
- The customer will be given information about a Partner or other organization and its services, eligibility information, name, address, and hours of operation;
 - To the extent possible, and as requested, staff will assist the customer to make an appointment;
 - Staff will follow up with the customer or Partner organization to become aware of the results of the referral and utilize the services of the Partner in managing services with the customer.
 - To the extent possible, and as requested, staff will assist the customer by providing information and referral to supportive service assistance where available from Partner or other organization.
 - i. Cross-train their respective staff;
 - ii. Consider co-enrollment options and practices;
 - iii. Consider the effect of cross-referrals on mutual performance expectations;

- iv. Constantly improve the joint delivery of services to customers.
- v. If applicable, the (Resource Sharing Agreement Attachment A) shall describe the process for the immediate referral of individuals to training who have been unable to obtain or retain employment through provision of Core and Intensive Services.

VIII. ONE-STOP SYSTEM DESCRIPTION: The vision of the County of Riverside WDC One-Stop is built upon four guiding principles, which are the essence of the One-Stop delivery system. These principles should be the goals of all One-Stop delivery systems, and be reflected in the planning and implementation of operations. They are the guiding principles in the development of MOUs, and cannot be accomplished without partnerships based on trust, cooperation and collaboration. The four principles that guide the One-Stop delivery system are:

- **Integrated:** offers as many employment, training and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills.
- **Comprehensive:** a large array of useful information with wide and easy access to needed services.
- **Customer Focused:** the ability to support informed choice by providing a means for customers to judge the quality of these services.
- **Performance Based:** where clear outcomes to be achieved and methods for measuring the agreed-upon outcomes, including customer satisfaction, are identified.

IX. FUNDING FOR OPERATION OF THE SYSTEM: The One-Stop Operator(s) is/are responsible for costs associated with operation of the One-Stop WDC. The Resource Sharing Agreement (RSA) is included as Attachment A and outlines the partner's services provision and the anticipated revenue share. Annual reconciliation shall take place upon each anniversary of the MOU execution. Resource Sharing: The partners agree to share resources in accordance with the attached Resource Sharing Agreement. It is expressly understood that this MOU does not constitute a financial commitment, but rather an intent to commit specific resources in the future as the partners' allocations and budgets are known and the one-stop system evolves. The one stop system is a work in progress, and its costs and the partners' resource contributions will not remain static from month to month or from year to year. These funds may be generated by methods such as, but not limited to:

- Management Fees
- Lease Fees
- Separate Financial Agreements
- Separate Funding Opportunities

X. DISPUTES: The partners shall first attempt to resolve all disputes informally. Any party may call a meeting of all partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Riverside County Workforce Development Board who shall place the dispute upon the agenda of a regular or special meeting of the WIB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute.

XI. ASSURANCES:

- A. WDB and Partners agree to comply with the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), and California Government Code Section 11135 et seq., as well as the regulations which implement these statutes, which prohibit discrimination on the basis of disability.
- B. WDB and Partners agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, or condition of physical or mental handicap.
- C. WDB and Partners agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

- D. WDB and Partners agree to honor confidentiality. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving or sharing information. As a condition of providing services at the Workforce Development Center, the partners shall adhere to the following:
- All client information will be treated with the strictest degree of confidentiality during and after involvement with the WDC.
 - Each partner shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees on a "need-to-know" basis only.
 - Each partner shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information.
 - This information will only be used in working with programs at WDC.
- E. The WDB and Partner assures that it has established, in accordance with section 184 of the WIA, fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds provided to the local board through the allotments made under sections 127 and 132. [WIA, Section 112(b)(11)]
- F. The WDB and Partner assures that it has implemented the uniform administrative requirements referred to in WIA, Section 184 (a) (3).
- G. The WDB and Partner assures that no funds received under WIA will be used to assist, promote, or deter union organizing [WIA, Section 181(b)(7)]
- H. The WDB and Partner assure that it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIA, Section 188.
- I. The WDB and Partner will comply with future State Workforce Investment Board policies and guidelines, legislative mandates, or other provisions as may be required under federal law or policy, including the Workforce Investment Act of 1998 or state legislation.

XII. ATTACHMENTS: The following attachments are included in this MOU.

- A. Resource Sharing Agreement
- B. Mandatory One-Stop Program Partner Grid
- C. Additional Partner Assurances
- D. Memorandum of Operations (MOO) (The MOO only applies to fully integrated partners).

XIII. PARTNER SERVICES AND SIGNATURES: The individuals signing this MOU have the authority to commit the party they represent to the terms of this agreement, and do so by signing:

For the RIVERSIDE COUNTY WORKFORCE DEVELOPMENT BOARD:

1151 Spruce Street
Riverside, CA 92507

Ricardo Olalde, Workforce Development Board Chairman

Contact person and title

Ricardo Olalde
Signature

(951) 955-3100 / (951) 955-3131
Telephone number / Facsimile number

6-29-09

Date

rolalde@rivcoeda.org
E-mail address

ONE-STOP PARTNER INFORMATION:

Department of Public Social Services

Partner Name

4060 County Circle Dr, Riverside, CA 92503
Address

Susan Loew, Director, Riverside County Department of Public Social Services

Contact person and Title

Susan Loew
Signature

(951) 358-3005 / (951) 358-3560
Telephone number / Facsimile number

6-4-09

Date

sloew@riversidedpss.org
E-mail address

Attachment A

**RIVERSIDE COUNTY WORKFORCE INVESTMENT AREA
RESOURCE SHARING AGREEMENT (RSA)**

The Riverside County Department of Public Social Services (DPSS) agrees to contribute to the delivery of the following core services in the local one-stop system:

The above named partner shall provide the following services as appropriate (please check):

- WIA Title I Eligibility Determination
- Outreach, Intake (worker profiling), and Orientation
- Initial Assessment
- Job Search
- Placement Assistance
- Career Counseling
- Job Listings
- Skills Needed
- Occupational Demand
- Marketing
- Recruitment
- Employer Services
- Job Development
- Employer Advisory Councils
- Employer Outreach Coordination
- Information on Eligible Training Providers
- Performance Outcomes
- Filing Claims for Unemployment Insurance
- Supportive Services
- Help in establishing eligibility for Welfare-to-Work (WtW) and Financial Aid
- Follow-up services for at least 12 months
- Occupational Skills Training;
- On-the-Job Training;
- Workplace Training combined with related instruction;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

A. The above named partner shall provide the following services as appropriate (please check):

1. Access to intensive and training services (including serving as the point of access to individual training accounts).
 - Occupational Skills Training;
 - On-the-Job Training;
 - Workplace Training combined with related instruction;
 - Training programs operated by the private sector;
 - Skill upgrading and retraining;
 - Entrepreneurial training;
 - Job Readiness training;

- Adult Education and literacy activities; and
 - Customized training.
2. Access to One-Stop partner programs and activities. Briefly describe.
 DPSS will provide an Employment Services Counselor (ESC) for each One-Stop program site. Additional ESC's will be made available as needed.
3. Access to Wagner-Peyser services including:
- Job search
 - Placement
 - Recruitment
 - Other labor exchange services
4. The Partner MAY also provide the following services:
- Access to customized screening and referral of qualified participants in training services to employment.
 - Customized employment-related services to employers on a fee-for-service basis.
 - Supportive services.
 - Needs related payments.
5. Cost of above services funded by:
 In-kind services provided by DPSS Employment Services.

B. The partner named above shall deliver the core services checked as appropriate, plus any intensive services, training, supportive services or other services listed and described below.

DPSS will provide child care, transportation and other ancillary services to CalWORKS-eligible individuals.

C. The partner named above expects to derive benefits from the one stop system as described below.

The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

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

The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

D. IDENTIFICATION OF SHARED COSTS

The costs identified as shared are reflected below. The costs consist of operational expenses of the Riverside County One Stop System that are incurred by partners in the provision of integrated customer services within the Workforce Development Centers. The following are considered pooled or shared costs attributable to the operations of the centers:

- **Salaries and Benefits:** Costs contributed toward staff salaries and benefits. All calculations are based on 1.5 Employment Services Counselor FTE.

Budgeted Costs	Expected Contribution
\$119,511	In-kind

- **Universal Access Services Space:** The space utilized by more than one partner in the delivery of integrated services to common customers. Costs are comprised of; reception, Career Resource Area, Skills Lab, Business Resources, staff meeting areas, break areas, customer service areas, storage areas, staff work areas, and restrooms. Rates paid for these areas also include utilities (gas and electric), security, janitorial and Day porter.

Budgeted Costs	Expected Contribution
\$51,845	In-kind

- **Telecommunication Services:** Telephone, data lines, Information Technology, and internet access services.

Budgeted Costs	Expected Contribution
\$14,328	In-kind

- **Universal Access Costs:** Costs of providing information in the Career Resource Areas of the WDCs, information on available employer services and on available training providers, marketing materials, subscriptions and labor market information.

Budgeted Costs	Expected Contribution
\$18,126	In-kind

- **Supplies and Equipment:** Costs of computers, fax machines, copiers, printers, and toner, equipment maintenance, and paper.

Budgeted Costs	Expected Contribution
\$27,494	In-kind

E. RESOURCE SHARING PLAN

Each Partner organization hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as contained in the Cost Allocation spreadsheet. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to reimburse any expenses incurred by another partner under this plan. The Partners agree to provide additional resources as required to fulfill their proportionate share of. Partners are not required to pay costs equal to amounts under each category so long as the total amount of proportionate share is satisfied. Costs will be reviewed annually to determine if modifications to the resource sharing plan are necessary.

F. MODIFICATION AND RECONCILIATION PROCESS

This RSA may be modified, revised or amended at any time by mutual written agreement of the Partners. DPSS staff will maintain information from each Partner related to the resources provided. This information will be submitted at least annually by each partner organization that provided resources during the previous year. Reconciliation of budget to actual expenditures will occur at least annually.

Attachment B

Mandatory One-Stop Programs and Partners

REQUIRED PROGRAM	PARTNER	On-site Full time	On-site Part time	Services By Referral
Formula Adult	Riverside County	X		
Formula DW	Riverside County	X		
Youth	Riverside County	Provided at Youth Opportunity Centers		
Job Corps	Cornerstone		X	
Native American	NICOA			X
Migrant & Seasonal Farm Workers	EDD	X		
Veterans Program	EDD	X		
Wagner Peyser	EDD	X		
Adult Education and Literacy	DUSD, RUSD	X (R)	X (I)	
Rehabilitation Act Parts A and B	Department of Rehabilitation		X	
WtW403(a)(5) SSA Title V Social Security	DPSS			X
Senior Community Service Employment	RC Office On Aging			X
Carl Perkins-Voc and Applied Tech Ed Act	RCC, MSJC, COD			X
Trade Adjustment Assistance Act NAFTA	EDD	X		
Transitional Adjustment Assistance Title II Trade Act 1974	EDD	X		
LVER/DVOP (Vets Services)	EDD	X		
Community Services Block Grant-Employment and Training Activities	No Funding in Riverside County			
HUD Employment and Training Activities	No Funding in Riverside County			
State Unemployment Programs	EDD	X		
Small Business (SB 293)				X

**Attachment C
Additional Partner Assurances**

Additional Partner Assurances shall only apply and be included for civil service partner agencies (i.e. state, federal, county).

None.



**COUNTY OF RIVERSIDE
WORKFORCE DEVELOPMENT BOARD**

**MEMORANDUM OF UNDERSTANDING WITH PARTNERS
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)
And Senate Bill (SB) 293**

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

PREAMBLE

This Memorandum of Understanding (MOU), made on the 11th day of June, 2009, is an operational agreement entered into by the Riverside County Workforce Development Board (WDB) and Desert Community College District to create a partnership to provide comprehensive, integrated workforce development services to businesses and jobseekers in the Local Workforce Investment Area (LWIA) in accordance with WIA, its implementing regulations and California Senate Bill 293.

WITNESSETH:

WHEREAS, the United States Congress has established the Workforce Investment Act of 1998 (WIA) (Public Law 105-220), which was signed into law July 7, 1998; and

WHEREAS, HR 1385 became law on August 7, 1998, establishing WIA as the national workforce investment system, and

WHEREAS, with the issuance of an Executive Order on October 10, 1999, the Governor enacted WIA in California, and

WHEREAS, California State Employment Development Department Directives, WIAD06-17 dated March 20, 2007, and WIAD06-21 dated June 29, 2007 provided guidance on implementation of the requirements of SB 293 whereby state and federally funded workforce programs will be fully integrated within the one-stop delivery system to achieve universal access to services;

NOW THEREFORE, it is mutually agreed as follows:

- I. **PARTNERSHIP PARTICIPATION:** To facilitate exchange of information and seamless operation, partners are expected to maintain a high level of communication. The following methods of participation will be required:
 - A. Attendance at monthly Partner Meetings. A designee with appropriate authority is to be present to act on behalf of the partner.
 - B. All partner staff will abide by the policies and procedures of the Workforce Development Center (WDC) related to general safety and behavior in the workplace.
 - C. Partners will use standardized WDC forms.
 - D. Partners will develop and use a collaborative marketing strategy informing job seekers, businesses, and the community at large about the services available through the Workforce Development Center. The following resources, as available, will be utilized to enhance coordinated marketing efforts:
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 - Public Information and Education
 - Speaker's Bureau
 - Brochures and Flyers
 - Commercial Air Time
 - Media Coverage
 - Public Television and Radio

- II. **SITE SUPERVISION.** WDB and Partners recognize that a number of practices and philosophies related to individual partners vary as a result of its unique organizational structure. These differences must be considered when unifying staff and services within the one-stop. Factors that must be considered are:
 - Differing pay scales for similar positions

- Functions for similar classifications among agencies, which may differ
- Off-site supervisors vs. site-based supervisors at the one-stop
- Union vs. Non-Union employees in similar classifications on site
- Hours of operation, including possible evening and weekend hours
- Varied legal holiday schedules
- Sharing of space, equipment, information, and materials

WDB and Partners agree to prior and specific agreements arrangements for supervision, addressing at a minimum the above issues, and modifying said practices over time in accordance with new or changing business or agency needs and requirements. Any such agreements will be attached and made part of this agreement by such attachment.

- III. **ONE-STOP PARTNERS:** The Workforce Investment Act (WIA) identifies mandatory One-Stop Partners as organizations that carry out programs or activities under programs authorized as defined under Section 121(b)(1)(A) of the Act and 20CFR Part 662.200, further in Section 121(b)(1)(B) of the Act, and 20CFR Part 662.210. Senate Bill (SB) 293 clarifies and adds small business development centers as required partners in those Local Workforce Investment Areas in which they exist. SB 293 further mandates that these state and federally funded workforce education, training, and employment programs be integrated in the one-stop delivery system to achieve universal access.
- IV. **ONE-STOP SYSTEM OVERSIGHT:** The Workforce Development Board, with the agreement of the chief elected official is authorized to designate or certify one-stop operators and to terminate for cause the eligibility of such operators. The Economic Development Agency is the One-Stop Operator in Riverside County. Multiple processes are in place to insure that the workforce system in Riverside County is providing quality services and fiscal accountability. Each year the State of California monitors program performance and fiscal processes. Each year the County Auditor controller performs an internal audit of fiscal processes. Every two years an independent audit firm performs the required OMB A-133 audit of the EDA financial records. The Workforce Development Agency monitors 8 Critical Measures on a monthly basis that include customer satisfaction, community involvement, and business engagement. In addition, an annual ADA compliance audit is completed and an annual self-assessment is completed using criteria based upon the Malcolm Baldrige standards.
- V. **TERM AND TERMINATION:** This MOU shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), by action of law, or in accordance with this section. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 180 calendar days in advance of the effective withdrawal date to the contact persons listed in section XXI. Partner Services and Signatures of this MOU.
- VI. **MODIFICATION:** This MOU may be modified, revised or amended at any time by mutual written agreement of the WDB and Partners.
- VII. **CROSS REFERRAL AGREEMENT:** For those Partners not co-located within the WDC, the WDB and Partners agree to receive referrals from and make referrals to the other Partners within the WDC system. A referral may be carried out with a written form, telephone call or email and will include the following elements:
- The customer will be given information about a Partner or other organization and its services, eligibility information, name, address, and hours of operation;
 - To the extent possible, and as requested, staff will assist the customer to make an appointment;
 - Staff will follow up with the customer or Partner organization to become aware of the results of the referral and utilize the services of the Partner in managing services with the customer.
 - To the extent possible, and as requested, staff will assist the customer by providing information and referral to supportive service assistance where available from Partner or other organization.
 - i. Cross-train their respective staff;
 - ii. Consider co-enrollment options and practices;
 - iii. Consider the effect of cross-referrals on mutual performance expectations;

- iv. Constantly improve the joint delivery of services to customers.
- v. If applicable, the (Resource Sharing Agreement Attachment A) shall describe the process for the immediate referral of individuals to training who have been unable to obtain or retain employment through provision of Core and Intensive Services.

VIII. ONE-STOP SYSTEM DESCRIPTION: The vision of the County of Riverside WDC One-Stop is built upon four guiding principles, which are the essence of the One-Stop delivery system. These principles should be the goals of all One-Stop delivery systems, and be reflected in the planning and implementation of operations. They are the guiding principles in the development of MOUs, and cannot be accomplished without partnerships based on trust, cooperation and collaboration. The four principles that guide the One-Stop delivery system are:

- **Integrated:** offers as many employment, training and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills.
- **Comprehensive:** a large array of useful information with wide and easy access to needed services.
- **Customer Focused:** the ability to support informed choice by providing a means for customers to judge the quality of these services.
- **Performance Based:** where clear outcomes to be achieved and methods for measuring the agreed-upon outcomes, including customer satisfaction, are identified.

IX. FUNDING FOR OPERATION OF THE SYSTEM: The One-Stop Operator(s) is/are responsible for costs associated with operation of the One-Stop WDC. The Resource Sharing Agreement (RSA) is included as Attachment A and outlines the partner's services provision and the anticipated revenue share. Annual reconciliation shall take place upon each anniversary of the MOU execution. Resource Sharing: The partners agree to share resources in accordance with the attached Resource Sharing Agreement. It is expressly understood that this MOU does not constitute a financial commitment, but rather an intent to commit specific resources in the future as the partners' allocations and budgets are known and the one-stop system evolves. The one stop system is a work in progress, and its costs and the partners' resource contributions will not remain static from month to month or from year to year. These funds may be generated by methods such as, but not limited to:

- Management Fees
- Lease Fees
- Separate Financial Agreements
- Separate Funding Opportunities

X. DISPUTES: The partners shall first attempt to resolve all disputes informally. Any party may call a meeting of all partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Riverside County Workforce Development Board who shall place the dispute upon the agenda of a regular or special meeting of the WIB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute.

XI. ASSURANCES:

- A. WDB and Partners agree to comply with the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), and California Government Code Section 11135 et seq., as well as the regulations which implement these statutes, which prohibit discrimination on the basis of disability.
- B. WDB and Partners agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, or condition of physical or mental handicap.
- C. WDB and Partners agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

- D. WDB and Partners agree to honor confidentiality. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving or sharing information. As a condition of providing services at the Workforce Development Center, the partners shall adhere to the following:
- All client information will be treated with the strictest degree of confidentiality during and after involvement with the WDC.
 - Each partner shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees on a "need-to-know" basis only.
 - Each partner shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information.
 - This information will only be used in working with programs at WDC.
- E. The WDB and Partner assures that it has established, in accordance with section 184 of the WIA, fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds provided to the local board through the allotments made under sections 127 and 132. [WIA, Section 112(b)(11)]
- F. The WDB and Partner assures that it has implemented the uniform administrative requirements referred to in WIA, Section 184 (a) (3).
- G. The WDB and Partner assures that no funds received under WIA will be used to assist, promote, or deter union organizing [WIA, Section 181(b)(7)]
- H. The WDB and Partner assure that it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIA, Section 188.
- I. The WDB and Partner will comply with future State Workforce Investment Board policies and guidelines, legislative mandates, or other provisions as may be required under federal law or policy, including the Workforce Investment Act of 1998 or state legislation.

XII. ATTACHMENTS: The following attachments are included in this MOU.

- A. Resource Sharing Agreement
- B. Mandatory One-Stop Program Partner Grid
- C. Additional Partner Assurances
- D. Memorandum of Operations (MOO) (The MOO only applies to fully integrated partners).

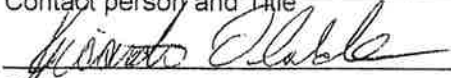
XIII. **PARTNER SERVICES AND SIGNATURES:** The individuals signing this MOU have the authority to commit the party they represent to the terms of this agreement, and do so by signing:

For the RIVERSIDE COUNTY WORKFORCE DEVELOPMENT BOARD:

1151 Spruce Street
Riverside, CA 92507

Ricardo Olalde, Workforce Development Board Chairman

Contact person and Title



Signature

07-20-2009

Date

(951) 955-3100 / (951) 955-3131

Telephone number / Facsimile number

rolalde@rivcoeda.org

E-mail address

ONE-STOP PARTNER INFORMATION:

Desert Community College District – College of the Desert

Partner Name

43500 Monterey Ave, Palm Desert, CA 92260

Address

Edwin Deas, Vice President Business Affairs

Contact person and Title



Signature

06/16/09

Date

760 773-2511

760 341-8678

Telephone number / Facsimile number

edeas@collegeofthedesert.edu

E-mail address