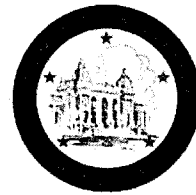


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.22  
(ID # 9637)

**MEETING DATE:**

Tuesday, September 10, 2019

**FROM:** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY/WORKFORCE DEVELOPMENT  
DIVISION: Ratify and Approve the Memorandum of Understanding for the  
Workforce Development Apprenticeship Coordinator between the County of  
Riverside and Riverside Community College District for Fiscal Year 2019-2020;  
All Districts. [\$173,849 - Riverside Community College District, 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Ratify and approve the form of the Memorandum of Understanding for the Workforce Development Apprenticeship Coordinator between the County of Riverside and the Riverside Community College District in the amount of \$173,849 with a term commencing April 1, 2019 and ending June 30<sup>th</sup>, 2020 (MOU);
3. Authorize the Assistant County Executive Officer/ECD, or designee, to execute a Memorandum of Understanding, substantially conforming in form and substance to the attached MOU;

**ACTION:**Policy

Robert Field, Assistant County Executive Officer/ECD 7/1/2019

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Perez and Hewitt  
Nays: None  
Absent: Washington  
Date: September 10, 2019  
xc: EDA

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

4. Authorize the Assistant County Executive Officer/ECD, or designee, to take all necessary steps to implement the MOU and sign subsequent necessary documents including, but not limited to, associated service agreements, modifications, and amendments, subject to County Counsel approval; and
5. Direct staff to file a Notice of Exemption with the County Clerk within five working days.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$173,849	\$0	\$173,849	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Riverside Community College District, 100%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2019/2020

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On behalf of the Riverside Community College District (RCCD), Norco College sought and was awarded grant funding from the James Irvine Foundation to expand registered apprenticeship opportunities in the Inland Empire region. Specifically, the grant funds will support career and technical education training as part of an initiative known as Local Apprenticeships Uniting a Network of Colleges and High Schools (LAUNCH). RCCD has indicated the need for an individual to coordinate LAUNCH activities of the community colleges and the Workforce Development Boards for Riverside and San Bernardino Counties. RCCD has proposed to provide resources for the LAUNCH Apprenticeship Coordinator position (Coordinator), such as funding to offset payroll expenses and a workstation located at Norco College.

Pursuant to an existing Memorandum of Understanding between the Riverside and San Bernardino County Workforce Development Boards, Riverside County was identified as the appropriate fiscal agent to employ the individual serving as Coordinator. The proposed form of the Memorandum of Understanding for the Workforce Development Apprenticeship Coordinator (MOU), attached hereto and incorporated herein by this reference, memorializes the terms under which RCCD shall provide funds and other resources to the County of Riverside to implement coordination of LAUNCH activities.

On April 17, 2019, the proposed MOU was presented to and approved by the Riverside County Workforce Development Board. Staff recommend that the Board of Supervisors ratify and approve the form of the MOU, which has been approved as to form by County Counsel, and authorize the Assistant County Executive Officer/ECD, or designee, to execute an MOU that substantially conforms in form and substance to the attached MOU.

Pursuant to the California Environmental Quality Act (CEQA), the MOU was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section

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

15061(b) (3), General Rule or "Common Sense" exemption. There is no possibility that the proposed program may have a significant effect on the environment, as the aforementioned sharing of grant funds will have purely financial and social-welfare benefits and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by staff with the County Clerk within 5 days of the approval of the attached MOU.

**Impact on Residents and Businesses**

Implementing activities under the LAUNCH program will strengthen linkages between the workforce and community college systems, specifically toward development and enhancement of a regional registered apprenticeship program. In turn, processes by which participants are trained as apprentices to meet the immediate needs of employers in the region will be improved.

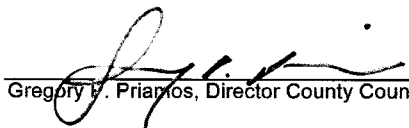
**Additional Fiscal Information**

Approval of this item will not impact Discretionary General Funding (Net County Cost) as funding is fully provided through this MOU with RCCD. In fiscal year 2019/20, there will be \$173,849 in costs for 12 months of program implementation.

**ATTACHMENTS**

- Form - Launch Memorandum of Understanding
- Notice of Exemption
- FAQ Regarding MOU & LAUNCH Apprenticeship
- LAUNCH Apprenticeship Network - Educators FAQ

  
Rekini Dasika, Principal Management Analyst 8/29/2019

  
Gregory P. Priamos, Director County Counsel 8/28/2019



Local Apprenticeship Uniting a Network of Colleges & High Schools

## Educators Launching the Inland Empire's Apprenticeship System

The LAUNCH Apprenticeship Network creates a dynamic apprenticeship system for residents and businesses in the Inland Empire. By forming a networked partnership among the educational institutions of our region, we provide a streamlined approach to developing and launching new apprenticeship programs and increasing pathways to higher paying careers and economic growth.

### Frequently Asked Questions:

[Why should my school/district join the LAUNCH Network?](#)

[How does my school/district join?](#)

[What if my school/district doesn't know how to coordinate apprenticeships?](#)

[Does my school/district need to develop new programs?](#)

[What if we are unable to coordinate apprenticeships \(or we don't know how\)?](#)

[If I join today, how soon will apprentices start at my school/district?](#)

[What if my school/district would like to remain independent from the LAUNCH Apprenticeship Network?](#)

[Who makes decisions about LAUNCH?](#)

[Can my school/district still seek apprenticeship grants, such as the California Apprenticeship Initiative grants, Department of Labor grants, etc., or does LAUNCH "take the lead" on all of that?](#)

### **Why should my school/district join the LAUNCH Network?** [\(Return to Questions\)](#)

LAUNCH provides schools with a structured cost-effective approach to starting apprenticeship pathways for their students and community. Joining LAUNCH unites your school to a network of industry partners, workforce and economic development initiatives, educational leadership and community organizations. Partners within LAUNCH work collaboratively on the same mission: Solving the Inland Empire's skills-gap.

By embedding apprenticeship into our regional educational system, LAUNCH provides a systematic framework for directly linking educational pathways with career success both in K-12 and high education. By joining LAUNCH, your school/district can provide your students with more options and more opportunity.

### **How does my school/district join?** [\(Return to Questions\)](#)

By completing the LAUNCH Educators Memorandum of Understanding (MOU), your school officially becomes an apprenticeship provider within the LAUNCH Apprenticeship Network. This means that your school can host apprenticeship students and offer apprenticeship pathways.



Local Apprenticeship Uniting a Network of Colleges & High Schools

**What if my school/district doesn't know how to coordinate apprenticeships?** ([Return to Questions](#))

The MOU outlines the necessary requirements for schools wishing to join the network. There are two primary components schools must provide to registered apprentices in the system:

- 1) Schools offer coursework – which may include existing curriculum – to apprentices that align with their apprenticeship program.
- 2) Schools ensure the on-the-job learning of individual apprentices is tracked and documented.

The LAUNCH team provides your school and district with technical assistance in offering coursework to registered apprentices and provides resources and guidance in monitoring and documenting work-based learning. In addition, the state of California has several methods of funding apprenticeship instruction that your institution may be eligible to receive and LAUNCH will provide guidance on funding.

**Does my school/district need to develop new programs?** ([Return to Questions](#))

To help your program get started, the LAUNCH team will identify available apprenticeship tracks that you can align with and begin offering immediately. This will give your school an immediate approval to begin offering apprenticeship pathways.

Your school can also begin developing new apprenticeship programs and the LAUNCH team will work with your faculty and staff during the development and approval process with the Division of Apprenticeship Standards. Being part of the network means that your school does not need to develop a full set of program standards but will only need to focus on the curriculum and work-based learning objectives.

**What if we are unable to coordinate apprenticeships (or we don't know how)?** ([Return to Questions](#))

The LAUNCH Apprenticeship Network supports partnering schools with the tools and resources to coordinate apprenticeships. This includes providing work-based learning tracking systems, interfacing with the Workforce Development Boards, internal staff training, and working collaboratively to support your industry partners. The LAUNCH team can also support with capacity needs while enrollments in your program grow.

**If I join today, how soon will apprentices start at my school/district?** ([Return to Questions](#))

Starting apprenticeships is a consultative process. Apprenticeships require industry partnerships, classroom and lab curriculum, and students. Because of this, each school may have different experience starting new apprentices. Some schools may see apprentices start immediately, and others may experience more of a process. The LAUNCH team works to bring the components together and will work collaboratively with you to get apprentices started.



Local Apprenticeship Uniting a Network of Colleges & High Schools

**What if my school/district would like to remain independent from the LAUNCH Apprenticeship Network?** ([Return to Questions](#))

The Inland Empire/Desert Regional Consortium formed LAUNCH to build an infrastructure for community colleges and high schools to deliver apprenticeships in a streamlined user-focused system. If LAUNCH does not work for your school, it's important for us to understand why. In the most effective models of apprenticeship expansion, we can see that a structured-network model seems most effective for apprentices and businesses. LAUNCH created a system that allows schools and districts to work collaboratively on expanding apprenticeship opportunities while supporting high quality standards throughout our institutions. Leveraging a standardized model of apprenticeship across our region allows for users (apprentices and businesses) to become quickly familiar with how apprenticeship works and how it can help them.

Your school is not obligated to join LAUNCH and can work with the Division of Apprenticeship Standards and/or Department of Labor to pursue different program options. However, LAUNCH cannot provide the same supportive resources to programs outside of the network.

**Who makes decisions about LAUNCH?** ([Return to Questions](#))

The LAUNCH Apprenticeship Network is an apprenticeship committee – pursuant to Labor Code 3074 – and operates according to the standards approved by the Division of Apprenticeship Standards. Committee members are composed of participating institutions, industry partners, Workforce Development and community stakeholders. Upon entry into the network, your institution would designate a committee member who would be a voting member and part of the decision making process. Participating institutions are encouraged to recommend industry partners that can join the committee, as well.

It is common for apprenticeship committees to designate sub-committees as they grow. These sub-committees can be specific to industry sectors/occupational clusters, geographic regions, Youth Apprenticeships, etc. The LAUNCH Apprenticeship Network has no designated sub-committees at this time, but plans to establish and support sub-committees as necessary.

**Can my school/district still seek apprenticeship grants, such as the California Apprenticeship Initiative grants, Department of Labor grants, etc., or does LAUNCH “take the lead” on all of that?** ([Return to Questions](#))

LAUNCH is not a fiscal agent, does not charge fees for its services, and is not a lead applicant on grants. Fiscal agents, such as school districts, will remain the lead applicants on grants and will direct funds while LAUNCH would work collaboratively within the region to support the effort on all grant/funding applications. Because we are seeing funding – such as the most recent Department of Labor grants – move towards consortium-based structures, our region needs to establish a structure that allows us to embed apprenticeship across our institutions. LAUNCH provides this organizational structure and positions our region to benefit from these kinds of grant opportunities and increases our effectiveness as a partner to businesses.



Local Apprenticeship Uniting a Network of Colleges & High Schools

## Memorandum of Understanding FAQ

Over the past few months, the LAUNCH Focus Groups have come to a consensus that consolidating our programs into one DAS Program/File over the course of this year would benefit the overall objectives of our regional apprenticeship initiative. The following FAQ serves to explain and reiterate the reasons/benefits expressed by the focus groups and outline the process for moving this direction.

Why did the group decide on a formal regional structure?

What does "consolidating" mean?

Please explain "administered regionally and coordinated locally" a little more.

How does oversight work?

Shouldn't the state's apprenticeship agency (DAS) be doing all this "systems" work?

What is my institution/organizations responsibility to the regional apprenticeship system?

How will the regional system impact existing programs?

Can my institution opt not to join the regional structure?

How does my school/district/program join the regional system?

How can my organization maintain its unique identity in the regional system?

**Why did the group decide on a formal regional structure?** ([Return to Questions](#))

To best leverage our strengths, the focus groups agreed that a regional structure and system of apprenticeship – clear to all participants and stakeholders – would facilitate greater collaboration, communication, and resource sharing, and would best serve our region's workforce and businesses. This year's legislative updates (AB 235 & 1809) provide our region the ability – one we previously did not have – to formalize and operate an apprenticeship system across multiple institutions and organizations (K-12, Colleges, and Workforce/Economic Development) and deliver simplified, well-run, and dynamic registered apprenticeships to businesses, skill-builders, and students. Taking this next step will strengthen our apprenticeship programs by:

- Lowering the overall cost of operating apprenticeships by centralizing administrative functions within the regional system.
- Channeling greater funds and resources to the "user experience" (coordination, instruction, equipment, etc.).
- Leveraging multi-employer structures and networked institutions, and aggregating programs around industry skills.
- Expediting new program approvals through the Division of Apprenticeship Standards (including alignment of existing programs).

We are seeing a trend (both state-wide and federally) in apprenticeship and workforce indicating funding opportunities have moved towards consortium-based braided funding strategies. Our region stands to be a leader in this regard and, with a formal structure in place, we have more abilities to pursue funding and advance legislative needs that will sustain our programs long-term.



Local Apprenticeship Uniting a Network of Colleges & High Schools

This regional structure enhances the user experience, as well. A gap in familiarity and “ease-of-entry” remain a constant hurdle for many students, job-seekers, and prospective business partners who would choose apprenticeship as a professional development and/or education strategy. For example, if a student wanted to start an apprenticeship in your service area, who/where would you send them to? What if that connection did not have the apprenticeship pathway the student was looking for? Having a regional apprenticeship structure will allow us to address the needs of our users – businesses and students – in an effective, networked and streamlined system. By standardizing some elements and procedures of apprenticeship – such as “How to get started” and “apprentice experience” – across our institutions, we can enjoy the benefits listed above internally, but we will also provide a direction to normalizing apprenticeships in our region and state. Centralizing our system allows us to market all of our apprenticeship pathways and opportunities and have a facilitated and efficient method for establishing new programs needed most by the region we serve.

**What does “consolidating” mean?** ([Return to Questions](#))

The Division of Apprenticeship Standards recognizes "program sponsors" or "administrators" and assigns File Numbers after they have an approved set of Program Standards. There is no limit on how many individual apprenticeship tracks/occupations may fall under one DAS File Number and those tracks are added by including additional Appendices to the existing standards (there is also no limit to the number of LEAs serving a particular program). For our purposes, we can use the term “Apprenticeship Pathways” to identify approved education and on-the-job training tracks for apprentices in our system.

In the technical sense, consolidating our programs simply means putting all of our Apprenticeship Pathways under one DAS File Number and operating under the same set of standards. This establishes an approved set of umbrella standards for our region and allows new and developing pathways to "attach" to those standards either by adding new apprenticeship pathways to the region or by joining/aligning with existing pathways.

In a practical sense, it means that we are completing the "back-end coding" for our region's apprenticeship programs and system. A consolidated regional structure means that apprenticeship is administered regionally and coordinated locally at the institutional/organizational level. Consolidating our programs allows us to create the "apprenticeship infrastructure" needed for scaling services to thousands of apprentices and businesses.

**Please explain "administered regionally and coordinated locally" a little more.** ([Return to Questions](#))

Apprenticeships happen at the individual level (a business and mentor(s) take-on an apprentice) and they are implemented and coordinated at the program/institution level (documents are processed, curriculum overseen, instruction delivered, work-based learning recorded, etc.). However, all of this exists within the framework of an apprenticeship system (the codes and regulations, overseeing agencies, funding streams, etc.). These elements remain symbiotic and each is benefited by the improvement of the other two.

The proposed regional structure implements a regional administrator to bridge the gap between the system and program levels, and to enhance the experience at the individual level. The regional





Local Apprenticeship Uniting a Network of Colleges & High Schools

administrative team works to provide resources (funding, program material, marketing, etc.) at the program level and create a more meaningful (greater recognition, greater permeability, greater stackability, etc.) experience at the individual level. In other words, the regional team does not serve an "oversight function," nor is it limited to "intermediary" types of services, but develops and supports the infrastructure for individual apprenticeships and programs.

Programs – at the institutional level – will remain the primary interface for apprentices in our system. Meaning that apprentices will still consider themselves apprentices/students of whatever program supports them. This method allows our system and institutions to maintain a personal level of connection with our apprentices and business partners without them feeling like they are dealing with a "third-party."

**How does oversight work?** ([Return to Questions](#))

Apprenticeship programs are typically overseen by committees and sub-committees. Specific committee structures and members are detailed in the program standards. The LAUNCH Focus Groups requests for each participating institution to designate committee and sub-committee members for the regional program. The committee can provide oversight to the regional apprenticeship system and sub-committees can oversee specific elements of the program.

**Shouldn't the state's apprenticeship agency (DAS) be doing all this "systems" work?** ([Return to Questions](#))

**Yes, they should/are:** DAS is working on building its capacity to serve a greater number of apprentices in the state. They are in the process of hiring a number of employees state-wide (including an Inland Empire team). They will need to continue developing their agency's resources and improving program interfaces (databases, material, process-flow, information, etc.).

**No, they can't:** DAS will, and probably should, remain "program neutral;" meaning they don't show favor to any particular program (union/non-union, college-based, public/private, etc.) and do not spend resources promoting one pathway over another, or one education partner over another. DAS approves and audits programs, provides oversight, and makes critical decisions about what apprentices are recognized by the State of CA. In other words, DAS needs to focus on raising the quality and capacity of apprenticeship in California as a whole. It's our job to define the role of the community colleges and K-12 programs in our region and be the best possible partner for businesses and workforce stakeholders in our region.

As a public system (the community colleges, K-12, workforce development), it's best to consider ourselves partners with specific functions and roles in providing the best apprenticeships for our citizens. Because we are closest to the user in terms of service (students, businesses, job-seekers, etc.) we need to consider it our responsibility to improve that portion of the system and work with the state on improving theirs. Our role in the proposed regional structure includes serving a multi-function as program administrators/sponsors, education providers and system navigators. As the Inland Empire DAS team continues to develop, we can pursue more collaborative system building projects.



Local Apprenticeship Uniting a Network of Colleges & High Schools

Looking at different models of apprenticeship system across the country and world-wide, there is significant variance to the role that colleges play within apprenticeship. California's system is currently undergoing significant evolution, and this is an opportunity for our colleges to play a leading role in shaping and improving the system that will exist in the coming decades.

**What is my institution/organization's responsibility to the regional apprenticeship system?** [\(Return to Questions\)](#)

Education providers interact most with individual apprentices and businesses and are prioritized in regards to resources and support. However, there is a need for these programs to organize in order to expand and deliver apprenticeships at the highest possible quality and to the greatest benefit of participants. Our proposed organizational structure places two main responsibilities on education providers:

**1) Provide the related education to registered apprentices in accordance with applicable education code.** Currently, California education codes, and the CCCCO's standing legal opinions, require that colleges do not charge tuition or fees to apprentices taking courses as part of their registered apprenticeship. Education providers need to establish internal procedures to ensure compliance with the education code and need to designate available training, courses, certificates, and/or degrees for apprentices.

California has updated education code so that colleges may now claim apportionment for registered apprentices attending their courses – meaning courses and programs do not need to be developed and run specific only to apprentices. RSI funding and ETP contracts may also be established as a way to fund instruction (note: These are also state funds and colleges may not "double-dip" – although, ETP has been developing contracts specific to apprenticeship programs that supplements RSI funds without displacing them). Grants typically allow for instructional expenses, as well. The proposed regional apprenticeship structure supports a braided-funds strategy.

**2) Coordinate and record on-the-job learning of apprentices.** Because education providers have the most interaction with apprentices, it makes strategic sense to build capacity for work-based learning to function at the institutional level. The regional administrator will make resources - such as work-based learning tracking platforms, databases, etc. - available to support institutions and will provide additional training and support in implementation. It will be the responsibility of institutions to ensure they have an internal structure to track work-based learning for the apprentices enrolled at their institution.

Because work-based learning is such a critical component of user-experience, our regional structure will work towards a uniform method of tracking and crediting work-based learning for apprentices that prioritizes streamlined, intuitive, and attractive user interfaces. The regional administrative office will work at the state level to pursue needed funding for sustainability and the regional committee can vet different structures, applications, and models. State law does not require a specific method/application, but there are regulations and standards that individual methods must meet.

**How will the regional system impact existing programs?** [\(Return to Questions\)](#)



Local Apprenticeship Uniting a Network of Colleges & High Schools

Existing apprenticeship programs, such as building trades programs and single-employer programs, may decide whether joining the regional system makes sense to them or not. However, historically, community colleges, K-12 districts, and county offices of education support these programs by serving as Local Education Agencies (not program administrators) and it is unlikely to change in the near future. AB 235 – which divides the apprenticeship system into traditional and non-traditional – will likely reinforce this practice while creating a significant need for program administrators for non-traditional programs. The goal of the LAUNCH Apprenticeship Network is not to incorporate existing programs but to develop and expand apprenticeship pathways in the region’s education and workforce system. LAUNCH will develop partnerships by establishing pre-apprenticeship pathways and constructive affiliations with existing programs.

Existing programs that are developed and operated by institutions and organizations within our consortium would, in most circumstances, join the regional system through this MOU and integrate the organizational structure of LAUNCH into their existing program. Identifying these programs may be nuanced and the process will be consultative. In addition, the LAUNCH committee will consider any transitional challenges existing programs may encounter in the process.

**Can my institution opt not to join the regional structure?** [\(Return to Questions\)](#)

The Division of Apprenticeship Standards and the Department of Labor are responsible for approving new apprenticeship programs. The regional program is not meant to be a bottleneck or “approval committee” for any college wishing to start an apprenticeship program. However, the LAUNCH Apprenticeship project represents an investment made by the Inland Empire/Desert Regional Consortium (IEDRC) and has presented this organizational structure as a strategic method for delivering quality apprenticeships across our education system. It may not be an imperative for every college/institution to join the regional structure, but it does not help the strategy and it weakens the consortium as a partner for business and apprenticeship stakeholders if fewer institutions participate. In other words, it weakens the chance of success for an investment that the region has already made. In addition, the resources made available through the regional program structure (i.e. expedited approval process, work-based learning tracking systems, partnering business networks, etc.) could not be provided to programs outside of the regional system.

**How does my school/district/program join the regional system?** [\(Return to Questions\)](#)

Schools, districts, and/or programs may join the regional system by completing the Memorandum of Understanding (MOU) detailing the participation requirements. Once the MOU has been signed, the regional apprenticeship administrator will work with your organization to determine what existing apprenticeship pathways your curriculum may align with and/or what apprenticeship pathways your organization may support.

**How can my organization maintain its unique identity in the regional system?** [\(Return to Questions\)](#)

The primary participation requirements of the regional system represent the extent to which all schools, districts, and programs must adapt to the organizational structure of the network. Beyond those



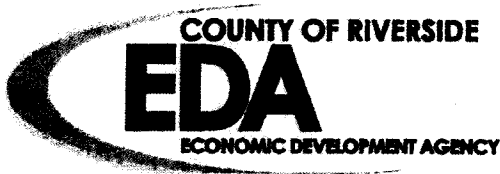
Local Apprenticeship Uniting a Network of Colleges & High Schools

requirements, individual programs will operate autonomously and can message their unique identity to stakeholders.

Structurally, there are two ways schools/programs can join the regional system:

- 1) **Education Providers** – Education providers offer curriculum tracks (courses, certificates, degrees, etc.) available to registered apprentices. When the region is forming new business partnerships, these tracks are “advertised” as available to all businesses and apprentices within the network. Education providers do not need to create a new Appendices to the regional standards and can operate under existing structures by providing coursework, certificates, and/or degrees to apprentices in the system and tracking work-based learning.
- 2) **Sub-Committee Programs** – Sub-Committee Programs would be slightly more “closed” to the general apprentice/business population and would be managed/overseen by a designated committee. Rather than aligning to existing apprenticeship pathways, Sub-Committee Programs would complete a separate Appendix A within the regional standards that designates their courses/training as specific to apprentices overseen by that committee. Sub-Committee Programs would still provide education to apprentices in the system and track work-based learning, but they would work with a specific/designated population of apprentices.

The LAUNCH Apprenticeship Network will maintain a responsive structure that incorporates all of the resources of our regional system (K-12, community college, for-credit, non-credit, contract education, accelerated pathways, etc.). All of these resources have particularities that benefit the whole system and make our network the strongest partner for businesses and the best resource for career-minded individuals, but they also require nuanced technical applications. The regional committee will continue improving its structure to realize the best apprenticeship system our consortium can provide.



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

\_\_\_\_\_ VIA EDA \_\_\_\_\_  
Date Initial

### NOTICE OF EXEMPTION

August 26, 2019

**Project Name:** County of Riverside, Economic Development Agency (EDA)/Workforce Development Division, Memorandum of Understanding (MOU) with Riverside Community College District for the regional LAUNCH Workforce Development Apprenticeship Coordinator on behalf of Norco College

**Project Number:** 1900300000

**Project Location:** Riverside and San Bernardino Counties

**Description of Project:** The County of Riverside Board of Supervisors is seeking to continue a partnership with Riverside Community College District to be the Inland Empire Regional Planning Unit (IERPU) regional LAUNCH Workforce Development Apprenticeship Coordinator. The Coordinator shall be primarily responsible for navigating Workforce Investment and Opportunity Act supportive services, California Workforce Development Board initiatives, and other workforce development initiatives as they relate to apprenticeship and the LAUNCH project, work with the Inland Empire Regional Planning Unit and shall liaison with both San Bernardino and Riverside County Workforce Development departments, prepare and make recommendations to the San Bernardino and Riverside County Workforce Boards and staff of the Workforce Development system regarding long-term sustainable apprenticeship procedures and practices that the Boards can support, and shall prioritize the work plan of the James Irvine LAUNCH Apprenticeship Network project, and provide leadership and support in fulfilling the objectives laid out in the grant proposal. The position is funded through a special grant from the James Irvine Foundation. The term of this MOU shall be from the April 1, 2019 until the expiration of funds, or June 30th, 2020. The Effective Date of this MOU shall be April 1, 2019, with a maximum contract value of \$173,849.14. This MOU is identified as the proposed Project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. No additional direct or indirect physical environmental impacts are anticipated from the implementation of IERPU regional LAUNCH Workforce Development Apprenticeship Coordinator identified in the Memorandum of Understanding.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency/Workforce Development Division and Riverside Community College District

**Exempt Status:** State CEQA Guidelines, Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Article 5, Section 15061.

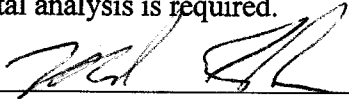
SEP 10 2019 3.22

**Reasons Why Project is Exempt:** The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the implementation of the IERPU regional LAUNCH Workforce Development Apprenticeship Coordinator through the partnership between the County and Riverside Community College District.

**Section 15061 (b) (3) "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The coordination activities of the IERPU LAUNCH Workforce Development Apprenticeship Coordinator, managed by Riverside Community College District, are apprenticeship efforts/opportunities provided by the County through a grant from the James Irvine Foundation. The MOU will provide a partnership between the two entities that allow for provision of apprenticeship coordination activities/services. The MOU will not result in any direct or indirect physical effects. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is required.

Signed: \_\_\_\_\_



Date: 8/26/19

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Economic Development Agency

**Memorandum of Understanding**

**For**

**The Workforce Development Apprenticeship Coordinator**

**Between**

**County of Riverside**

**And**

**Riverside Community College District**

This Memorandum of Understanding ("MOU") is made and entered into by and between the County of Riverside, a political subdivision of the State of California, by and through its Economic Development Agency, Workforce Development Division ("County"), and the Riverside Community College District ("RCCD"), on behalf of Norco College, as of the Effective Date (defined below). County and RCCD are collectively referred to herein as the "Parties".

**RECITALS**

WHEREAS, Riverside Community College District provides project management for the Inland Empire Desert Region Consortium regional apprenticeship consortium, known as LAUNCH, and was awarded grant funding to coordinate apprenticeship efforts between the County and participating community colleges; and

WHEREAS, the consortium provides registered apprenticeship opportunities to students and job-seekers in Riverside and San Bernardino Counties; and

WHEREAS, the County of Riverside has a mutual goal of expanding registered apprenticeship opportunities in the Inland Empire region; and

WHEREAS, both Parties agree that an interagency strategy would strengthen the workforce and educational opportunities in our region.

NOW, THEREFORE, the Parties hereto enter into this MOU as a full statement of their respective responsibilities during the term of this MOU, and in consideration of the representations made above and the covenants and conditions set forth herein, the Parties agree as follows:

**General Information:**

- I. This MOU provides resources, including funding and a workstation, for the County to employ a regional workforce development apprenticeship coordinator ("Coordinator") at the Norco College Campus. The Coordinator shall work with community college project management of the regional consortium-based apprenticeship project (LAUNCH).

II. Obligations of RCCD

- a. RCCD shall provide funding to offset payroll costs incurred by the County for employing the Coordinator up to \$173,849.14 through June 30, 2020.
  - i. The County shall invoice RCCD on a monthly basis. RCCD shall pay the invoice within thirty (30) calendar days from receipt of the invoice.
- b. RCCD shall provide work space and office furniture for the Coordinator at the Norco College Campus.

III. Obligations of the County

- a. The County shall hire, or re-assign, managerial level staff to work as a workforce development apprenticeship Coordinator on the LAUNCH project with community college staff.
  - i. As a member of the team, the Coordinator shall be primarily responsible for navigating Workforce Investment and Opportunity Act supportive services, California Workforce Development Board initiatives, and other workforce development initiatives as they relate to apprenticeship and the LAUNCH project.
  - ii. The Coordinator shall work with the Inland Empire Regional Planning Unit and shall liaison with both San Bernardino and Riverside County Workforce Development departments.
  - iii. The Coordinator shall prepare and make recommendations to the San Bernardino and Riverside County Workforce Boards and staff of the Workforce Development Departments regarding long-term sustainable apprenticeship procedures and practices that the Boards could support, as well as provide leadership.
  - iv. The Coordinator shall prioritize the work plan of the James Irvine LAUNCH Apprenticeship Network project and provide leadership and support in fulfilling the objectives laid out in the grant proposal.
- b. The County shall coordinate with LAUNCH and RCCD management and the San Bernardino County Workforce Development Department regarding the selection of the Coordinator, detailed work plans, and objectives for the Coordinator.

Term:

The term of this MOU shall be from the April 1, 2019 until the expiration of funds, or June 30<sup>th</sup>, 2020. The Effective Date of this MOU shall be April 1, 2019.



Independent Parties:

The Parties to this MOU shall act in independent capacities during the term of the MOU and not as agents or representatives of the other. Nothing in this MOU shall create a combined entity and each will act in an independent manner.

Indemnification:

The Parties mutually agree and understand that, during the terms of this MOU:

- I. the County shall indemnify, defend and hold harmless the RCCD and its Trustees, officers, employees, and agents, individually and collectively, from and against all claims, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, out, or in connection with its performance of this MOU for the active negligence and willful acts or omissions of County's, its officers, directors, Board of Supervisors, employees and agents.
- II. the RCCD shall indemnify defend and hold harmless the County and its officers, directors, Board of Supervisors, employees and agents, individually and collectively, from and against all claims, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, out, or in connection with its performance of this MOU for the active negligence and willful acts or omissions of RCCD's Trustees, officers, employees and agents.
- III. The Parties shall promptly notify each other of any claims or demands which arise and for which indemnification is sought. The terms of this section shall survive the termination of this MOU.

Nondiscrimination:

The Parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. County understands that harassment of any student or employee of RCCD with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.

Notices:

Any notices and reports required or desired to be served by either party upon the other shall be addressed as set for the below.

RCCD:

Riverside Community College District, on behalf of Norco College  
c/o Norco College  
Attn: Charles Henkels  
2001 Third Street  
Norco, CA 92860

---

County of Riverside:

County of Riverside Economic Development Agency/Workforce Development Division  
Attn: T. Kim Pham  
1325 Spruce Street, Suite 400  
Riverside, CA 92507

Interpretation and Governing Law:

This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof.

Alternative Dispute:

The Parties agree that before either party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each party shall bear its own expenses and costs associated with the mediation. The cost of mediator shall be shared equally by the Parties.

Venue:

Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location.

Termination:

Either party may terminate this MOU for any reason by giving written notice to the designated representative of the other party thirty (30) days prior to the expiration of this MOU. Except as otherwise provided herein, upon termination of this MOU, RCCD shall make payment for County's performance up to the date of termination in accordance with this MOU.

Conflict of Interest:

No member, official or employee of RCCD or County, shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

Authority to Execute:

The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.

No Other Representations:

The Parties acknowledge that no representations, inducements, promises or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not here stated. Any other agreement or statement of promises not contained in this MOU shall not be binding or valid.

Amendments and Modifications:

It is agreed that the rights, interests, understandings, agreements and obligations of the respective Parties pertaining to the subject matter of this MOU may not be amended, modified or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of each of the Parties hereto and duly executed by the Parties.

Complete MOU:

This MOU constitutes the complete understanding of the parties regarding the matters to which it refers, and incorporates all prior oral agreements in contemplation of this written MOU. This written MOU contains all the relevant understandings between the parties.

**Counterparts:**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and whether or not all Parties execute each counterpart.


---

[Signature Provisions on Following Page]

This MOU has been read and agreed upon by the following representatives of both Parties.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**COUNTY OF RIVERSIDE**

<p>RIVERSIDE COMMUNITY COLLEGE DISTRICT, on behalf of Norco College</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>	<p>COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Economic Development Agency/Workforce Division</p> <p>By: _____ Carrie Harmon Director of Workforce Development</p> <p>Dated: _____</p>
	<p>APPROVED AS TO FORM: Gregory P. Priamos County Counsel</p> <p>By:  _____ Amrit P. Dhillon, Deputy County Counsel</p>