Fresno Regional
Workforce
Development Board

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Workforce Innovation and Opportunity Act

4-Year Local Plan
Program Years 2017 – 2020

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Fresno Regional Workforce Development Board
Workforce Innovation and Opportunity Act
4-Year Local Plan
Program Years 2017-2020

A. Vision, goals, and strategy of the Local Board and its partners, including:

1. A description of the Local Board's strategic vision to support regional economic growth and economic self-sufficiency. This must include goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), and goals relating to the performance accountability measures based on WIOA performance indicators described in 20 Code of Federal Regulations Notice of Proposed Rulemaking 677.155(a)(1). Vision, goals, and strategy must be linked to the analytical background information.

On May 19, 2009 the County of Fresno and the City of Fresno entered into a Joint Powers Agreement (JPA) to administer Workforce Innovation and Opportunity Act (WIOA) funds within Fresno County. The County and the City jointly charged the Fresno Regional Workforce Development Board (FRWDB) with implementing strategies and programs to meet the employment and training needs of Fresno businesses and job seekers. In compliance with this mandate, the FRWDB adopted the vision that "*Business is our Primary Customer.*" In doing so, the FRWDB has acknowledged that the best way to serve our job seekers is to understand and support the needs of our businesses. To implement this FRWDB continuously scans the employment and training needs of business - not only in Fresno, but regionally across the San Joaquin Valley.

The private sector appointments to the FRWDB Board of Directors are representative of the high-demand growth industries within our region; including healthcare, construction/trades, and manufacturing. Other appointment categories to the FRWDB Board of Directors represent education, economic development, local government, state agencies, and organized labor. All FRWDB Directors must serve on a FRWDB Committee (Adult, Youth, Business and Industry, or FRWDB Executive). Our FRWDB Committees evaluate detailed One-Stop System data and continuously drive for systems improvement.

The FRWDB is at the forefront of community efforts to ascertain and respond to workforce issues in Fresno County. Deep experience in the field, extensive local and regional partnerships, and creative thought leadership all come together to positively position the FRWDB to respond to business needs as a community leader and convener.

The FRWDB's role as a convener and leader is reflected by its support of innovative workforce initiatives, ranging from programs that address specific needs of our diverse population to recognizing the demand for career technical education leading to stackable credentials. All meeting industry demand for a skilled workforce if we are doing our job right.

The FRWDB's drive for local excellence has led it to spearhead a number of valley-wide job training initiatives, specifically in the areas of manufacturing and public infrastructure construction. Utilizing funding from the State of California and the United States Department of Labor, and with FRWDB acting as fiscal and administrative agent, focused recruitment, assessment and training is taking place in those two (2) key industry sectors across the eight (8) valley counties stretching from San Joaquin in the North to Kern in the South.

2. ***Taking into account analyses described above, provide a strategy to work with the entities that carry out the core programs and other required partners to align resources available to the local area, to achieve the strategic vision of the local plan.***

The FRWDB has a strong relationship with its WIOA partners within the One-Stop System and continues to strengthen its relationships with other community partners servicing Fresno County. The FRWDB is taking the following steps to align resources and services in the coming years:

- The vision and programmatic elements outlined in this Plan are being shared with partners and will be reviewed, revised, and jointly implemented by the FRWDB One-Stop System.
- Formula funds and special grant funds will be set aside to support the expanded our roster of services, including services to individuals with barriers to employment, incumbent workers, and English as a Second Language training programs within the One-Stop System.

B. *Local program alignment to implement State Plan policy strategies.*

1. ***Provide a description of the workforce development system in the local area that identifies programs included in the system.***

The design of the One-Stop delivery system was developed by all of the required partners and is continually assessed for improvements. The participant flow within the One-Stop System starts with Basic Career Services, and proceeds through Individualized Career and Training Services based on the individual needs of each participant. All designed to assist these clients in achieving success and becoming self-sufficient.

As prescribed by the WIOA, the One-Stop delivery system in Fresno County is comprised of the mandatory One-Stop partners and services. Optional partners may be added to meet local needs. Partners are committed to the state's vision of a One-Stop that is participant focused, performance-based, accountable to each other, and that meets the local needs of participants and employers. The FRWDB's goal is to offer access to all services, high-quality job training, and workforce education programs through Fresno County's One-Stop System.

Throughout the county, we maintain six (6) One-Stop access locations to serve the entire urban and rural populations: One (1) comprehensive center in the city of Fresno, where the majority of our partners are co-located, and five (5) affiliate sites, located in the cities of Reedley, Selma, Coalinga, Mendota and Firebaugh.

Comprehensive Center

- Accessible to the general public during regular business hours.
- Physically and programmatically accessible to individuals with disabilities and individuals with little or no English proficiency.
- Basic and Individualized Career Services and Training Services.
- Access to programs and activities provided by WIOA mandated partners, including employment services authorized under the Wagner-Peyser.

Affiliate Locations

- Accessible to general public and physically and programmatically accessible to individuals with disabilities and individuals with little or no English proficiency.
- Basic and Individualized Career Services and Training Services.
- Representation of one (1) or more mandated WIOA partner, either physically or through direct linkage.

All partners are not physically in all locations due to manpower and resource constraints. However, all One-Stop locations utilize our partner referral and co-enrollment process that allows a virtual One-Stop delivery system. A list of all One-Stop locations in Fresno County is provided in Attachment II.

The delivery system is based on the "one-stop" concept, where information about, and access to, a wide array of job training, education, and employment services is available for participants at a single location where they will be able to easily access needed services. The FRWDB tracks all participants' usages and referrals through our I-Train common intake case management system. This is critical to ensure that the FRWDB can analyze and respond to additional resources that may be needed by our participants.

Self-service and informational activity accessed through Basic Career Services requires minimal registration and is universally available. Participants with a solid work history and no self-disclosed employment barriers will be referred to Basic Career Services that provide resource room services, activities, and assistance from the One-Stop Contract Coordinator specialist.

A "Self-Reliance Team", which is comprised of One-Stop staff and WIOA partner staff from at least one (1) of the partners (State of California Employment Development Department (EDD), Fresno County Department of Social Services, or the Department of Rehabilitation) is responsible for interviewing participants who have requested Individualized Career or Training services. The purpose of this interview is to review the current situation of the participant and provide the best possible referral(s) to assist them in upgrading their current position or obtaining employment.

Through the One-Stop, employers have a single point of contact to list job openings and provide information about current and future skills needed for their workforce. They will benefit from a single system for finding a qualified workforce that meets their needs.

Sector One-Stops

As part of this model, the FRWDB is developing innovative strategies by revising its provision of One-Stop services to include specialized sector One-Stops for locally-identified demand sectors. Under the initial implementation of this model, the FRWDB will focus on Healthcare, Manufacturing, Trades, and Government. The first sector One-Stop is for the Government sector, which opened its doors to provide services in December 2015.

Sector-based orientations are provided at the comprehensive One-Stop location to provide information on the various occupations in demand sectors. Information such as wages, minimum hiring requirements, the application process, and how to access services at the specialized sector One-Stops based on their career goal is provided at the orientations. These sector One-Stops will be staffed with specially trained dedicated staff who are experts in the sector, knowledgeable in labor market information, and understand the minimum qualifications, training opportunities, application process, and interview process for a particular sector.

2. ***Identify how the Local Board will support the seven policies identified in the State Plan and will work with the entities carrying out core programs and other workforce development programs, including programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) to support service alignment and implement the policy strategies emphasized in the State Plan (the seven strategies are sector strategies, career pathways, organizing regionally, earn and learn, supportive services, building cross system data capacity, integrating services and braiding resources).***

i. Sector Strategies (including regional)

As stated above, the FRWDB has developed innovative strategies by revising its provision of One-Stop services to include specialized sector One-Stops for locally-identified demand sectors. Under the initial implementation of this model, the FRWDB will focus on Healthcare, Manufacturing, Trades, and Government. The first sector One-Stop is for the Government sector, which opened its doors to provide services in December 2015 with additional sector One-Stops for Healthcare, Manufacturing and Trades to open in 2017 and 2018.

In addition, the FRWDBs Business and Workforce Consultants (BWC) will outreach to sector employers to strengthen business relationships, act as a clearinghouse of information on data and research, and solicit feedback to enhance quality services for the benefit of the business community and job seekers. The BWCs will work directly with their sector employers to gauge a broad range of employer needs including recruitment and placement services, On-the-Job Training (OJT) for new employees and incumbent worker training for their current workforce and referrals to

appropriate resource to assist them in business growth and employee retention.

ii. **Career Pathways (including regional)**

Building on the sector approach described in the Regional Plan, the FRWDB will identify career pathways associated with the identified priority sectors. As part of the career pathway development, the FRWDB will detail training and credentialing opportunities, broker co-enrollment possibilities, and work to identify financial resources and the support to allow WIOA program participants to pursue these pathways.

The FRWDB is committed to providing targeted access to our WIOA participants for employment in high-growth, high-wage employment. The FRWDB has adopted a local sector strategy targeting six (6) high-growth and/or high-wage industry sectors: Healthcare, Trades, Manufacturing/ Water Technology, Government, Logistics/Distribution and the cross sector occupation of Information Technology. Periodic employment surveys are conducted by the FRWDB to identify and evaluate the current hiring and skills needs within these industries. As business needs evolve, the FRWDB will continue to assist businesses with retaining and growing jobs in Fresno County.

In conjunction with the Regional Plan on-ramps, the FRWDB will utilize a career pathways training model that focuses on a mix of job readiness and the ability to attain industry-recognized certificates, education, or degrees needed for employer-vetted occupations in targeted industry priority/emerging clusters.

This mix will be vetted by employers and rely on a mix of tools with the goal of preparing the workforce to meet and exceed employers' requirements. Examples include:

- Stackable educational/training options
- Accelerated/integrated education and training
- Industry-recognized credentials
- Basic skills training
- Soft skills
- Job readiness
- Vocational English as a Second Language
- OJT, registered apprenticeships, internships, and other Earn and Learn models

The future strategy for outreach to our sectors will be to:

- Continually assess workforce needs to prepare and train participants to meet those needs
- Create or continue pilots within each sector to gain critical mass in sector penetration, as appropriate

- Develop sector career ladder and align these with the efforts of education partners, in conjunction with regional and local priorities
- Continually evaluate service to enhance service offering.

Through the Slingshot and Prop 39 grants, the FRWDB is working with Local Workforce Development Boards and community colleges in the Central Valley RPU, to develop employer driven curriculum and training programs for career pathways in the Manufacturing and Construction and Trades occupational sectors.

iii. Organizing Regionally

The Central Valley has a long history of regional partnerships beginning with the Private Industry Council, Fresno County has been an active member of the Central California Workforce Collaborative (CCWC), which is comprised of eight Local Workforce Development Areas, including San Joaquin, Stanislaus, Merced, Madera, Kings, Tulare, Kern/Inyo/Mono.

For more than 25 years Fresno County Workforce staff has actively participated in monthly meetings to share best practices, conduct reginal procurements and compete and administer competitive regional grants, which included two (2) direct Governor Discretionary Grants to support the development of the regional workforce development. The CCWC also has a representative on the Board of Directors of the California Partnership for the San Joaquin Valley.

The FRWDB has managed multiple regional grants within the eight county regions, including the Slingshot and Prop 39 grant funded projects, which include working with the Fresno, Madera, Kings, Tulare Building Trades Council and various community colleges throughout the region to provide training in the Public Infrastructure and Manufacturing sectors

The FRWDB activity participates in planning sessions with local and regional community college districts and Adult Education consortiums for the development of service local and regional plans such as the Central/Mother Lode Regional Consortiums Strong Workforce plan.

iv. Earn and Learn

The FRWDB has developed "Earn and Learn" work-based learning strategies that are designed to assist individuals with barriers to employment to gain relevant skills to assist them in obtaining employment in high wage sector occupations. These strategies include a focus on the development of industry recognized post-secondary credentials, career pathways, and enhanced connections to registered apprenticeship. Work-Based Learning includes OJT, apprenticeship, and work experiences and internships that are linked to careers. Work-based learning services may also include job shadowing and career exploration to help customers

develop skills, experience and exposure to careers or industries based on their interests and competencies.

Work-based learning opportunities are marketed by FRWDB and One-Stop business service staff. Staff will pursue opportunities with employers and to development relationships with local business to identify work-based learning opportunities make appropriate referrals for work-ready participants.

Through a partnership with the San Joaquin Manufacturing Alliance, Fresno County Career Technical Education / ROP and local community colleges, the FRWDB developed the Manufacturing Internship Pilot Program. This program will build a workforce-ready talent pipeline by connecting youth to the Manufacturing Industry through career exploration, classroom training and paid internships.

Through the Manufacturing Internship Pilot Program youth will complete an in-depth screening process, which includes an interview with manufacturing employers, soft skills evaluation, drug-screening and background checks. Participants selected through the pre-screening process complete paid work experience with local employers, two (2) semesters of Manufacturing training and an externship upon completion of the classroom training. Upon completion of the training program, youth will be provided with employment opportunities in various occupations in the Manufacturing sector. The FRWDB plans to expand this model to other sector industries in 2017 and 2018.

In addition, the FRWDB has a long standing partnership with the local building trades' council providing pre-apprenticeship training creating a pathway to various union apprenticeship programs.

v. Supportive Services

Supportive Services are provided through a multitude of sources, including WIOA-funded Supportive Services, as well as WIOA partners and other community funded Supportive Services. Supportive Services are intended to enable an individual to participate in WIOA-funded programs and activities to secure and retain employment. Supportive Services include but are not limited to:

- Assistance with clothing, food, housing, uniforms and tools.
- Transportation assistance, such as bus passes, car repair, and mileage.
- Needs-related services payments.

The FRWDB works with One-Stop and partner staff to provide on-going training to increase knowledge regarding programs and resources

available through the One-Stop and its partner agencies, and other local community organizations.

vi. Building Cross System Data Capacity

The FRWDB staff utilizes a variety of sources for economic and labor market data including but not limited to, EDD LMI Data, EconoVue, EMSI and American Community Survey data and regional and local economic and skills gap analysis data collected through the Central Valley RPU regional employer survey. The FRWDB also utilizes employment data collected through periodic local employment surveys. In addition,

The FRWDB Staff will continue to work with partners in attempting to solve the problem of data sharing and reporting across partners. Additionally, staff is working with existing partners on a pilot program to build cross-system data capacity.

vii. Integrating Services and Braiding Resources

In response to both national and state calls for increased integrated service delivery within One-Stops over the past several years, the FRWDB has been pro-actively identifying needs and implementing processes to improve efficiency of the FRWDB's employment and training system, with a primary focus on meeting employer-driven demand.

The FRWDB has demonstrated a capacity to help create a competitive employment and training system designed to meet the needs of participants and the talent needs for employers. The demonstrated value of the FRWDB includes:

- A depth and diversity of partnerships.
- Experience and depth with industry sector initiatives.
- Diversity and depth of work with a variety of public and private training providers.
- Expertise and success with placement of diverse and hard-to-serve participants.
- High standards of grant management for both state and federal competitive funding.

The funding for the FRWDB's One-Stop system is provided through WIOA programs for adults, dislocated workers and youth. The system also includes numerous partners and programs that contribute both financially and through in-kind services to provide effective employment and training services to WIOA participants.

In order to improve customer-centered service delivery and braid partner resources, the FRWDB began working with WIOA partners for the development and implementation of an integrated service delivery model.

The key components will include:

- Organization of staff around functions and participant needs.
- Functional leadership and supervision to support functional teams.
- Co-enrollment of participants.
- Electronic referrals for partner services.
- Continuous quality improvement based on participant feedback.

For staff, this means:

- The participants' and employers' needs are at the forefront.
- Every participant is everyone's participant.
- Staff development and training opportunities to support transition to new roles under functional teams.
- Serving as navigators to ensure participants access services from various partners as needed.
- FRWDB staff will continually monitor and assess WIOA and partner initiatives to avoid duplication and to more effectively integrate services and braid resources.

Participants will experience:

- Value-added interaction during each visit.
- Seamless transition between staff, programs, and/or services.
- "No wrong door".

C. *Specific Services and Service Delivery Strategies.*

1. ***Provide a description of the ways the Local Board will work with entities carrying out core programs to expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. Target populations include those listed in WIOA Section 23(a)-(m).***

Through the FRWDBs established MOUs with WIOA partner programs such as Department of Rehabilitation, Department of Health and Human Services and EDD Veteran Services Representative, the One Stop system provides a full range of basic career services, individualized career services and employment and training services that are accessible and meets the needs of individuals with barriers to employment.

The FRWDB provides priority of services for individuals with barriers to employment and has local policies clearly defining the priority of service requirements for all adult individuals who are recipients of public assistance, low income and basic skills deficient individuals, this also includes veterans and individuals with disabilities.

Access to all partner services are available either on-site at the One-Stop or via referral. The use of various technology platforms and methodologies will be used to facilitate the delivery of these services when and where appropriate and cost

effective. Customers are referred and meet with core partner staff such as Department of Rehab, Department of Social Services, EDD UI and Veterans Services and adult education partner staff, based on their individual needs.

The local system provides for the co-enrollment of individuals in multiple partner programs, as needed, to assist the individual in successfully addressing employment barriers, which will result in a successful outcome (sustained employment in a demand occupation, leading to self-sufficiency) for the individual participant.

All One-Stop and WIOA program staff are crossed trained in the eligibility requirements for each partner's services in order to ensure appropriate referrals. Through on-going training, all partners will be aware of the services available under WIOA, including Basic Career Services, Individualized Career Services and Training Services. Associated with these will be the availability of Supportive Services to support job search and training activities. Individuals will be referred to appropriate partner(s) as needed. Where partners offer the same types of services as those available under WIOA, those services will be braided (without duplication) to ensure the best possible outcome for the individual, based on their specific needs.

All criteria and the processes to receive these services are described in the FRWDB's local Policies and Directives. These documents are available to partners, sub-recipients, and the public on our website, www.workforce-connection.com.

2. ***Provide a description of the way the Local Board will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs.***

Building on the sector approach described in the Regional Plan, the FRWDB will identify career pathways associated with the identified priority sectors. As part of the career pathway development, the FRWDB will detail training and credentialing opportunities, broker co-enrollment possibilities, and work to identify financial resources and the support to allow WIOA program participants to pursue these pathways.

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This mix will be vetted by employers and rely on a mix of tools with the goal of preparing the workforce to meet and exceed employers' requirements. Examples include:

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The future strategy for outreach to our sectors will be to:

- Continually assess workforce needs to prepare and train participants to meet those needs
- Create or continue pilots within each sector to gain critical mass in sector penetration, as appropriate
- Develop sector career ladder and align these with the efforts of education partners, in conjunction with regional and local priorities
- Continually evaluate service to enhance service offering

3. Provide a description of the way the Local Board will improve access to activities leading to a recognized post-secondary credential (including a credential that is an industry-recognized certificate or certification, portable, and stackable).

The FRWDB utilizes formula funding and special grants to provide training opportunities for WIOA participants. The FRWDB has also dedicated training funds specifically for Incumbent Worker Training to meet employers' evolving needs. All training provided must be in a targeted sector or utilize current employment data to ensure the participant can obtain employment after training. The FRWDB maintains a local demand occupation list that is reviewed and updated periodically to ensure that training funds are only utilized for high-growth, high-demand industries.

One of the primary vehicles for driving these access strategies are our regional workforce partnerships that create sector-based career pathways and offer tuition-free training to meet the needs of WIOA participants, incumbent workers, and employers. Rather than working in silos, training providers, economic development, industry and employers, and the workforce system will collaborate to braid public and private resources. This will allow the system to respond to employer demand and to offer innovative, evidenced-based education and job training. WIOA participants are not mandated to receive any services such as Basic or Individualized Career Services prior to being referred to Training Services.

4. ***Provide a description of the way Local Boards and their partners will facilitate engagement of employers in workforce development programs, including small employers and employers in in-demand industry sectors and occupations.***

The FRWDB local business plan vision is to continually implement a demand-driven system with business as our primary client. We will provide timely, holistic, and multi-faceted business and workplace solutions to bolster the regional prosperity of our community and, therefore, our workforce. This is accomplished by:

- Continually engaging multiple stakeholders, actively listening to their needs, and acting with agility and a business focus to implement solutions.
- Aligning our investment in the workforce and training resources to the needs of business now and with a future focus.
- Shifting from a recruitment strategy to a "grow your own" strategy for high priority sectors.
- Balancing the disparity between the skills level of the participants versus the needs of the employers.

The output of this demand-driven customer model is qualified participants who are prepared for success in the workforce.

Business Engagement Strategy

The FRWDB engages all businesses, sector and non-sector, small and large, on initiatives regarding strategic investments in the skills of its local workforce. The FRWDB conducts and publishes periodic surveys to identify job growth and labor needs across targeted industries and to get a pulse on businesses' barriers and expansion. We frequently bring together, or participate with existing groups, on employer roundtables. This includes our clients, Slingshot stakeholders, education, economic development, cluster members, grant participants, and other intermediaries, with the purpose of workforce planning as it relates to identifying the targeted industries / occupations. Through facilitated dialogue with these multiple stakeholders, and with a targeted focus on employer feedback, we review surveys to identify targeted jobs and identify required skills (soft and technical), competencies, and education. This process enables us to:

- Develop sector-focused staff training.
- Identify and utilize specialized assessments.
- Develop career ladders.
- Allocate training resources.
- Identify qualified training providers.
- Work with sector employers to vet FRWDB screening, training policies and curriculum.

The FRWDB will connect to businesses through a variety of engagement strategies by leveraging relationships with a mix of internal and external stakeholders, and with a focus on the end result of preparing a qualified, job

ready workforce. This will be accomplished through the following resources and relationships:

FRWDB Business Services Staff: FRWDB Business Services staff creates high-level, long-term partnerships, collects proactive data on industry growth, and facilitates the connection between training needs and curriculum development.

Business Account Specialists: Our day-to-day business support activities are conducted by Business Account Specialists (BASs). They are responsible for engaging businesses to identify current and future workforce needs.

FRWDB Business and Industry Committee: The FRWDB has maintained a Business and Industry Committee (B&I) for over 17 years. The B&I adopted its strategic business plan to ensure that we have measurable, aggressive business services goals, which is reviewed annually.

Sector Driven Engagement

Adopting sector partnerships to enhance service delivery continues to be a critical part of the FRWDB's engagement strategy. This includes a focus on efforts and opportunities to support regional collaborative partnerships comprised of employers from priority and emerging industry sectors.

Sector Business Communications and Outreach Strategies: The FRWDB will utilize a variety of outreach resources and tools to connect to sector businesses:

EconoVue: To identify priority sectors in our region via labor market information and specifically focus on employers experiencing financial stress. Then outreach will be conducted to these companies utilizing sector specific marketing materials and messages via the internet, social media, TV, radio, one-on-one presentations and partner network connections.

Sector Business Account Specialists: Our BAS unit is split between general business BASs and sector BASs. Many BAS team members have targeted sector experience and readily understand the unique needs of the employers within that sector.

Sector One-Stop: As part of this model, the FRWDB is developing innovative strategies by revising its provision of One-Stop services to include specialized sector One-Stops for locally-identified demand sectors. The first sector One-Stop is the Government sector, which opened its doors to provide services in December 2015. Sector-based orientations are provided at the comprehensive One-Stop location to provide labor market information on the various occupations in demand sectors.

Partners/Intermediary Engagement

As a prudent manager of resources and funds entrusted to us, we frequently scan out partners and intermediaries for opportunities to braid and leverage funding for workforce and training initiatives. As we convene multiple stakeholders, we understand that we provide a critical community leadership role

as well as a sounding board for partners whose goals overlap with ours. We will engage this diverse group of regional and local partners to link, align and leverage our collective assets on both short range projects and strategic planning for long-term initiatives with large community impact. These partners include:

- Education/CTE
- Secondary and Postsecondary Education.
- One-Stop Partners
- Local Government
- Sector Navigators – *Doing What Matters*
- Central California SHRM

5. ***Provide a description of the way Local Boards and their partners will support a local workforce development system that meets the needs of businesses in the local area.***

The FRWDB has adopted the vision that "Business is our Primary Customer". In doing so, the FRWDB has indicated the best way to serve participants is to understand and support the needs of businesses (workforce, economic development, etc.). This vision ensures that the FRWDB continues to scan employment and training needs not only in Fresno, but regionally across the San Joaquin Valley. The private sector FRWDB Directors are representative of our high-demand industries.
Business Services include, but are not limited to:

- Working with our business clients to develop customized solutions and connect them with our business servicing partners.
- Fresno4Biz - a business partner collaborative that works together to address businesses' needs.
- Standard business services, such as the Human Resource Hotline, tax credit referrals, layoff aversion, Rapid Response, etc.
- Workforce Development, such as job related assessments and employer driven curriculum.
- Earn and Learn programs.
- Training solutions.
- Customized business solutions.

6. ***Provide a description of the way Local Boards and their partners will better coordinate workforce development programs and economic development.***

The FRWDB collaborates with economic development partners for opportunities to attract business and strengthen the local economy. This includes work on the following initiatives:
Partnership with the Fresno Economic Development Corporation (EDC): The FRWDB enjoys a strong partnership with the Fresno County Economic Development Corporation (EDC). This includes a variety of projects and shared goals. Some examples include:

- Comprehensive Economic Development Strategy (CEDS) Development – Monthly, the FRWDB staff with the EDC and other stakeholders meet to provide input into the CEDS being developed.

- Board Representation – Reciprocally, both agency Executive Directors sit on each other's board and provide advisory support on how we work together collectively.
- Business Services – The EDC partners with the FRWDB on Fresno4Biz. We frequently cross-refer businesses, who need specific support. Additionally, we work on business services projects, such as workshops, on obtaining small business certifications, Layoff Aversion services, and site selection committees for potential businesses looking to move to Fresno.

Provide Labor Market Information (LMI) Data to Attract and Retain Business: The FRWDB frequently acts as a clearing house of LMI and other pertinent workforce and business data for our partners to enhance their data driven strategies.

Written Into Other Local and Regional Plans: FRWDB staff sits on several interagency councils, such as the EDC and Department of Social Services, to provide input into their annual strategic planning. Informally, we work with all of our mandated partners to braid our goals together.

Fresno4Biz: The Fresno4Biz partners meet monthly. The agendas focus on referrals to each other from businesses needing targeted consulting services, opportunities to partner on business service activities, and trends we are seeing in the community that we can proactively address with solutions.

Rapid Response: The FRWDB, intermittently, educates economic development and workforce partners on Layoff Aversion and Rapid Response services. Through this discussion, we inform them on how to best work with Dislocated Workers, how to elevate business needs of services to us, and how we can incorporate them into our list of solutions to Dislocated Workers.

Work with the City of Fresno on Economic Development Initiatives: The City of Fresno includes the FRWDB, the EDC, and other partners in meetings with potential businesses looking to relocate to Fresno, so that we can present a unified plan to the potential business on the benefits of doing business in Fresno.

Work with Regional Partners: In addition to working with economic development agencies at the county level, the FRWDB connects to the California Central Valley Economic Development Corporation.

Convene Local Business Serving Partner Group: The FRWDB facilitates quarterly meetings of all business serving entities in Fresno County who provide free services. The purpose of this networking team is to:

- Learn about the services offered by other no-cost business serving organizations to holistically assist our business clients with their needs.
- Network with business-serving peers.
- Discuss trends, events, and regulatory impacts of which the Fresno community should be aware.
- Connect on initiatives.

7. ***Provide a description of the way Local Boards and their partners will strengthen linkages between the One-Stop delivery system and unemployment insurance programs.***

EDD staff is currently co-located at the Fresno Comprehensive One-Stop site to provide Unemployment Insurance (UI) services as needed. These services include access either through the EDD UI website, via telephone (UI Call Center) or in person at the Comprehensive One-Stop. Additionally, FRWDB has a presence in all EDD offices located in Fresno County. As a partner, EDD participates in our referral process.

D. *America's Job Centers of California^{SM} (AJCC)/ State Requirements for Local Plans:*

1. ***Provide a description of the way the Local Board will ensure the continuous improvement of eligible providers of services through the system and that such providers will meet the employment needs of local employers, workers, and jobseekers.***

The FRWDB's Adult and Youth Councils develop goals and monitor the progress of the WIOA One-Stop System. Each quarter, the Councils review all performance metrics and evaluate opportunities for improving both participant and employer satisfaction. All Policies and Operational Directives are documented and provided to One-Stop staff and Youth Providers. FRWDB staff conducts on-going monitoring of local policy and processes and make modifications required to ensure continued quality outcomes.

FRWDB staff trains sub-recipients on new Policies and Operational Directives. The FRWDB is committed to ensuring that all processes, services, and outcomes are consistent regardless of which sub-recipients provide those services and at what location. FRWDB staff utilizes standard agendas and performance reports for all Council/Committee meetings to ensure that the FRWDB is addressing performance and continuous improvement needs.

2. ***Provide a description of the way the Local Board will facilitate access to services provided through the AJCC delivery system, including in remote areas, through the use of technology and other means.***

As described in Section B1 on page 2, the FRWDB maintains six (6) One-Stop locations to serve urban and rural populations. All partners are not physically in all locations due to manpower and resource constraints. In the event partners are not physically located at one (1) of the One-Stop locations, staff will utilize technology for partner referrals and co-enrollment services to ensure participants have access to all services in the One-Stop delivery system. Technology includes I-Train common intake case management system, e-mail, cloud data repositories, etc.

3. ***Provide a description of the way entities within the AJCC delivery system, including AJCC operators and the AJCC partners, will comply with WIOA Section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding the physical and***

programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities.

FRWDB conducts biennial Program and Physical Assessments of the One-Stop system, following the methodology established by the EDD Workforce Services Division.

Additionally, training in disability awareness, etiquette and cultural diversity is mandated for all contractor staff with direct public contact and their management. The disability awareness training was developed in collaboration with the Pacific ADA Center. The cultural diversity training was developed in collaboration with the San Francisco Workforce Investment Board staff.

Department of Rehabilitation staff is available to provide technical assistance and training to One-Stop and partner staff in the areas of disability awareness and competitive integrated employment.

The FRWDB established local policy to facilitate the swift response in meeting the needs of disabled individuals. The FRWDB established local policy in order to address our multi-lingual population to identify translation service needs across a wide spectrum of languages.

Upon identification of specific disability, One-Stop staff will provide appropriate reasonable accommodations to ensure all services are accessible.

4. Provide a description of the roles and resource contributions of the AJCC partners.

Overall, the role of the partners is to maximize their impact by braiding their services, through referral and co-enrollment that result in easing access for participants who are in need of multiple agencies' services. Each partner has the ability to assess participants and determine what is needed so that they can be successful in securing gainful employment. In cases where it is not practical for a partner to be physically located at a One-Stop, technology will be used to facilitate the delivery of services.

Each partner will contribute resources to the local One-Stop system to support One-Stop operations, providing technical assistance to partner staff, and when possible, funding in support of needed system operational infrastructure.

The partner's areas of expertise are:

Partner	Expertise
State of California Employment Development Department	Unemployment Insurance, Labor Market Information, Trade Adjustment Assistance, Veterans Services, Work Opportunity Tax Credit, California Training Benefits, Fidelity Bonding, Rapid Response, Employment Workshops.
Department of Rehabilitation	Services to the temporarily or permanently disabled in order to secure gainful employment;

	employment accessibility for the disabled.
Fresno County Department of Social Services *	Temporary Assistance for Needy Families, General Relief, CalFresh, Cal Works, MediCal, Job Fairs.
Fresno Economic Opportunities Commission	Low Income Energy Assistance and Women, Infants and Children (WIC); Youth Build, Other Community Service Block Grant Services.
State Center Adult Education Consortium	Adult Literacy Services, Vocational Training.
West Hills Adult Education Consortium	Adult Literacy Services, Vocational Training.
West Hills Community College District	Satellite One-Stop Facility, WIOA Adult and Youth Services.
American Association of Retired Persons Foundation – Senior Community Service and Employment Program	Employment workshops, assessments, group/individual counseling, short-term pre-vocational services and assistance for seniors.
Job Corps	Work Experience for youth and young adults.
Proteus, Inc.	Services to Migrant Seasonal Farmworkers.
Small Business Administration	Technical assistance, workshops and grants for small business.
Fresno Housing Authority	Low cost housing for highly-barriered, low income persons.
California Indian Manpower Consortium	Educational, employment and supportive services to highly-barriered Native Americans.

Additional partners will be added as the needs are recognized.

5. ***Include an appendix in each local plan of copies of executed MOUs or cooperative agreements which define how all local services providers, including additional providers, will carry out the requirements for integration of and access to the entire set of services available in the local AJCC system. This includes cooperative agreements (as defined in WIOA Section 107(d)(11)) between the Local Board or other local entities described in WIOA Section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C. 721(a)(11)(B)) and the local office of a designated State agency or designated State unit administering programs carried out under Title I of such Act (29 U.S.C. 721(a)(11)) with respect to efforts that will enhance the provision of services to individuals with disabilities and to the other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.***

- AARP Foundation – Senior Community Service Employment Program
- State of California Department of Rehabilitation
- Fresno County Department of Social Services
- State of California Employment Development Department
- Fresno Economic Opportunities Commission
- Job Corps
- Proteus, Inc.
- State Center Adult Education Consortium
- West Hills Adult Education Consortium

6. ***Provide detail specifying how Local Boards will work with WIOA Section 166 grantees to include in the local plans their strategies to provide Indian and Native Americans equal access to AJCC services.***

The FRWDB works closely with the local California Indian Manpower Consortium (CIMC), a partner agency of the One-Stop system. WIOA program staff works closely with CIMC staff to provide referrals and co-enrollment opportunities to provide Indian and Native American access to all WIOA and partner services in the One-Stop.

7. ***Provide detail specifying how Local Boards will work with WIOA Section 167 grantees to include in their local plans their strategies to provide eligible Migrant Seasonal Farmworkers equal access to AJCC services.***

The FRWDB works closely with the Migrant Seasonal Farmworker (MSFW) program partner agency in Fresno County to ensure services for MSFW programs services are available for eligible agricultural participants. MSFW staff is currently co-located in one (1) of the affiliate sites and the WIOA program staff works closely with MSFW staff to provide referrals and co-enrollment opportunities.

8. ***Provide detail specifying how AJCCs will serve as an on-ramp for the regional Sector pathways emphasized in the corresponding regional plan.***

FRWDB and One-Stop service provider staff will provide information, including skill sets and qualifications, on regional sector career pathways. The staff will provide career coaching to assist participants in conducting market research into job and/or training opportunities in occupations that align with the regional sector pathways identified in the Regional Plan.

The FRWDB works with local community colleges and training providers at the local and regional level to identify and develop employer-driven training programs. These programs will provide eligible participants training services for occupations identified in the regional sector career pathways described in section 3, b on page 6.

E. *Specific Programs, Populations, and Partners*

1. ***Describe how the Local Board will coordinate local workforce investment activities with regional economic development activities that are carried out in the local area and how the Local Board will promote entrepreneurial skills training and microenterprise services.***

Regional Economic Development

The FRWDB will work with Regional Economic Development Partners on, by not limited to, the following:

- *Career Pathways Trust*
- *Central Region Consortium*
- *Central California Workforce Collaborative*

- *Central California Economic Development Collaborative and local Comprehensive Economic Development Strategy / Economic Development Corporation*
- *Sector Navigators*
- *California Partnership for the San Joaquin Valley*
- *State Council of the Society for Human Resource Management*
- *State Government*
- *Council of Governments*
- *Small Business Administration/Small Business Development Center*
- *Go-Biz*
- Training Providers
- California Manufacturing Technology Consulting

At a local level, the FRWDB Business Services Center (BSC), a physical facility separate from our regular participant One-Stop, provides multiple resources for entrepreneurial, incubation, and micro-enterprise services. Services provided through the BSC include:

- Conference room accommodations and the use of electronic equipment.
- Human Resources (HR) / Workforce / Payroll Workshops, etc.
- Information Technology and turn-key office space.
- Fresno4Biz website, which includes an automated referral process to partners, online tools, event calendar, etc.
- HR Advisory Hotline.
- Small Business Certification assistance.

Services for entrepreneurial training and incubation and micro-enterprise services for business startup are provided through a referral process utilizing the following Fresno4Biz partners:

- Small Business Development Center
- Lyles Center for Entrepreneurship and Innovation
- Small Business Administration
- Water Energy Technology Center
- Community Development Financial Institute
- Service Core of Retired Executives
- Fresno Economic Development Corporation
- US Department of Commerce
- Fresno Area Hispanic Foundation
- Go-Biz

2. *Provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area.*

Basic Career Services: The following Basic Career Services are made available to all individuals seeking services offered at all One-Stops, and include the following:

- Program Eligibility

- Outreach, Intake, and Orientation
- Sector Based Orientations
- Initial Assessment
- Partner Referrals
- Labor Market Information
- Training Provider Performance and Cost Information
- Local Performance
- Supportive Services Information
- Unemployment Insurance Information Assistance
- Financial Aid Information

Intake and Enrollment Activities:
- Intake
- Enrollment

Individualized Career Services: Individualized Career Services are subject to priority of service, and consist of the following:

- Comprehensive and specialized assessments of the skill levels and service needs of Adults and Dislocated Workers, which include the following:
- WorkKeys – Job Skills Assessments
- O*Net™ Career Exploration Tools
- Development of an Individual Employment Plan
- Group counseling
- Individual counseling
- Career coaching
- Job search assistance
- Short-term pre-vocational services
- Internships and work experiences linked to careers
- Workforce preparation activities
- Financial literacy services
- Out-of-area job search assistance and relocation assistance
- English language acquisition and integrated education and training programs
- Referrals to vocational training services
- Job search and placement assistance

Training Services: Upon completion of orientation and assessments, customers may be deemed appropriate for Training Services. Training Services are subject to priority of service, and consist of the following:

- Occupational skills training
- On-the-job training
- Incumbent worker training
- Programs that combine workplace training with related instruction, which may include cooperative education programs
- Training programs operated by the private sector
- Skill upgrading and retraining
- Entrepreneurial training
- Transitional jobs (work experience)

- Job readiness training provided in combination with another training service
- Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service
- Customized training

3. ***Provide a description of how the Local Board will coordinate Rapid Response activities carried out in the local area.***

Through the FRWDB BSC, our dedicated staff uses the following methodologies and resources to provide Layoff Aversion and Rapid Response activities to Fresno County employers and employees.

Layoff Aversion
Industry sectors whose strength will have the most significant impact on the future of the workforce area are the most appropriate targets for layoff aversion efforts. The FRWDB will take into consideration key factors for the following priority sectors:

- Industries that pay middle-class wages and benefits and offer job and training ladders for low-income populations
- Industries that create greater economic spin-off activity, i.e., the multiplier effect
- Industries that drive productivity gains in the economy and provide customers for advances in technology
- Industries that offer diversification of the economy
- Industries that provide a foundation for new industry clusters
- A combination of industries that provide the greatest positive impact for the region

Early Warning System: The Early Warning System (EWS) is a network that identifies and tracks vulnerable companies and industry sectors that might benefit from layoff aversion strategies. The EWS identifies companies at risk of closing or moving operations before actual decisions are made by the companies to shut down or move.

The FRWDB's EWS network includes a vast array of community partners such as, but not limited to, the following:

- Local, state, and federal agencies
- Chambers of commerce
- Industry groups
- Labor and management associations
- Telecommunications/media companies
- Community-based and community development organizations

Detecting early warning indicators is a strategy that complements other information gathered through the EWS network and aids in identifying and tracking companies in possible distress.

The FRWDB uses the following identifiers, such as, but not limited to:

- Worker Adjustment and Retraining Notification Act (WARN) notices, which is useful in analyzing layoff activity by industry sector and occupations being laid off
- Major trade journals, business journals, and local or regional newspapers
- Dun & Bradstreet or Experian. These companies provide information on companies and industries under stress. Relevant information can be found in the financial stress score and the commercial credit score.
- Direct referrals
- Changes in management behavior
- Removal of equipment
- Cash crunch/irrational cutbacks

Business Services: The BSC, utilizing staff and procured contractors, provide Layoff Aversion services in the following manner:

Pre-Feasibility Studies: Pre-feasibility studies provide objective evidence as to the likelihood of an employer remaining operational and, if so, under what conditions.
Typical prefeasibility studies assess the employer's business operations such as, but not limited to, the following areas:
- Organizational Structure
- Marketing
- Operations/Manufacturing
- Financial

Asset Mapping: Asset mapping identifies resources in the community and provides an inventory of key resources in local workforce development areas. Asset mapping includes entities such as, but not limited to, the following:

- Local, state, and federal agencies
- Chambers of commerce
- Industry groups
- Labor and management associations
- Telecommunications/media companies
- Community-Based Organizations

Business Turnaround Services: Business turnaround services are provided when it is determined that an employer needs intervention beyond the menu of services provided by the EWS network and community partners. Services will be provided through an outside entity with expertise in business turnarounds. Potential employers must be thoroughly assessed for intervention suitability based on early warning indicator data.

Specific business turnaround services include the following:
- Financial restructuring
- Operations and cost management
- New market and product development assistance
- Production of business plans, financial projections, and financing memorandums

- Developing labor management partnerships
- Assistance in acquiring new equipment;
- Assistance with training grants
- Assistance with loans and guarantees

Incumbent Worker Training: To assist in averting layoffs, Incumbent Worker Training (IWT) can be provided. Such training is an important strategy for meeting an employer's needs for qualified workers and can take place in or out of the workplace and during or after employees' work hours. Employer and worker assessments are conducted to determine whether the provision of IWT is appropriate.

Work Share Unemployment Compensation Program: The Work Share Unemployment Compensation Program (Work Share Program) offers an alternative to employers facing a reduction in force. Under the Work Share Program, an employer reduces the hours of work each week among a specific group of employees instead of laying off the employees. Wages lost to the employee due to reduced hours are offset by the receipt of UI benefits.

Rapid Response

The FRWDB coordinates the Rapid Response team for the delivery of WIOA Rapid Response services for Fresno County. The FRWDB does extensive outreach to employees affected by layoff or closures, to provide timely transitional re-employment services through the One-Stop system. The Rapid Response team includes:

- FRWDB
- EDD
- Fresno County Department of Social Services (public assistance)
- Covered California
- Community Housing Council
- Fresno4Biz (entrepreneurship)
- Other resources (i.e., PG&E, phone, and internet)

The FRWDB participates in the Regional Rapid Response Roundtables and is the Lead Rapid Response Coordinator for the Central Valley. The Roundtables focus on sharing best practices that are of value to businesses and employees.

Trade Adjustment Act Overview

When a company closure, downsizing, or relocation is caused by foreign competition, FRWDB and EDD partner to provide TAA and WIOA services to the affected employee(s) as needed.

4. Provide a description and assessment of the type and availability of youth workforce development activities in the local area including activities for youth who are individuals with disabilities, which must include an identification of successful models of such activities.

The FRWDB Youth Council has adopted the Academic Excellence Model (AEM). The AEM provides a comprehensive array of services that promote and ensure that all youth have the skills needed to enter and succeed in higher education

and future career opportunities of their choice. The goal of the AEM is to empower youth to achieve academic goals and prepare them to obtain employment in today's workforce.

The AEM is designed as a two (2)-tiered service delivery model that focuses on academic and career services ensuring that youth meet minimum academic requirements prior to being provided career services.

The FRWDB Youth Program ensures that all Youth, including Youth with disabilities and limited English skills, receive the same level of required services to ensure successful outcomes for these populations.

The following 14 mandated WIOA Youth elements are provided based on individual need through direct services or referrals to partner or community agencies:

- Tutoring and study skills
- Alternative secondary school services, or dropout recovery services, as appropriate
- Paid and unpaid work experiences
- Occupational skill training
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster
- Leadership development opportunities
- Supportive services
- Adult mentoring for duration of at least 12 months that may occur both during and after program participation
- Follow-up services, for at least 12 months after the completion of participation
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual Youth
- Financial literacy education
- Entrepreneurial skills training
- Services that provide labor market and employment information and in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services
- Activities that help Youth prepare for and transition to post-secondary education and training

The All Youth One System (AYOS) collaborates with various community organizations to provide referrals to provide additional family support as needed. The FRWDB collaborates with various educational institutions, such as Fresno County Superintendent of Schools Office and associated school districts and local higher education consortia to develop career pathways in high-demand occupations.

The AYOS will continue to work with Fresno County school districts, ROP/career technical education programs, and adult schools to assist with the dropout recovery rate and build a workforce ready talent pipeline towards post-secondary education, apprenticeship programs, advanced training, and employment.

Emphasis is placed on quality and effective year-round, wrap-around services that focus on academic excellence and career guidance by utilizing the elements of WIOA.

5. ***Describe how the Local Board will coordinate relevant secondary and post-secondary education programs and activities with education and workforce development activities to coordinate strategies, enhance services, and avoid duplication of services.***

The FRWDB is working to deepen our partnerships with secondary and post-secondary education programs throughout Fresno County. While the local community colleges, adult schools and K-12 programs have historically been strong partners with the FRWDB, WIOA presents exciting opportunities to think creatively around ways to better serve Fresno County job seekers, including adults and youth. Some promising practices for collaboration are listed below:

- Career Exploration
- Co-location
- Shared Planning
- Industry Driven Curricula: Utilizing special grant funds, the FRWDB has convened community colleges in Fresno County and throughout the region for the purpose of:
    - Accelerating the curriculum approval process.
    - Analyzing Prior Learning Assessments.
    - Analyzing curricula through the "eye of industry".
    - Creating Stackable Credentials.
    - Creating reciprocity with existing construction trade apprenticeships.
    - Creating new apprenticeships.
    - Incentivizing best practices.
    - Developing competency-based assessment and education.
    - Identifying Career Technical Education common course descriptors.
    - Identifying multi-sector skills.
    - Linking with soft skills training.
- Secondary Education: The FRWDB is working directly with K-12 districts that have implemented successful Career Pathways and have, or are, attempting to articulate coursework to the community colleges for local and regional high-demand occupations.

6. ***Describe how the Local Board will coordinate WIOA Title I workforce development activities with the provision of transportation and other appropriate supportive services in the local area.***

WIOA provides program guidelines for supportive services for Adults and Dislocated Workers defined in WIOA Sections 3(59) and 134(d)(2) and (3). Youth are defined in WIOA Section 29(c)(2)(G).

Supportive Services include:

- Assistance with clothing, food, housing, tools, and union fees.
- Transportation assistance, such as bus passes, car repair, and mileage.

- Needs-related services payments.

Supportive Services are provided through a multitude of sources, including WIOA-funded Supportive Services and partner provided Supportive Services. Based on individual assessment and availability of funds, Supportive Services may be awarded to eligible participants. Supportive Services awards are intended to enable an individual to participate in WIOA-funded programs and activities to secure and retain employment.

The FRWDB will work with community based transportation providers to enhance transportation accessibility in under-served areas.

7. ***Provide any plans, assurances, and strategies for maximizing coordination, improving service delivery, and avoiding duplication of Wagner-Peyser Act (29 U.S.C. 49 et seq.) services and other services provided through the One-Stop delivery system.***

FRWDB staff meets regularly with EDD Wagner-Peyser staff to discuss service delivery ideas and issues. EDD and FRWDB staff collaborates to deliver Rapid Response orientation to impacted workers. The FRWDB partners with EDD to jointly serve WIOA participants enrolled in the Trade Adjustment Assistance program and veteran services.

EDD staff is co-located at the Fresno One-Stop Comprehensive Center. FRWDB WIOA provider staff is also co-located at the EDD Mendota office. FRWDB staff is currently in working with EDD staff to co-locate WIOA staff at the Fresno EDD office. Provider staff attends EDD Reemployment and Eligibility Assessment orientations to provide information on available WIOA services. In addition, FRWDB and provider staff works with EDD staff to coordinate marketing and outreach to UI claimants, ensuring full access to all available WIOA services.

8. ***Describe how the Local Board will coordinate WIOA Title I activities with adult education and literacy activities under WIOA Title II. This description must include how the Local Board will carry out the review of local applications submitted under Title II consistent with WIOA Sections 107(d)(11)(A) and (B)(i) and WIOA Section 232. This description must also specify how the Local Board will carry out the review of Title II grant applications to determine whether such applications are consistent with the local plan, and how Local Boards will make recommendations to the eligible agency to promote alignment with the local plan, as described in WIOA secs. 107(d)(11)(A) and (B)(i) and WIOA sec. 232.***

The FRWDB refers participants in need of basic education and literacy to local adult education providers. All participants receiving Individualized Career Services may access educational services provided by the various adult schools in Fresno County, which may include Adult Basic Education, General Equivalency Diploma, English as a Second Language, computer classes, etc.
When the California Department of Education requests applications for Adult Education Title II Education and Literacy Activities, the FRWDB will disseminate those applications to experts on staff and from our Workforce Board for review. Readers will consider how the applications complement the Local Workforce

Development Plan. The FRWDB will make recommendations to the applying agency to promote alignment and concurrent enrollment, as appropriate. The FRWDB will also ensure that Title II program applicants have been given access to the Local Plan as they are developing their applications for funding.

9. ***Local plans affecting services in the counties listed below must provide a description of the services that will be provided to limited English proficient individuals. These services be should specifically detailed in any sections of the local plan that deal with the provision of services to individuals with basic skills challenges. Local plans must specify how basic skills programs in the local area will serve individuals from these communities. Counties that trigger this requirement include Imperial, Monterey, San Benito, Los Angeles, Tulare, Merced, Santa Clara, Madera, Fresno, Orange, San Joaquin, San Mateo, Santa Barbara, Kern, Kings, Alameda, San Francisco, Napa, Stanislaus, San Bernardino, Ventura, Riverside, San Diego, Yolo, Sutter, Contra Costa, and Sacramento.***

The FRWDB currently has MOUs and/or referral process in place with Fresno County Adult Schools and to provide referrals for WIOA participants to English as a Second Language and/or Vocational English as a Second Language course provided through the Adult Schools. Developing the MOUs provides the opportunity to develop programs that provide English Language Learners, ESL and VESL classes, tutorial assistance and appropriate study materials to assist them in obtaining necessary English skills needed to obtain or retain employment. One-Stop staff also provides orientations to current ESL/VESL student to assist them in enrolling into WIOA services for additional vocational training and/or job placement services. All materials are provided in both English and Spanish and the One Stop also has bilingual staff to ensure ELL customers has access to all WIOA services provided through the One Stop system.

F. *Grants and Grant Administration*

1. ***Identify the entity responsible for the disbursal of grant funds described in WIOA Section 107(d)(12)(B)(i)(III), as determined by the chief elected official or the Governor under WIOA Section 107(d)(12)(B)(i).***

The County of Fresno and the City of Fresno are designated as the chief elected official through a Joint Powers Agreement (JPA). Through the JPA, the FRWDB has been designated for the purpose of carrying out job training and employer programs. The FRWDB, as determined by the JPA, approves awards for WIOA grant funds.

2. ***Describe the competitive process that will be used to award the sub-grants and contracts for WIOA Title I activities.***

The FRWDB utilizes a competitive procurement process, including Request for Proposals and Request for Quotes, to award all sub-grants and contracts for the selection of the One-Stop Operator and all WIOA Title I Adult, Dislocated Worker and Youth services.

The FRWDB conducts a competitive procurement process for the One-Stop Operator and Adult and Dislocated Worker services every four (4) years and every five (5) years for Youth services.

G. *Performance Goals*

1. ***The Local Plan should describe the levels of performance negotiated with the Governor and chief elected official consistent with WIOA Section 116(c), to be used to measure the performance of the local area and to be used by the Local Board for measuring the performance of the local fiscal agent (where appropriate), eligible providers under WIOA Title I subtitle B, and the AJCC delivery system in the local area. Additional information from the State Board on performance negotiation will be forthcoming.***

The FRWDB, in conjunction with regional partners, has proposed local performance goals for the following federally mandated performance indicators for Adult, Dislocated Worker, and Youth participants:

- Second Quarter Employment
- Fourth Quarter Employment
- Median Earnings
- Credential Attainment

Participant data will be provided through CalJOBS for the purpose of establishing local area levels for the additional indicator of Measurable Skills Gains for Program Years (PY) 2016-2017 and 2017-2018.

The following tables provide goals that were negotiated with the State of California for the FRWDB's initial performance outcome levels.

Adult – PY 2016-2017

Indicator	State Goal	Local Proposed Goal
2nd Quarter Employment	65.0%	70.0%
4th Quarter Employment	62.5%	64.0%
Median Earnings	$4,957	$6,380
Credential Attainment	52.9%	60.5%

Adult – PY 2017-2018

Indicator	State Goal	Local Proposed Goal
2nd Quarter Employment	68.0%	71.5%%
4th Quarter Employment	65.5%	65.5%
Median Earnings	$5,157	$6,500
Credential Attainment	55.9%	62.0%

Dislocated Worker – PY 2016-2017

Indicator	State Goal	Local Proposed Goal
2nd Quarter Employment	68.0%	73.0%
4th Quarter Employment	66.5%	67.0%
Median Earnings	$7,308	$7,500
Credential Attainment	60.0%	60.5%

Dislocated Worker – PY 2017-2018

Indicator	State Goal	Local Proposed Goal
2nd Quarter Employment	71.0%	74.5%
4th Quarter Employment	69.5%	70.0%
Median Earnings	$7,523	$7,725
Credential Attainment	63.0%	63.0%

Youth – PY 2016-2017

Indicator	State Goal	Local Proposed Goal
2nd Quarter Placement	62.4%	55.0%
4th Quarter Placement	64.2%	53.0%
Median Earnings	Baseline	Baseline
Credential Attainment	54.7%	53.7%

Youth – PY 2017-2018

Indicator	State Goal	Local Proposed Goal
2nd Quarter Placement	65.4%	55.0%
4th Quarter Placement	67.2%	53.0%
Median Earnings	Baseline	Baseline
Credential Attainment	57.7%	55.7%

H. Federal High Performance Board Efforts

1. Identify how the Local Board will comply with state-issued AJCC policies specified in the following policy directives:

- ***WSD15-14 – WIOA Adult Program Priority of Service***
- ***WSD15-12 – WIOA Memorandum of Understanding***

FRWDB staff has developed and implemented a local policy that clearly defines and specifies the priority of service requirements as outlined in WSD 15-14.

FRWDB staff has developed a template Memorandum of Understanding (MOU) based on the guidance outlined in WSD15-12. The FRWDB will work with local partners to negotiate commitments of resources and cost allocations. Management from each partner will review the MOU prior to final signatures. All MOUs and Resource Sharing Agreements (RSAs) will be approved by the FRWDB and local chief local elected officials. MOUs and RSAs will be reviewed on an annual basis and updated as needed.

2. Provide a narrative description of the way the Local Board will assess the effectiveness of AJCCs in each of the foregoing areas.

- ***An assessment of leadership, planning and collaboration (how well are core programs involved and aligned?)***

  FRWDB staff will schedule quarterly meetings with all the core partners to monitor the system and implement continuous improvement plans in the following areas:
  - Identification of areas where we can integrate services on an ongoing basis.
  - Identification of gaps in service delivery.
  - Improvement of service delivery based on continual feedback.

- ***An assessment of customer-focus and customer-centered design (do clients get the services they need?)***

  FRWDB staff will work with WIOA, One-Stop, and partner staff to develop a participant-centered design process for implementation.

- ***An assessment of the manner in which the One-Stop will enable skills attainment leading to industry recognized credentials and degrees (does the One-Stop help move those with barriers to employment on a path to skills development?)***

  The FRWDB has long-term established processes to enable participants to address barriers, if needed. The FRWDB identifies career paths based on assessments and assists participants in enrollment into qualified training programs to obtain industry recognized credentials and degrees in their chosen occupation.

- ***An assessment of the way the One-Stop will use data for continuous improvement (do One-Stop Operators utilize performance data to improve service delivery?)***

  The FRWDB will use our existing data analysis and reporting tools (I-Train common intake management system). Staff will continue to work with partners in attempting to solve the problem of data sharing and reporting across partners. Additionally, staff is working with existing partners on a pilot program to build cross-system data capacity.

- ***An assessment of professional development and staff capacity building (are frontline staff trained on the requirements of WIOA, the policies required under the State Plan, and to provide high quality, customer-focused services?)***

  Cross training is provided for WIOA partners and One-Stop provider staff. FRWDB staff provides technical assistance and training on federal, state, and local policies to One-Stop provider staff. FRWDB staff will work with One-Stop provider staff and WIOA partners to identify skills gaps in training and work with the WIOA Regional Training Coordinator to identify training opportunities to bridge those gaps.

- ***An assessment of employer engagement and focus on high growth sectors (is programming aligned with regional labor market dynamics?)***

  The San Joaquin Valley Regional Planning Unit has completed the first regional employer survey. A copy of the survey is available for download at http://www.workforce-connection.com. They are working with employers and employer groups, such as the San Joaquin Valley Manufacturing Alliance, to continue to develop processes to engage employers under WIOA and special grants such as Slingshot.

- ***An assessment of physical and programmatic accessibility for individuals with disabilities.***

  Currently, FRWDB staff performs biennial program and facilities assessments for accessibility for all individuals wherever WIOA services are provided. One-Stop staff identifies needs of the individual to provide appropriate services for accessibility, such as interpreters, resource guides, and special equipment.

I. Training Activities

1. The local plan should describe how training services outlined in WIOA Section 134 will be provided through the use of individual training accounts. If contracts for training services will be used, the local plan must include how the use of such contracts will be coordinated with the use of individual training accounts, and how the Local Board will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided.

The FRWDB has written policy and procedures for awarding Individual Training Accounts (ITAs) to eligible Adults, Dislocated Workers and Youth, including dollar and/or duration limits. One-Stop staff assesses and guides participants to assist them in identifying appropriate career pathways based on their individual skills and goals. Training is prioritized for local industry sectors in high-demand occupations.

ITAs can include:

- Occupational skills training, including training for nontraditional employment.
- Programs that combine workplace training with related instruction.
- Training programs operated by the private sector.
- Skills upgrading and retraining.
- Entrepreneurial training.
- Pre-/registered apprenticeship training.

Other training includes:

- Work Based Learning such as OJT, paid work experience and internships.
- Incumbent Worker and/or Customized Training for employed workers.
- Cohorts and other apprenticeship-like models.
- Transitional jobs to establish job history.

J. Public Transparency, Accessibility and Inclusivity Information

1. The local plan should describe the process used by the Local Board, consistent with WIOA 108(d), to provide a 30-day public comment period prior to submission of the plan. Information should specify how Local Boards complied with physical and programmatic accessibility requirement for individuals with disabilities.

The draft Local Plan was posted on the FRWDB website for a 30-day public comment period. The public and all local, state and federal agencies were invited to review the draft Plan and submit comments in writing, via email or fax. Additionally, public meetings were held in Fresno County that provided the general public, community organizations, and city and county representatives the opportunity to make comments.

All questions and comments generated during the public comment period are shared with the FRWDB Committees and Councils, and the FRWDB members. All comments receive a final review by the Fresno County Board of Supervisors and Fresno City Council when the Plan is submitted to their board/council for final approval.

There were no comments received during the Public Comment period that disagreed with the local plan.

K. Common Intake and Case Management Efforts

1. Describe how Local Boards currently handle intake and case management and whether their existing approach allows for the tracking of co-enrolled individuals across WIOA core programs and other programs party to the State Plan.

The FRWDB has been using the same common intake case management system since 2003. The software application, I-Train, has provided the FRWDB with significant flexibility to track participant data and to manage participants in our local area.

Within I-Train we track all the required data as documented by the State including the following:

- Eligibility
- Participation
- Service delivery
- Training and supportive service expenditures
- Outcomes
- Follow-up
- Individual plans
- Case notes

Intake for WIOA is currently performed in a four (4)-step process for adults:

- Registration in I-Train as an Adult Basic Career Service client
- Take basic skills assessments
- Attend a Self-Reliance Team interview to assess barriers and recommend referrals, including to WIOA
- Eligibility determination and creation of the WIOA full application

Youth intake is performed in a similar manner, as follows:

- Attend youth entrance interview

- Take basic skills assessments
- Recommend referrals, including to WIOA
- Eligibility determination and creation of the WIOA full application

The State data is uploaded to CalJOBS daily, as required. This ensures the data on CalJOBS is timely.

The flexibility we realize by using I-Train provides us with the ability to work closely with our WIOA partners locally to monitor co-enrollments across programs. Specifically, we intend to work with our partners to document the results of referrals to and from the One-Stop system. Utilizing technology to notify each other of referrals will allow us to anticipate participants' arrival and to have a direct contact to each other's case managers. Additionally, with web-based reporting we anticipate developing reports for partners to analyze the characteristics of their co-enrolled clients.

L. Other Miscellaneous Information Requirements

1. Specify how Title II program applicants will be given access to local plans for purposes of reviewing the local plan and developing Title II applications for funding.

The FRWDB Local Plan will be posted to the FRWDB website and will be available for download by Title II programs. Copies of the Plan will also be provided to Title II programs upon request.

2. Describe how the Local Board will meet the priority of service requirements in WIOA Section 134(c)(3)(E).

As stated in WIOA Section 134(c)(3)(E), priorities of services, regardless of funding levels, must be provided to recipients of public assistance, other low-income individuals, or individual who are basic skills deficient.
Priority of service status is established at the time of eligibility determination and does not change during the period of participation.

Veterans and eligible spouses continue to receive priority of service among all eligible adult participants; however, they must meet the WIOA Adult Program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).

As outlined in the guidance provide in the EDD Workforce Services Directive WSD 15-14, priority will be provided in the following order:

- Veterans and eligible spouses, who are also recipients of public assistance, are low income or are basic skills deficient.
- Adults who are recipients of public assistance, are low income, or are basic skills deficient.

3. Identify the portions of the local plan that are being handled in the narrative content of the regional plan.

The Regional Plan narrative includes the regional labor market, economic, and background analyses required in local planning efforts. It also includes a description of career pathways in the region and recommendations for further action on the pathways to meet regional industry needs.

M. Attachments:

Attachment I: FRWDB Local Board Assurances

Attachment II: List of Comprehensive One-Stops and AJCC Partners

Attachment III: AJCC Memorandums of Understanding

Attachment IV: Local Area Grant Recipient Listing.

Attachment V: FRWDB Bylaws

Attachment VI: Program Administration Designee and Plan Signatures

Attachment I – FRWDB Local Board Assurances

Local Board Assurances

Through PY 2017-20, the Local Workforce Development Board (Local Board) assures that:

A. The Local Board assures that it will comply with the uniform administrative requirements referred to in Workforce Innovation and Opportunity Act (WIOA) Section 184(a)(3).

B. The Local Board assures that no funds received under the Workforce Development Act will be used to assist, promote, or deter union organizing. (WIOA Section 181[b][7]).

C. The Local Board assures that the board will comply with the nondiscrimination provisions of WIOA Section 188.

D. The Local Board assures that the board will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIOA Section 188.

E. The Local Board assures that funds will be spent in accordance with the WIOA, written Department of Labor guidance, and other applicable federal and state laws and regulations.

F. The Local Board assures it will comply with future State Board policies and guidelines, legislative mandates and/or other special provisions as may be required under Federal law or policy, including the WIOA or state legislation.

G. The Local Board assures that when allocated adult funds for employment and training activities are limited, priority shall be given to veterans, recipients of public assistance and other low-income individuals for intensive and training services. (WIOA Section 134[c][3][E], and CUIC Section 14230[a][6]).

H. The Local Board certifies that its America's Job Center of California^{SM} (AJCC) location(s) will recognize and comply with applicable labor agreements affecting represented employees located in the AJCC(s). This shall include the right to access by state labor organization representatives pursuant to the Ralph Dills Act. (Chapter 10.3 [commencing with Section 3512] of Division 4, of Title 1 of the Government Code, and CUIC Section 14233).

I. The Local Board assures that state employees who are located at the AJCC(s) shall remain under the supervision of their employing department for the purposes of performance evaluations and other matters concerning civil service rights and responsibilities. State employees performing services at the AJCC(s) 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.

J. The Local Board assures that when work-related issues arise at the AJCC(s) 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 AJCC 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.

K. The Local Board assures that it will select the One-Stop Operator with the agreement of the CEO, through a competitive process, or with approval from the local elected official and the Governor's Office. (WIOA Section 121[d][2][A]). The AJCC Operator is responsible for administering AJCC services in accordance with roles that have been defined by the Local Board.

Attachment II – List of Comprehensive One-Stops and AJCC Partners

Fresno Regional Workforce Development Board
& Partner Workforce Services Centers

A. Workforce Connection Manchester
Arthur Moss-559.230.1100
3302 N. Blackstone Ave.
Suite 155, Fresno CA 93726

B. Workforce Connection - West
559-445-6747
2555 S. Elm Ave., Fresno CA 93706

C. Dept. of Social Services – Fresno
559.600.2650
1209 E Street
Fresno, CA 93706

D. Ca. Department of Rehabilitation
559.445.6011
2550 Mariposa Mall, Rm. 2000
Fresno, CA 93721

E. Migrant Seasonal Farm Worker-Fresno
3454 E. Date Ave.
Fresno, CA 93725
559.473.4485

F. Workforce Connection/Dept. of Social Services - Reedley
Cynthia Rye – 559.637.2444
DSS – 559.637.2971
1680 E. Manning Ave.
Reedley, CA 93654

G. Migrant Seasonal Farm Worker- Sanger
1849 Academy Ave.
Sanger, CA 93657
559.875.7146

H. Workforce Connection - Selma
Adolofo Recinos
559.891.0135
MSFW-559.891.0135
3706 McCall Ave. Suite 116
Selma, CA 93662

I. Dept. of Social Services – Selma
559.600.5205
3800 McCall Ave.
Selma, CA 93662

J. Migrant Seasonal Farm Worker- Kerman
437 S. Madera Ave.
Kerman, CA 93630
559.473.4489

K. Workforce Connection Coaling
Robert Pimentel-
559.937.2793
300 Cherry Ln. Bldg. A,
Coalinga, CA 93210

L. Dept. of Social Services – Coalinga
559.600.6300
311 Coalinga Plaza
Coalinga, CA 93210

M. Workforce Connection Firebaugh
Robert Pimentel-559-937-2793
1511 9th St.,
Firebaugh, CA 93622

N. Business Service Center
7475 N. Palm Ave., Suite 105
Fresno, CA 93711
559.230.4062

Attachment III – AJCC Memorandums of Understanding

MEMORANDUM OF UNDERSTANDING
Between
Fresno Regional Workforce Development Board
And
Department of Rehabilitation

In accordance with the Workforce Innovation and Opportunities Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereafter referred to as "WIOA"), the Fresno Regional Workforce Development Board (hereinafter referred to as the "WDB") shall develop a local plan, and enter into a Memorandum of Understanding ("MOU") with local America's Job Center One-Stop Partners (as defined in Section IV(B) below) regarding the operation of the local America's Job Center One-Stop System of service delivery (the "local One-Stop System") and the performance of the functions described in Section 121(e)(1) of the WIOA. MOUs must be executed between the WDB and the America's Job Center One-Stop Partners, with the agreement of the Chief Local Elected Official. The Chief Local Elected Official in the WDB's Local Workforce Development Area (collectively, the City and County of Fresno) has delegated to the WDB the ability to execute this MOU pursuant to that certain Joint Exercise of Powers Agreement dated May 19, 2009, as amended (the "Joint Powers Agreement").

I. VISION, MISSION AND GOAL OF THE FRESNO COUNTY AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) ONE-STOP SYSTEM

A. Vision
To fully engage all available public and private resources to ensure the Fresno Regional Workforce Development system as the premier source for the human capital needs of growth industry clusters within Fresno County. By integrating education and workforce preparation to assist the best companies in Fresno County to remain and thrive in our local community, to achieve sustainable economic growth. To concurrently assist our unemployed and underemployed residents to achieve a higher quality of life by access to such careers in growth industry sectors.

B. Mission
The Fresno Regional Workforce Development system, a Joint Powers Authority between the City and County of Fresno, in partnership with both the public and private sectors, exists primarily to assist local businesses in meeting their human capital needs. In this, we both (1) screen and train prospective new employees and (2) assist in upskilling existing employees. By offering such quality referral and training services, directly linked to local industry needs, we are of greatest benefit to our unemployed and underemployed clients.

II. PURPOSE OF MEMORANDUM OF UNDERSTANDING

A. To define, establish, and reinforce relationships between the WDB and the designated AJCC One-Stop Partners;

B. To define the roles and responsibilities of these entities in the performance of their combined goal of establishing a workforce development system through the local One-Stop System that is:

1. Integrated (offering as many employment, training, and education services as possible

for employers and individuals seeking jobs or wishing to enhance their skills and affording universal access to the system overall);

2. Comprehensive (offering to participant/customer a large array of useful information with wide and easy access to needed services);

3. Participant/customer-focused (providing the means for judging the quality of services and making informed choices); and

4. Performance-based (based on clear outcomes to be achieved, mutually negotiated outcomes and methods for measurements, and the means for measuring and attaining participant/customer satisfaction); and

C. To describe how cost of services and the operating cost of the local One-Stop System will be funded.

III. STATEMENT OF ISSUE

As a partner under the WIOA, Department of Rehabilitation (DOR), hereinafter referred to as the "Partner", enters into an MOU with the WDB regarding the manner in which the Partner will participate and provide access to their services through the local One-Stop System.

IV. DEFINITIONS

The following definitions apply to this MOU:

A. AJCC One-Stop Operator:
The WDB sub-contracted entity or entities designated to operate the local One-Stop System, provide Basic Career Services (as defined in Section IV(D) below), and to coordinate services within the local One-Stop System under the WIOA. Sometimes also referred to herein as the "One-Stop Operator"

B. AJCC One-Stop Partner:
An entity that carries out one or more programs or activities described herein, makes those programs or activities available to participants through the local One-Stop System, and participates in the operation of the local One-Stop System consistent with the terms of this MOU and with the requirements of their Authorizing Law (as defined in Section IV(C) below) by which the programs or activities are authorized under the WIOA. Sometimes also referred to herein as "Partner"

C. Authorizing Law:
Refers to each respective Partner's legal authority to engage in the specific programs or activities that the Partner will provide in connection with WIOA authorized programs, activities, or services.

D. Basic Career Services:
Services and resources available to the general public without enrollment into the WIOA program or any Partner's program. These services are overseen by the AJCC One-Stop Operator. These services include but are not limited to the following services, and are provided either by the WDB or by the Partners, as appropriate, applicable and allowable:

1. Determination of eligibility to receive WIOA-enrolled services.

2. Outreach, intake, and orientation to the services available through the One-Stop System.
3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs.
4. Labor exchange services, including the following:
   a. Job search, placement assistance, and career counseling, including information on in-demand industry sectors and occupations as well as nontraditional employment.
   b. Recruitment and other business services on behalf of employers in the local area, such as information and referral to specialized business services not traditionally offered through the local One-Stop System.
5. Referrals to, and coordination of activities with, other programs and services, including programs and services within the local One-Stop System and other workforce development programs.
6. Workforce and labor market employment statistics information, including information relating to local, regional, state, and national labor market areas, including the following:
   a. Job vacancy listings and the job skills necessary to obtain them.
   b. Information on local in-demand occupations and the earnings, skill requirements, and opportunities for advancement that accompany them.
7. Information on performance and program cost of eligible providers of training services, youth workforce development activities, adult education, career and technical education activities at the postsecondary level, career and technical education activities available to school dropouts, and vocational rehabilitation services.
8. Information regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the local One-Stop System.
9. Information on, and referral to, supportive services or assistance, including the following:
   a. Child care, child support, medical or child health assistance under title XIX or XXI of the Social Security Act.
   b. Benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008.
   c. Assistance through the earned income tax credit under section 32 of the Internal Revenue Code of 1986.
   d. Assistance under a state program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act.
   e. Other supportive services and transportation available in the local area.
10. Information and assistance regarding filing claims for unemployment compensation.
11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA.

E. Business Services:

The terms "Business Services" means services and resources available to employers in the local area and are provided by Partners and sub-contracted providers of services, with

oversight by WDB staff, where applicable, appropriate and allowable. These services include, but are not limited to:

1. Labor exchange activities and labor market information;
2. Customized screening and referral of qualified participants in training services to employers;
3. Customized services to employers, employer associations, or other such organizations, on employment-related issues;
4. Customized recruitment events and related services for employers including targeted job fairs;
5. Human resource consultation services, including but not limited to assistance with:
   a. Writing/reviewing job descriptions and employee handbooks;
   b. Developing performance evaluation and personnel policies;
   c. Creating orientation sessions for new workers;
   d. Honing job interview techniques for efficiency and compliance;
   e. Analyzing employee turnover; or
   f. Explaining labor laws to help employers comply with wage/hour and safety/health regulations;
6. Customized labor market information for specific employers, sectors, industries or clusters;
7. Rapid Response and lay-off aversion; and
8. Other similar customized services.

F. Individualized Career Services:

The term Individualized Career Services means services available to persons who meet the eligibility requirements as defined in the WIOA and subsequent regulations. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include the following:
   a. Diagnostic testing and use of other assessment tools.
   b. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
2. Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.
3. Group counseling.
4. Individual counseling.
5. Career planning.

6. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.
7. Internships and work experiences linked to careers.
8. Workforce preparation activities.
9. Financial literacy services.
10. Out-of-area job search assistance and relocation assistance.
11. English language acquisition and integrated education and training programs.

G. AJCC Partner Services:

The term AJCC Partner Services means those services described in Section IX, Description of Services To Be Provided By Partner, of this MOU carried out under the Partner's Authorizing Law.

H. Participant/customer:

The term participant/customer is defined as a person or persons receiving integrated local One-Stop System employment, training, educational services, and/or business services for employers from any AJCC partner.

I. Training Services:

The term Training Services means services available to persons who meet the eligibility requirements as defined in the WIOA, subsequent regulations, and locally-defined prerequisites. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Occupational skills training, including training for nontraditional employment.
2. On-the-job training.
3. Incumbent worker training.
4. Programs that combine workplace training with related instruction, which may include cooperative education programs.
5. Training programs operated by the private sector.
6. Skill upgrading and retraining.
7. Pre-Apprenticeship and Apprenticeship training
8. Entrepreneurial training.
9. Transitional jobs (Work Experience).
10. Job readiness training provided in combination with another training service.
11. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service.
12. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

13. Other similar training services

V. AJCC ONE-STOP PARTNER PARTICIPATION

Partner agrees to participate in a joint planning process which results in the development of the local and regional Strategic Plan submitted to the State in accordance with issued WIOA guidelines (the "Strategic Plan"). Partners agree to engage in planning, plan development, and activities, to result in:

A. Continuous partnership building between all parties to this MOU;

B. Continuous partnership building and planning responsive to State requirements;

C. Continuous partnership between State and local representatives engaged in WIOA activities and related workforce preparation and development;

D. Responsive to specific local and economic conditions, including employer needs;

E. Adherence to strategic planning principles adopted by the WIOA for long range planning, including the requirement for continuous improvement;

F. Adherence to common data collection and reporting, including needs for modification or change;

G. Diligence in developing coordinated local leadership in workforce development through:

H. Responsiveness to participant/customer needs;

I. Maintenance of system infrastructure;

J. Shared technology and information;

K. Performance management to measure the success of the local One-Stop System overall and to enhance performance in a spirit of quality management and continuous improvement.

L. Identification of each Partner's appropriate contribution to meeting the performance standards negotiated between the State of California and WDB.

VI. THE CUSTOMERS TO BE SERVED

The AJCC One-Stop Center will serve:

A. Those Fresno County residents, who are seeking employment, need guidance on how to make career choices, and building basic educational or occupational skills.

1. Priority of Service will be given to those who are (in order of priority):

a. Veterans and eligible spouses who are also recipients of public assistance, other low income individuals, or individuals who are basic skills deficient;

b. Individuals who are recipients of public assistance, other low income individuals,

individuals who are basic skills deficient, or individuals with other barriers to employment.

c. Veterans and eligible spouses who are not included in WIOA's priority groups.

d. Other individuals not included in WIOA's priority groups.

B. Those businesses who are seeking a skilled and stable workforce; need guidance in various business operations or in need of assistance in case of reductions in force.

C. All AJCC One-Stop Center Services and Partner services will be available to all eligible residents no matter their English language proficiency or physical abilities.

VII. AMERICAN'S WITH DISABILITIES ACT COMPLIANCE

Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC and Partner's facilities are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

VIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. Partner agrees that no person shall, because of ethnic group identification, age, sex, gender identification, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving state or federal assistance. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

B. Partner assures compliance with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

IX. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE PARTNER

Partner agrees that they will provide access to all the services described below at the designated AJCC One-Stop and any other satellite location deemed appropriate by the Partner. Partner will participate in the creation of the local One-Stop System which provides for universal access and enables customers to become self-sufficient.

Partner will ensure that services are provided either by (i) assigning staff to the local AJCC One-Stop(s); (ii) using a mutually developed referral process; (iii) training the One-Stop Operator and other Partner staff to deliver information about the services available to eligible individuals; and/or (iv)using technology to provide services to participants/customers, except as noted below.

Partner will ensure that the needs of workers and youth, and individuals with barriers to employment, including but not limited to individuals with disabilities and limited English proficient individuals, are provided necessary and appropriate access to services, including

access to technology and materials, available through the local One-Stop System.

Any Partner funded by Wagner-Peyser is required to be co-located in the Comprehensive America's Job Center One-Stop Center (as defined and identified in Section XI(A) below).

Partner agrees that it will provide One-Stop Partner Core Services to participants/customers and support local One-Stop System activities:

A. Disability Awareness training to front line staff of the AJCC,

B. Co-location of DOR staff once a week at the AJCC,

C. Training to AJCC staff and core partners on Competitive Integrated Employment,

D. Provide guidance and resources to the AJCC on accessibility issues.

X. WDB RESPONSIBILITIES

As authorized under the WIOA, and pursuant to the Joint Powers Agreement, the WDB will establish policies necessary for implementation of the WIOA in the local area and shall:

A. Develop and submit a local plan to the Governor;

B. Collaborate with other Workforce Development Boards to develop a Regional Plan

C. Identify eligible AJCC One-Stop Operators by awarding grants or contracts on a competitive basis;

D. Conduct programmatic and fiscal reviews of the WIOA services provided by sub-contracted program providers of services, training services providers and report to the WDB the results of those reviews.

E. Identify eligible providers of youth activities in the local area by awarding grants or contracts on a competitive basis based on the recommendations of the local youth council;

F. Identify eligible providers of training services in the local area by awarding grants or contracts on a competitive basis;

G. Identify eligible providers of Individualized Career Services in the local area by awarding grants or contracts on a competitive basis;

H. Provide adequate facilities for the Partners as needed and as funding allows;

I. Develop a local One-Stop System budget for the purpose of carrying out the duties of the WDB;

J. Solicit and accept grants and donations from sources other than federal funds made available under WIOA;

K. Conduct regular program and physical plant assessments for compliance to federal, state and local Equal Opportunity and Americans with Disabilities Act regulations as required by law.

L. Negotiate local performance measures;

M. Coordinate the workforce development activities carried out in the local area with economic development strategies and develop other employer linkages with such activities;

N. Promote participation by private sector employers in the statewide workforce development system and help such employers meet their hiring needs using the system by providing connecting, brokering, and coaching activities to the employers;

O. Make available to the public, on a regular basis through open meetings and/or through publications online, information regarding the activities of the WDB, including information regarding the Strategic Plan prior to submission of the Strategic Plan, membership, the designation and certification of AJCC One-Stop Operator(s), the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of formal meetings of the WDB;

P. Negotiate and enter into an MOU with each AJCC One-Stop Partner which meet the requirements of the WIOA and sets forth their respective responsibilities for making a full range of services available through the local One-Stop System; and shall modify this MOU to add additional Partners as needed for the benefit of the community and system.

XI. LOCATION OF AMERICA'S JOB CENTER ONE-STOP SITES

A. The WDB will establish a minimum of one physical location called the "Comprehensive AJCC" within the workforce development area in which all AJCC One-Stop Partners will provide access to the services provided under the WIOA. The parties agree that the Comprehensive AJCC shall be located at the Manchester Shopping Center, 3302 N. Blackstone Avenue, Fresno, California 93726. This location may be changed by the WDB during the term of this MOU upon thirty (30) days advance notice of such change to the Partners. Each Partner agrees that it will provide access to the services described in this MOU at such location and any other satellite location deemed appropriate by each Partner, with concurrence of the WDB.

B. If the WDB establishes additional AJCC One-Stop Centers within its local workforce development area, each Partner will determine the extent and manner in which it will participate in such additional centers. However, access to each Partner's services will be made available at all locations, either with on-site staff, via technology, or referral to the nearest office of the Partner.

C. The Partner commits to providing information and access to all AJCC Partner services, as described in this MOU, at each of its service locations.

XII. METHODS OF REFERRAL

A. The WDB, through its designated AJCC One-Stop Operator(s), and the Partners agree to

utilize the approved referral processes and forms for common intake and referral among the AJCC One-Stop Partners and providers of services. The WDB and Partners developed a universal referral system and form that is used for all cross-agency referrals, copies of which are attached hereto, and incorporated herein, as Attachment 3

B. The WDB and Partner agree to train and provide technical assistance to the appropriate staff of each of the other participating AJCC One-Stop Partners and sub-contracted providers of services on topics that include but are not limited to eligibility for and scope of allowable services for the partner's programs.

C. Partner agrees to suggest appropriate referrals for its applicants and clients, the availability of additional services from other AJCC partners if they determine the client could benefit from those referral(s).

D. A listing of Partner Services Partner Sites and Locations can be found in Attachments 1 and 2, respectfully referral purposes.

XIII. CONFIDENTIALITY

Partner shall be in strict conformance with all applicable federal, State of California and/or local laws and regulations relating to confidentiality including Welfare and Institutions Code section 10850 and insure that all applications and records concerning participants/customers shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly connected with the administration of the local One-Stop System. The Partner shall inform all of its employees, agents, officers, subcontractors, Board members, or partners of this provision and that any person knowingly and intentionally violating this provision is guilty of a misdemeanor.

A. All participant/customer applications and records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services. Signed information releases will be obtained where appropriate.

B. Partner agrees to share information either agreed upon by them or as interpreted by the Chief Local Elected Official or designee to be necessary for the administration of the local One-Stop System. Partner shall obtain signed releases allowing for the sharing of participant/customer information necessary for provision of services under the WIOA; i.e. assessment; universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.

C. At any time an America's Job Center One-Stop Partner requests confidential information regarding another Partner's participant/customer, the request shall be accompanied by a written Release of Confidential Information signed by the participant/customer.

XIV. GRIEVANCES AND COMPLAINTS

Partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative remedy in receiving a fair and complete hearing and resolution of their grievance.

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

XV. COST ALLOCATION – Phase I

A. Partner agrees to financially participate in the operating costs related to the common costs of the One-Stop System attributable to the Partner's program(s).

B. Partner commits to work collaboratively with the WDB and other AJCC One-Stop Partners to participate in the implementation of the Resource Sharing Agreement (RSA) process in order to have finalized RSAs by December 31, 2017 for Program Year 2017-2018.

XVI. TERM AND RENEWAL OF MOU

A. The term of this MOU is from July 1, 2016 to June, 30, 2019, unless it is terminated earlier as provided in Section XVIII, below.

B. This MOU is of no force or effect until signed by authorized representatives of the participating America's Job Center One-Stop Partner and the WDB. Once signed thereby, this MOU is effective commencing upon July 1, 2016, and shall supersede in its entirety any MOU entered into previously by and between the participating AJCC One-Stop Partner and the WDB.

C. The MOU, once signed, becomes a part of the local Strategic Plan.

XVII. REVISIONS AND MODIFICATIONS

This MOU may be revised or modified with the approval of both the WDB and of the Partner.

XVIII. TERMINATION

Partner may terminate its participation in this MOU upon thirty (30) days written notice to the WDB; or The WDB may terminate this MOU upon thirty (30) days written notice of such termination to partner.

XIX. NOTICE

Any notice required or permitted to be given by any party to this MOU shall be deemed given upon personal delivery to the other parties or two (2) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other parties at the following addresses or to such other address as the parties may provide by written notice given in accordance herewith:

Fresno Regional Workforce Development Board Attn: Blake Konczal, Executive Director 2125 Kern Street, Suite 208 Fresno, CA 93721	Partner's address as identified on the signature page below.

XX. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that the Partner and its staff are subject to their existing personnel policies,

procedures, regulations and statutes as well as applicable collective bargaining agreements. The WDB will assure to the extent possible that the One-Stop Operator will work with all Partners in developing and implementing policies and procedures for the One-Stop System, in order to avoid inconsistencies with their respective policies, procedures, regulations and collective bargaining agreements.

XXI. SHARED INFORMATION AND SYSTEM SECURITY

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

A. Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other applicable statutes or requirements.

B. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.

C. System security provisions shall be agreed upon by all partners.

XXII. PUBLIC COMMUNICATIONS AND BRANDING RELATED TO WIOA SERVICES

A. All communications must be approved by the WDB Marketing Manager or Executive Director prior to the communication.

B. Partner agrees to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage.

XXIII. DISPUTE RESOLUTION

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

XXIV. INDEMNIFICATION

Except as otherwise expressly provided in this MOU and to the fullest extent of the law, each party shall indemnify and hold harmless (the "Indemnifying Party") the other parties, including the One-Stop Operator and the WDB, and their respective partners, directors, officers, agents, customers and employees (the "Indemnified Parties") from and against any and all losses, costs, expenses (including reasonable attorneys', experts' and consultants' fees and court costs at all levels of proceedings), damages and/or liabilities which any of the Indemnified Parties may sustain or incur in connection with or arising out of the performance of this MOU or any breach by the Indemnifying Party of its obligations under this MOU, except to the extent the foregoing is caused by the gross negligence or willful misconduct of the Indemnified Parties. The terms of this Section XXIV shall survive the termination of this MOU.

//
//
//
//

Signatures:

In WITNESS THEREOF, the parties to this Memorandum of Understanding execute this agreement.

Dated: June 30, 2016

BY _____
Paul Bauer, FRWDB Board Chairperson
Fresno Regional Workforce Development Board
2125 Kern Street, Suite 208
Fresno, CA 93721

Dated: July 5th 2016

BY _____
Araceli Holland, District Administrator
Department of Rehabilitation
2550 Mariposa Mall, Room 2000
Fresno, CA 03721

APPROVED BY THE COUNTY OF FRESNO AS TO ITS CAPACITY AS CHIEF LOCAL ELECTED OFFICIAL (CLEO):

By: _____
Ernest Buddy Mendes, Chairman
Board of Supervisors

BERNICE E. SEIDEL, CLERK
Board of Supervisors

By: Susan Bishop, Deputy

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By: _____

Date: 7-25-16

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California.

CITY OF FRESNO,
A California municipal corporation

Dated: 8/26/16

By: _____
Bruce Rudd
City Manager

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy Marco Martinez-Velasquez
8/26/16

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____ 8/26/16
Brandon M. Collet Date
Deputy City Attorney

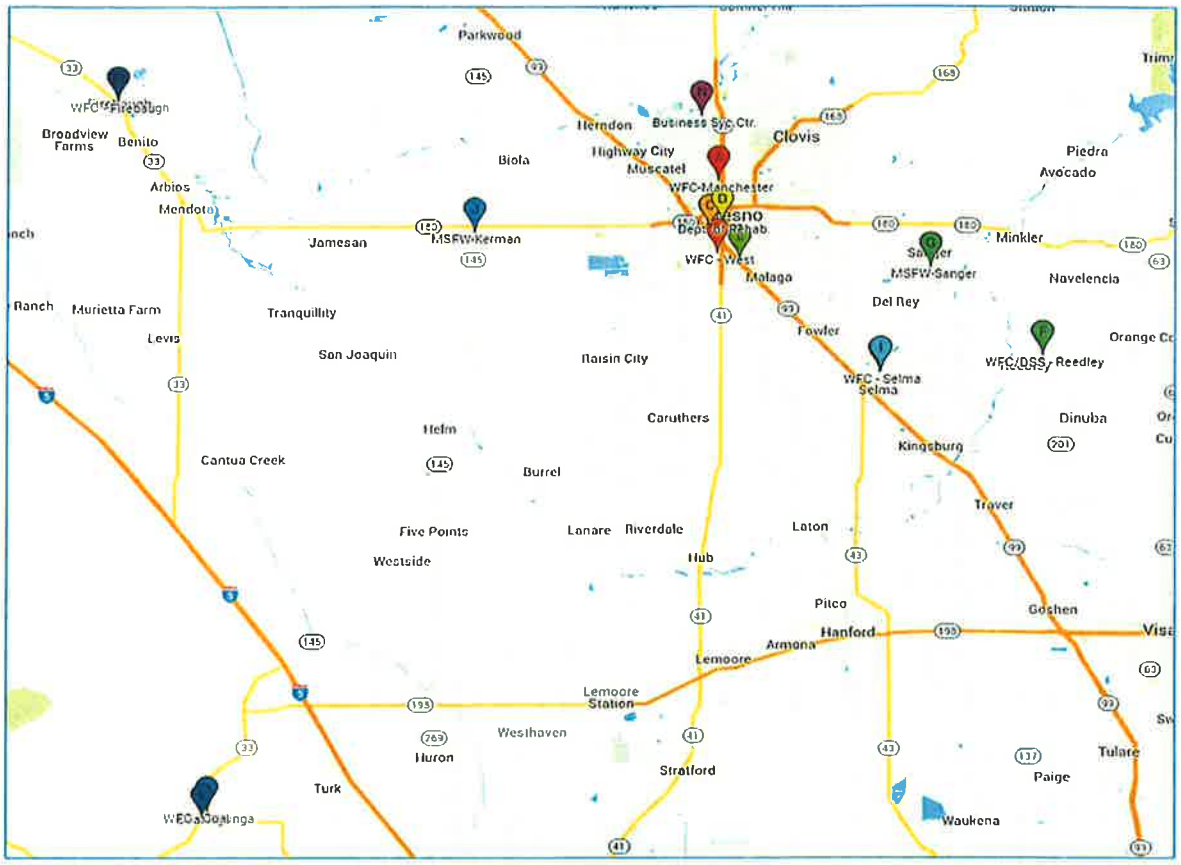
One Stop Partners and Services Provided

Partner	Services Provided
Department of Social Services	Will be co-located at Manchester and Reedley AJCCs. Assistance with reception duties; assistance with Job Fairs and employer services events; participate in scholarship panels; liason between AJCC partners, DSS staff and participants; Welfare-to Work case management; participate on Self Reliance Team; CalWORKs Intake and CalFresh/Medi-Cal services (Reedley only).
Department of Rehabilitation	Disability Awareness training to frontline AJCC staff; Co-location of DOR staff at Manchester AJCC; Training to AJCC staff and core partners on Competitive Integrated Employment.
Employment Development Department	Workforce Services: Will be co-located at Manchester, Fresno West, Reedley AJCCs. California Training Benefits; CalJOBS; Employer Services; Fidelity Bonding services; H-2A Temporary Agriculture Program; Jobs for Veterans services; Migrant Seasonal Farmworker services; personal job search assistance workshops; assist with Rapid Response events; Trade Adjustment Assistance; Work Opportunity Tax Credits; assistance with Worker Adjustment Retraining Notification Act; Youth Employment Opportunity Program/Youth Services. Labor Market Information Division: Labor Market Information in support of Basic Career Services; occupational guides/profiles; wage data; skills information and transference; education and licensing requirements; in-demand occupations listings; crosswalks for occupation and education program offerings; state-wide Eligible Training Provider List; commute pattern data. Unemployment Insurance Branch: UI claim information upon request (per process); worker profiling and re-employment services; UI Public Services Program; In-person guidance to individuals filing for UI claims utilizing on-line tools; Assistance to AJCC staff and customers for California Training Benefits; Collaborate with partners and AJCC staff on TAA process and requirements; participate in local Rapid Response events and roundtable meetings; provide lay-off aversion information to employers.
Fresno Economic Opportunities Commission	Support AJCC staff with referrals to any Community Services Block Grant services and any other service available through EOC, depending on eligibility requirements; depending on need and space availability, the following programs could co-locate in the AJCC: Women, Infants and Children (WIC) and Low-Income Home Energy Assistance (LIHEAP). Will provide CSBB services information via technology in the AJCC and Orientation.
State Center Adult Education Consortium	In the State Center Community College District area (urban Fresno County, east side rural area), provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC; provide counseling services and assistance to WIOA enrolled participants who have expressed interest in attending State Center Community College District training programs that are approved and listed on the state Eligible Training Provider List. All of these services will be provided by the adult schools and community college campuses who make up this consortium.

West Hills Adult Education Consortium	In the West Hills Community College District area (urban Fresno County, west side rural area), Provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC These services will be provided by the adult schools located in Fresno County who are members of this consortium.
Proteus Migrant Seasonal Farm Worker	Will provide outreach and recruitment for the Migrant Seasonal Farm Worker Program; conduct eligibility determination; case management; career counseling; orientation; skills assessment; co-enrollment with other appropriate agencies; provide Youth Farmworker Services; job placement services.
AARP Foundation	Will provide outreach, intake and Orientation services; provide information and referrals to supportive services available to eligible persons; provide group presentations; provide Older Americans workshops, as needed or requested; provide group counseling services; Short-term pre-vocational services; specialized assessments; health screening; organize monthly support group meetings for Older Americans; provide staffing support to the Manchester AJCC resource room and clerical support to co-located partner staff.
Job Corp	Eligibility determination for Job Corp services; initial assessments for Job Corp services; individual and group counseling/mentoring; short term pre-vocational services; internships/work experiences linked to careers; soft skills development; financial literacy workshops; occupational job training related to Job Corp; job readiness workshops/training; GED/HS diploma assistance; information about Job Corp provided in literature and electronically; participate in Self Reliance Team panels.
West Hills Community College District	**TO BE DETERMINED ONCE MOU IS FINALIZED**
Small Business Administration	**TO BE DETERMINED ONCE MOU IS FINALIZED**
Fresno Housing Authority	**TO BE DETERMINED ONCE MOU IS FINALIZED**
California Indian Manpower Consortium	**TO BE DETERMINED ONCE MOU IS FINALIZED**

Attachment 2

Fresno Regional Workforce Development Board & Partner Workforce Services Centers



A. Workforce Connection Manchester
Arthur Moss-559.230.1100
3302 N. Blackstone Ave. Suite 155,
Fresno CA 93726

B. Workforce Connection - West
559-445-6747
2555 S. Elm Ave., Fresno CA 93706

C. Dept. of Social Services – Fresno
559.600.2650
1209 E Street
Fresno, CA 93706

D. Ca. Department of Rehabilitation
559.445.6011
2550 Mariposa Mall, Rm. 2000
Fresno, CA 93721

E. Migrant Seasonal Farm Worker-Fresno
3454 E. Date Ave.
Fresno, CA 93725
559.473.4485

F. Workforce Connection/Dept. of Social Services - Reedley
Cynthia Rye – 559.637.2444
DSS – 559.637.2971
1680 E. Manning Ave. Reedley, CA 93654

G. Migrant Seasonal Farm Worker-Sanger
1849 Academy Ave.
Sanger, CA 93657
559.875.7146

H. Workforce Connection - Selma
Adolofo Recinos-559.891.0135
MSFW-559.891.0135
3706 McCall Ave. Suite 116 Selma, CA 93662

I. Dept. of Social Services – Selma
559.600.5205
3800 McCall Ave.
Selma, CA 93662

J. Migrant Seasonal Farm Worker-Kerman
437 S. Madera Ave.
Kerman, CA 93630
559.473.4489

K. Workforce Connection Coalinga
Robert Pimentel-559.937.2793
300 Cherry Ln. Bldg. A,
Coalinga, CA 93210

L. Dept. of Social Services – Coalinga
559.600.6300
311 Coalinga Plaza
Coalinga, CA 93210

M. Workforce Connection Firebaugh
Robert Pimentel-559-937-2793
1511 9th St.,
Firebaugh, CA 93622

N. Business Service Center
7475 N. Palm Ave., Suite 105
Fresno, CA 93711
559.230.4062

Fresno Regional Workforce Development Board

A proud member of America's Job Center of California[SM] Network

2125 Kern Street, Suite 208 • Fresno, California 93721 • 559.490.7100 • Fax 559.490.7199 •
www.workforce-connection.com

Blake Konczal, Executive Director

OPERATIONAL DIRECTIVE

FRWIB OD # 06-16 **Date Released: July 1, 2016**

To: All Fresno Regional Workforce Development Board AJCC Partners and Service Providers

From: Blake Konczal, Executive Director

Effective Date: July 1, 2016

Subject: America's Job Centers of California (AJCC) Partner Referral Process

Applicable Program: All

Revision History: Initial Release

This Operational Directive (OD) replaces the referral process described in OD 35-05, Partner Co-Enrollment and Referral Process. This OD obsoletes Form REG-102, Universal Referral Checklist and adds updated referral forms.

Partners may be required to use their own Release of Information form, instead of the Universal Release of Information (Form REG-100) when making referrals to other Partners. Those Partners are required to identify the approved form to be used when referring clients from their organization.

Purpose

As mandated by the Workforce Innovation and Opportunity Act (WIOA), each Local Workforce Development Area (LWDA) is required to have a documented process for referrals between partner agencies, as defined by WIOA (mandated partners) and the local Board as AJCC partners (local one-stop partners).

The intent of a referral activity is to ensure that needed services for a client are provided through the most appropriate funding stream in the most efficient manner and are not duplicative. The client should have an experience that is as seamless as possible.

This OD describes, on page 2, the steps to be taken to facilitate a referral between any Partner agency, including any of Fresno County's WIOA-funded programs, and to track the outcome of those referrals.

Each partner is required to identify all departments that provide the services described in their individual Partner Memorandum of Understanding (MOU) with the Fresno Regional Workforce Development Board. Additionally, each partner and sub-contracted provider of service is required to identify a single point of contact (SPOC) for all referrals to their agency and their full contact information (telephone number and email address). The FRWDB Quality Systems Manager will be responsible for maintaining and disseminating this information.

PROCESS

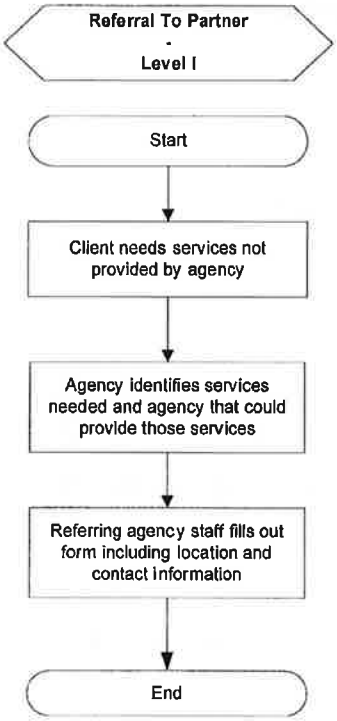
Level I – Referrals to other partners or community services for perceived or stated needs of clients. Use Form REG-108. There will be no follow-up for Level I Referrals. Referrals will be counted and reported, when appropriate.

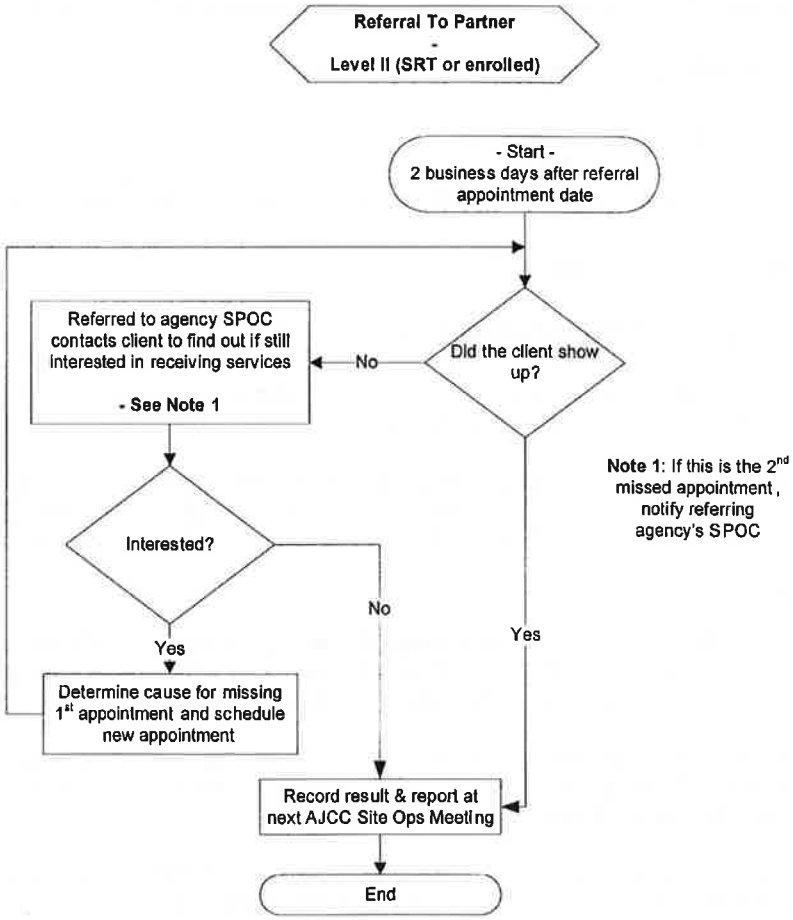
Level II – Direct referral between partners for specific services. Use Form # REG-109. Referring partner will fill out the form, contact the referred to agency single point of contact (SPOC) and make appointment for client if

appropriate. Referral to be scanned to referred agency and copy given to client. Review the referral with the client. Referring Partner will file the original referral form.

If any questions, please contact the FRWDB Program Manager.

Forms: REG-100 – Universal Release of Information (Partners may require the use of their own Release of Information form in order to release client specific information).
REG-101 – Agency Summary of Services Checklist
REG-104 – Interest Checklist
REG-108 – AJCC Partner Referral – Level I
REG-109 – AJCC Partner Referral – Level II





Universal Voluntary Consent to Exchange Information

Name of Client: _____ **WIOA Application #:** _____

Purpose. The Fresno Regional Workforce Development Board ("FRWDB") needs your permission to share personal information about you with certain organizations in order to best serve you.

Voluntary. **Your consent is voluntary.** If you do not consent, you will still receive Workforce Innovation and Opportunity Act ("WIOA") services; however, these services will be limited because, among other things, FRWDB will not be able to refer your case to another agency, co-enroll you in additional services, contact an employer to review your performance, or discuss your case with a school or training provider.

Scope of Information. This Consent covers all information that is personal to you, including, but not limited to, academic status and performance, employment status, skill assessment information, as well as services provided by other private or government agencies. This Consent does not authorize the exchange of any health (mental or physical) information.

Use of Information. By signing this Consent, you allow FRWDB to collect, use, and exchange your personal information with participating partners, employers, contractors, vocational training providers, public and private education institutions, and other entities with which FRWDB interacts or contracts on your behalf. FRWDB will use this information only to support and document your activities and outcomes, to post exit information, and to assess, plan, and facilitate the delivery of services for your benefit. FRWDB may share or receive this information either verbally, in writing, or by computer data transfer.

Release. By signing this Consent, you agree to release FRWDB, the City and County of Fresno, and all of their directors, officers, boards, employees, volunteers, agents, participating partners, and contractors from and against any liability and claims related to an unauthorized or accidental release of your personal information.

Expiration. This Consent automatically expires 15 months after you exit from your WIOA program. You may also revoke your consent earlier at any time by sending written notice to FRWDB's Quality Manager at the following address: 2125 Kern Street, Suite 208, Fresno, California 93721.

Signatures. This Consent is only valid if signed in the presence of an authorized member of your service provider's staff. A properly completed and signed photocopy of this Consent is as valid as the original. By signing, you acknowledge that you have received a copy of this Consent.

Minors. If a client is under 18, this Consent is only valid if signed by the client's parent or legal guardian. If you are signing on behalf of a minor child, an authorized staff member of your child's service provider will verify your parent or guardian status prior to accepting your signature.

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client Authorized Staff

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client's Parent/Legal Guardian Relationship to Client _____

This Consent was translated to _____ by _____ Dated: _____
Language Translator

Agency Summary of Services Provided
Non-Medical or Psychiatric

Date: _____

Referring Agency: _____

Participant Name: _____

Our agency is providing the services identified below, as of the date indicated above, to the named client.

Note to Agency: Please place an "X" in the first column if the service listed is being provided by your agency. Please provide comments, if applicable, in the third column.

X	Type of Service	Comments
	Assessment (Comprehensive)	
	Assessment (Initial)	
	Assessment (Skill Level)	
	Basic Labor Exchange	
	CalFresh	
	CalLearn	
	CalWorks	
	Child Care	
	Classroom Training	
	Community Service	
	Follow-up Services	
	General Relief	
	Homeless Assistance	
	Housing	
	Job Search/Job Placement	
	Medi-Cal	
	Occupational Skills Training	
	On The Job Training	
	Refugee Assistance	
	Transportation	
	Veteran Outreach	
	Vocational Rehabilitation	
	Welfare to Work	
	Work Experience	
	Workshops (specialized) Describe:	
	Other:	
	Other:	
	Other:	

Workforce Connection – Interest Worksheet

Name: _____ **Date:** _____ **Badge #** _____

Please check the following services you are interested in:

Job Search Assistance

☐ Former Military Service ☐ Disabilities Assistance ☐ Central Valley Professionals ☐ Farm Workers

☐ Ticket to Success ☐ Migrant Seasonal Farm Worker ☐ Senior Employment Assistance

☐ WIOA Services – CASAS Reading & Math Appraisal + Self Reliance Team (SRT) Interview

Youth Services

☐ Youth, ages 14-24

Workshops

☐ First Things First ☐ Career Pillar Interview Mentor

Career Development

☐ Health ☐ Manufacturing

☐ Government ☐ Infrastructure

Housing Assistance

☐ Rental Assistance/Section 8 ☐ Home Ownership Programs

☐ Homeless Assistance ☐ Emergency Shelter

Temporary Public Assistance

☐ CalWORKS Cash Assistance to Families with Children ☐ General Relief ☐ Food Stamps ☐ Medical Services

Educational Opportunities

☐ GED ☐ Community College ☐ Adult Basic Education ☐ English as a Second Language ☐ High School Diploma

Other _____

_____

_____

_____

_____

_____

Please present this worksheet to your friendly Customer Service Specialist at the reception desk for further information & direction.

Fresno County America's Job Center of California
Level I Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

To:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services
(list name of agency and department or location)

Agency Name	Location	Phone #	Contact

Referral Reason:

Fresno County America's Job Center of California
Level II Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers		Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban		☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:		☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:		
AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
☐ EDD, Dept:		

To:

WIOA Career Services Providers		Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban		☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:		☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:		
AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services
(list name of agency and department or location)

Agency Name	Location	Phone #	Contact

Referral Reason:

Signed Release of information on file Y ☐ N ☐	Employment Plan: Y ☐ N ☐ Being Developed ☐ N/A ☐
Assessment Completed: Y ☐ N ☐ List assessment type:	Results:
Orientation: Y ☐ N ☐	

Appointment Time:	Date:	Appointment with:	Phone#:
		Address:	

I understand this referral is being made to better assist me in my employment goals.

Client Signature_____ Date: _____

Outcome:

MEMORANDUM OF UNDERSTANDING
Between
Fresno Regional Workforce Development Board
And
Fresno County Department of Social Services

In accordance with the Workforce Innovation and Opportunities Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereafter referred to as "WIOA"), the Fresno Regional Workforce Development Board (hereinafter referred to as the "WDB") shall develop a local plan, and enter into a Memorandum of Understanding ("MOU") with local America's Job Center One-Stop Partners (as defined in Section IV(B) below) regarding the operation of the local America's Job Center One-Stop System of service delivery (the "local One-Stop System") and the performance of the functions described in Section 121(e)(1) of the WIOA. MOUs must be executed between the WDB and the America's Job Center One-Stop Partners, with the agreement of the Chief Local Elected Official. The Chief Local Elected Official in the WDB's Local Workforce Development Area (collectively, the City and County of Fresno) has delegated to the WDB the ability to execute this MOU pursuant to that certain Joint Exercise of Powers Agreement dated May 19, 2009, as amended (the "Joint Powers Agreement").

I. VISION, MISSION AND GOAL OF THE FRESNO COUNTY AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) ONE-STOP SYSTEM

A. Vision

To fully engage all available public and private resources to ensure the Fresno Regional Workforce Development system as the premier source for the human capital needs of growth industry clusters within Fresno County. By integrating education and workforce preparation to assist the best companies in Fresno County to remain and thrive in our local community, achieving sustainable economic growth. To concurrently assist our unemployed and underemployed residents to achieve a higher quality of life by access to such careers in growth industry sectors.

B. Mission

The Fresno Regional Workforce Development system, a Joint Powers Authority between the City and County of Fresno, in partnership with both the public and private sectors, exists primarily to assist local businesses in meeting their human capital needs. In this, we both (1) screen and train prospective new employees and (2) assist in upskilling existing employees. By offering such quality referral and training services, directly linked to local industry needs, we are of greatest benefit to our unemployed and underemployed clients.

II. PURPOSE OF MEMORANDUM OF UNDERSTANDING

A. To define, establish, and reinforce relationships between the WDB and the designated AJCC One-Stop Partners;

B. To define the roles and responsibilities of these entities in the performance of their combined goal of establishing a workforce development system through the local One-Stop System that is:

1. Integrated (offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills and affording universal access to the system overall);

2. Comprehensive (offering to participant/customer a large array of useful information with wide and easy access to needed services);

3. Participant/customer-focused (providing the means for judging the quality of services and making informed choices); and

4. Performance-based (based on clear outcomes to be achieved, mutually negotiated outcomes and methods for measurements, and the means for measuring and attaining participant/customer satisfaction); and

C. To describe how cost of services and the operating cost of the local One-Stop System will be funded.

III. STATEMENT OF ISSUE

As a partner under the WIOA, Fresno County Department of Social Services (DSS), hereinafter referred to as the "Partner", enters into an MOU with the WDB regarding the manner in which the Partner will participate and provide access to their services through the local One-Stop System.

IV. DEFINITIONS

The following definitions apply to this MOU:

A. AJCC One-Stop Operator:
The WDB sub-contracted entity or entities designated to operate the local One-Stop System, provide Basic Career Services (as defined in Section IV(D) below), and to coordinate services within the local One-Stop System under the WIOA. Sometimes also referred to herein as the "One-Stop Operator"

B. AJCC One-Stop Partner:
An entity that carries out one or more programs or activities described herein, makes those programs or activities available to participants through the local One-Stop System, and participates in the operation of the local One-Stop System consistent with the terms of this MOU and with the requirements of their Authorizing Law (as defined in Section IV(C) below) by which the programs or activities are authorized under the WIOA. Sometimes also referred to herein as "Partner"

C. Authorizing Law:
Refers to each respective Partner's legal authority to engage in the specific programs or activities that the Partner will provide in connection with WIOA authorized programs, activities, or services.

D. Basic Career Services:
Services and resources available to the general public without enrollment into the WIOA program or any Partner's program. These services are overseen by the AJCC One-Stop Operator. These services include but are not limited to the following

services, and are provided either by the WDB or by the Partners, as appropriate, applicable and allowable:

1. Determination of eligibility to receive WIOA-enrolled services.
2. Outreach, intake, and orientation to the services available through the One-Stop System.
3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs.
4. Labor exchange services, including the following:
   a. Job search, placement assistance, and career counseling, including information on in-demand industry sectors and occupations as well as nontraditional employment.
   b. Recruitment and other business services on behalf of employers in the local area, such as information and referral to specialized business services not traditionally offered through the local One-Stop System.
5. Referrals to, and coordination of activities with, other programs and services, including programs and services within the local One-Stop System and other workforce development programs.
6. Workforce and labor market employment statistics information, including information relating to local, regional, and national labor market areas, including the following:
   a. Job vacancy listings and the job skills necessary to obtain them.
   b. Information on local in-demand occupations and the earnings, skill requirements, and opportunities for advancement that accompany them.
7. Information on performance and program cost of eligible providers of training services, youth workforce development activities, adult education, career and technical education activities at the postsecondary level, career and technical education activities available to school dropouts, and vocational rehabilitation services.
8. Information regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the local One-Stop System.
9. Information on, and referral to, supportive services or assistance, including the following:
   a. Child care, child support, medical or child health assistance under title XIX or XXI of the Social Security Act.
   b. Benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008.
   c. Assistance through the earned income tax credit under section 32 of the Internal Revenue Code of 1986.
   d. Assistance under a state program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act.
   e. Other supportive services and transportation available in the local area.

10. Information and assistance regarding filing claims for unemployment compensation.
11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA.

E. Business Services:

The terms "Business Services" means services and resources available to employers in the local area and are provided by Partners and sub-contracted providers of services, with oversight by WDB staff, where applicable, appropriate and allowable. These services include, but are not limited to:

1. Labor exchange activities and labor market information;
2. Customized screening and referral of qualified participants in training services to employers;
3. Customized services to employers, employer associations, or other such organizations, on employment-related issues;
4. Customized recruitment events and related services for employers including targeted job fairs;
5. Human resource consultation services, including but not limited to assistance with:
   a. Writing/reviewing job descriptions and employee handbooks;
   b. Developing performance evaluation and personnel policies;
   c. Creating orientation sessions for new workers;
   d. Honing job interview techniques for efficiency and compliance;
   e. Analyzing employee turnover; or
   f. Explaining labor laws to help employers comply with wage/hour and safety/health regulations;
6. Customized labor market information for specific employers, sectors, industries or clusters;
7. Rapid Response and lay-off aversion; and
8. Other similar customized services.

F. Individualized Career Services:

The term Individualized Career Services means services available to persons who meet the eligibility requirements as defined in the WIOA and subsequent regulations. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include the following:
   a. Diagnostic testing and use of other assessment tools.
   b. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.

2. Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.
3. Group counseling.
4. Individual counseling.
5. Career planning.
6. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.
7. Internships and work experiences linked to careers.
8. Workforce preparation activities.
9. Financial literacy services.
10. Out-of-area job search assistance and relocation assistance.
11. English language acquisition and integrated education and training programs.

G. AJCC Partner Services:

The term AJCC Partner Services means those services described in Section IX, Description of Services To Be Provided By Partner, of this MOU carried out under the Partner's Authorizing Law.

H. Participant/customer:

The term participant/customer is defined as a person or persons receiving integrated local One-Stop System employment, training, educational services, and/or business services for employers from any AJCC partner.

I. Training Services:

The term Training Services means services available to persons who meet the eligibility requirements as defined in the WIOA, subsequent regulations, and locally-defined prerequisites. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Occupational skills training, including training for nontraditional employment.
2. On-the-job training.
3. Incumbent worker training.
4. Programs that combine workplace training with related instruction, which may include cooperative education programs.
5. Training programs operated by the private sector.
6. Skill upgrading and retraining.
7. Pre-Apprenticeship and Apprenticeship training

8. Entrepreneurial training.
9. Transitional jobs (Work Experience).
10. Job readiness training provided in combination with another training service.
11. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service.
12. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.
13. Other similar training services

V. AJCC ONE-STOP PARTNER PARTICIPATION

Partner agrees to participate in a joint planning process which results in the development of the local and regional Strategic Plan submitted to the State in accordance with issued WIOA guidelines (the "Strategic Plan"). Partners agree to engage in planning, plan development, and activities, to result in:

A. Continuous partnership building between all parties to this MOU;

B. Continuous partnership building and planning responsive to State requirements;

C. Continuous partnership between State and local representatives engaged in WIOA activities and related workforce preparation and development;

D. Responsive to specific local and economic conditions, including employer needs;

E. Adherence to strategic planning principles adopted by the WIOA for long range planning, including the requirement for continuous improvement;

F. Adherence to common data collection and reporting, including needs for modification or change;

G. Diligence in developing coordinated local leadership in workforce development through:

H. Responsiveness to participant/customer needs;

I. Maintenance of system infrastructure;

J. Shared technology and information;

K. Performance management to measure the success of the local One-Stop System overall and to enhance performance in a spirit of quality management and continuous improvement.

L. Identification of each Partner's appropriate contribution to meeting the performance standards negotiated between the State of California and WDB.

VI. THE CUSTOMERS TO BE SERVED

The AJCC One-Stop Center will serve:

A. Those Fresno County residents, who are seeking employment, need guidance on how to make career choices, and building basic educational or occupational skills.

1. Priority of Service will be given to those who are (in order of priority):

a. Veterans and eligible spouses who are also recipients of public assistance, other low income individuals, or individuals who are basic skills deficient;

b. Individuals who are recipients of public assistance, other low income individuals, or individuals who are basic skills deficient;

c. Veterans and eligible spouses who are not included in WIOA's priority groups.

d. Other individuals not included in WIOA's priority groups.

B. Those businesses who are seeking a skilled and stable workforce; need guidance in various business operations or in need of assistance in case of reductions in force.

C. All AJCC One-Stop Center Services and Partner services will be available to all eligible residents no matter their English language proficiency and physical abilities.

VII. AMERICAN'S WITH DISABILITIES ACT COMPLIANCE

Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC and Partner's facilities are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

VIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. Partner agrees that no person shall, because of ethnic group identification, age, sex, gender identification, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving state or federal assistance. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

B. Partner assures compliance with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

IX. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE PARTNER

Partner agrees that they will provide access to all the services described below at the designated AJCC One-Stop and any other satellite location deemed appropriate by the

Partner. Partner will participate in the creation of the local One-Stop System which provides for universal access and enables customers to become self-sufficient.

Partner will ensure that services are provided either by (i) assigning staff to the local AJCC One-Stop(s); (ii) using a mutually developed referral process; (iii) training the One-Stop Operator and other Partner staff to deliver information about the services available to eligible individuals; and/or (iv)using technology to provide services to participants/customers, except as noted below.

Partner will ensure that the needs of workers and youth, and individuals with barriers to employment, including but not limited to individuals with disabilities and limited English proficient individuals, are provided necessary and appropriate access to services, including access to technology and materials, available through the local One-Stop System.

Any Partner funded by Wagner-Peyser is required to be co-located in the Comprehensive America's Job Center One-Stop Center (as defined and identified in Section XI(A) below).

A. Partner agrees that it will provide One-Stop Partner Core Services to participants/customers and support local One-Stop System activities as defined in Attachment 1.

X. WDB RESPONSIBILITIES

As authorized under the WIOA, and pursuant to the Joint Powers Agreement, the WDB will establish policies necessary for implementation of the WIOA in the local area and shall:

A. Develop and submit a local plan to the Governor;

B. Collaborate with other Workforce Development Boards to develop a Regional Plan

C. Identify eligible AJCC One-Stop Operators by awarding grants or contracts on a competitive basis;

D. Conduct programmatic and fiscal reviews of the WIOA services provided by sub-contracted program providers of services, training services providers and report to the WDB the results of those reviews.

E. Identify eligible providers of youth activities in the local area by awarding grants or contracts on a competitive basis based on the recommendations of the local youth council;

F. Identify eligible providers of training services in the local area by awarding grants or contracts on a competitive basis;

G. Identify eligible providers of Individualized Career Services in the local area by awarding grants or contracts on a competitive basis;

H. Provide adequate facilities for the Partners as needed and as funding allows;

I. Develop a local One-Stop System budget for the purpose of carrying out the duties of the WDB;

J. Solicit and accept grants and donations from sources other than federal funds made available under WIOA;

K. Conduct regular program and physical plant assessments for compliance to federal, state and local Equal Opportunity and Americans with Disabilities Act regulations as required by law.

L. Negotiate local performance measures;

M. Coordinate the workforce development activities carried out in the local area with economic development strategies and develop other employer linkages with such activities;

N. Promote participation by private sector employers in the statewide workforce development system and help such employers meet their hiring needs using the system by providing connecting, brokering, and coaching activities to the employers;

O. Make available to the public, on a regular basis through open meetings and/or through publications online, information regarding the activities of the WDB, including information regarding the Strategic Plan prior to submission of the Strategic Plan, membership, the designation and certification of AJCC One-Stop Operator(s), the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of formal meetings of the WDB;

P. Negotiate and enter into an MOU with each AJCC One-Stop Partner which meet the requirements of the WIOA and sets forth their respective responsibilities for making a full range of services available through the local One-Stop System; and shall modify this MOU to add additional Partners as needed for the benefit of the community and system.

XI. LOCATION OF AMERICA'S JOB CENTER ONE-STOP SITES

A. The WDB will establish a minimum of one physical location called the "Comprehensive AJCC" within the workforce development area in which all AJCC One-Stop Partners will provide access to the services provided under the WIOA. The parties agree that the Comprehensive AJCC shall be located at the Manchester Shopping Center, 3302 N. Blackstone Avenue, Fresno, California 93726. This location may be changed by the WDB during the term of this MOU upon thirty (30) days advance notice of such change to the Partners. Each Partner agrees that it will provide access to the services described in this MOU at such location and any other satellite location deemed appropriate by each Partner, with concurrence of the WDB.

B. If the WDB establishes additional AJCC One-Stop Centers within its local workforce development area, each Partner will determine the extent and manner in which it

will participate in such additional centers. However, access to each Partner's services will be made available at all locations, either with on-site staff, via technology, or referral to the nearest office of the Partner.

C. The Partner commits to providing information and access to all AJCC Partner services, as described in this MOU, at each of its service locations.

XII. METHODS OF REFERRAL

A. The WDB, through its designated AJCC One-Stop Operator(s), and the Partners agree to utilize the approved referral processes and forms for common intake and referral among the AJCC One-Stop Partners and providers of services. The WDB and Partners developed a universal referral system and form that is used for all cross-agency referrals, copies of which are attached hereto, and incorporated herein, as Attachment 3.

B. The WDB and Partner agree to train and provide technical assistance to the appropriate staff of each of the other participating AJCC One-Stop Partners and sub-contracted providers of services on topics that include but are not limited to eligibility for and scope of allowable services for the partner's programs.

C. Partner agrees to suggest appropriate referrals for its applicants and clients, the availability of additional services from other AJCC partners if they determine the client could benefit from those referral(s).

D. A listing of Partner sites and locations can be found in Attachment 2, for referral purposes.

XIII. CONFIDENTIALITY

Partner shall be in strict conformance with all applicable federal, State of California and/or local laws and regulations relating to confidentiality including Welfare and Institutions Code section 10850 and insure that all applications and records concerning participants/customers shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly connected with the administration of the local One-Stop System. The Partner shall inform all of its employees, agents, officers, subcontractors, Board members, or partners of this provision and that any person knowingly and intentionally violating this provision is guilty of a misdemeanor.

A. All participant/customer applications and records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services. Signed information releases will be obtained where appropriate.

B. Partner agrees to share information either agreed upon by them or as interpreted by the Chief Local Elected Official or designee to be necessary for the administration of the local One-Stop System. Partner shall obtain signed releases allowing for the sharing of participant/customer information necessary for provision of services under the WIOA; i.e. assessment; universal intake; program or training

referral; job development or placement activities; and other services as needed for employment or program support purposes.

C. At any time an America's Job Center One-Stop Partner requests confidential information regarding another Partner's participant/customer, the request shall be accompanied by a written Release of Confidential Information signed by the participant/customer.

XIV. GRIEVANCES AND COMPLAINTS

Partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative remedy in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

XV. COST ALLOCATION – Phase I

A. Partner agrees to financially participate in the operating costs related to the common costs of the One-Stop System attributable to the Partner's program(s).

B. Partner commits to work collaboratively with the WDB and other AJCC One-Stop Partners to participate in the implementation of the Resource Sharing Agreement (RSA) process in order to have finalized RSAs by December 31, 2017 for Program Year 2017-2018.

XVI. TERM AND RENEWAL OF MOU

A. The term of this MOU is from July 1, 2016 to June, 30, 2019, unless it is terminated earlier as provided in Section XVIII, below.

B. This MOU is of no force or effect until signed by authorized representatives of the participating America's Job Center One-Stop Partner and the WDB. Once signed thereby, this MOU is effective commencing upon July 1, 2016, and shall supersede in its entirety any MOU entered into previously by and between the participating AJCC One-Stop Partner and the WDB.

C. The MOU, once signed, becomes a part of the local Strategic Plan.

XVII. REVISIONS AND MODIFICATIONS

This MOU may be revised or modified with the approval of both the WDB and of the Partner.

XVIII. TERMINATION

Partner may terminate its participation in this MOU upon thirty (30) days written notice to the WDB; or The WDB may terminate this MOU upon thirty (30) days written notice of such termination to partner.

XIX. NOTICE

Any notice required or permitted to be given by any party to this MOU shall be deemed given upon personal delivery to the other parties or two (2) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other parties at the following addresses or to such other address as the parties may provide by written notice given in accordance herewith:

Fresno Regional Workforce Development Board
Attn: Blake Konczal, Executive Director
2125 Kern Street, Suite 208
Fresno, CA 93721

County of Fresno Department of Social Services
Attn: Contract Analyst
2135 Fresno Street
Fresno, CA 93721

XX. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that the Partner and its staff are subject to their existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. The WDB will assure to the extent possible that the One-Stop Operator will work with all Partners in developing and implementing policies and procedures for the One-Stop System, in order to avoid inconsistencies with their respective policies, procedures, regulations and collective bargaining agreements.

XXI. SHARED INFORMATION AND SYSTEM SECURITY

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

A. Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other applicable statutes or requirements.

B. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.

C. System security provisions shall be agreed upon by all partners.

XXII. PUBLIC COMMUNICATIONS AND BRANDING RELATED TO WIOA SERVICES

A. All communications must be approved by the WDB Marketing Manager or Executive Director prior to the communication.

B. Partner agrees to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage.

XXIII. DISPUTE RESOLUTION

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

XXIV. INDEMNIFICATION

Except as otherwise expressly provided in this MOU and to the fullest extent of the law, each party shall indemnify and hold harmless (the "Indemnifying Party") the other parties, including the One-Stop Operator and the WDB, and their respective partners, directors, officers, agents, customers and employees (the "Indemnified Parties") from and against any and all losses, costs, expenses (including reasonable attorneys', experts' and consultants' fees and court costs at all levels of proceedings), damages and/or liabilities which any of the Indemnified Parties may sustain or incur in connection with or arising out of the performance of this MOU or any breach by the Indemnifying Party of its obligations under this MOU, except to the extent the foregoing is caused by the gross negligence or willful misconduct of the Indemnified Parties. The terms of this Section XXV shall survive the termination of this MOU.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

ATTEST:

FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD

By _____
Paul Bauer, FRWDB Chairperson

Mailing Address:
2125 Kern Street, Suite 208
Fresno, CA 93721

COUNTY OF FRESNO

By _____
Ernest Buddy Mendes, Chairman
Board of Supervisors

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Susan Bishop, Deputy

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By _____

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A., AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

By _____

REVIEWED AND RECOMMENDED FOR
APPROVAL:

By _____
Delfino E. Neira, Director
Department of Social Services

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California.

CITY OF FRESNO,
A California municipal corporation

Dated: 8/26/16

By: _____
Bruce Rudd
City Manager

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy Marco Martinez-Velasquez
8/26/16

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____ 8/16/16
Brandon M. Collet Date
Deputy City Attorney

One Stop Partners and Services Provided

Partner: The County of Fresno Department of Social Services (DSS)

Locations and Staff: DSS may provide the following staff classifications at an agreed upon FTE level:

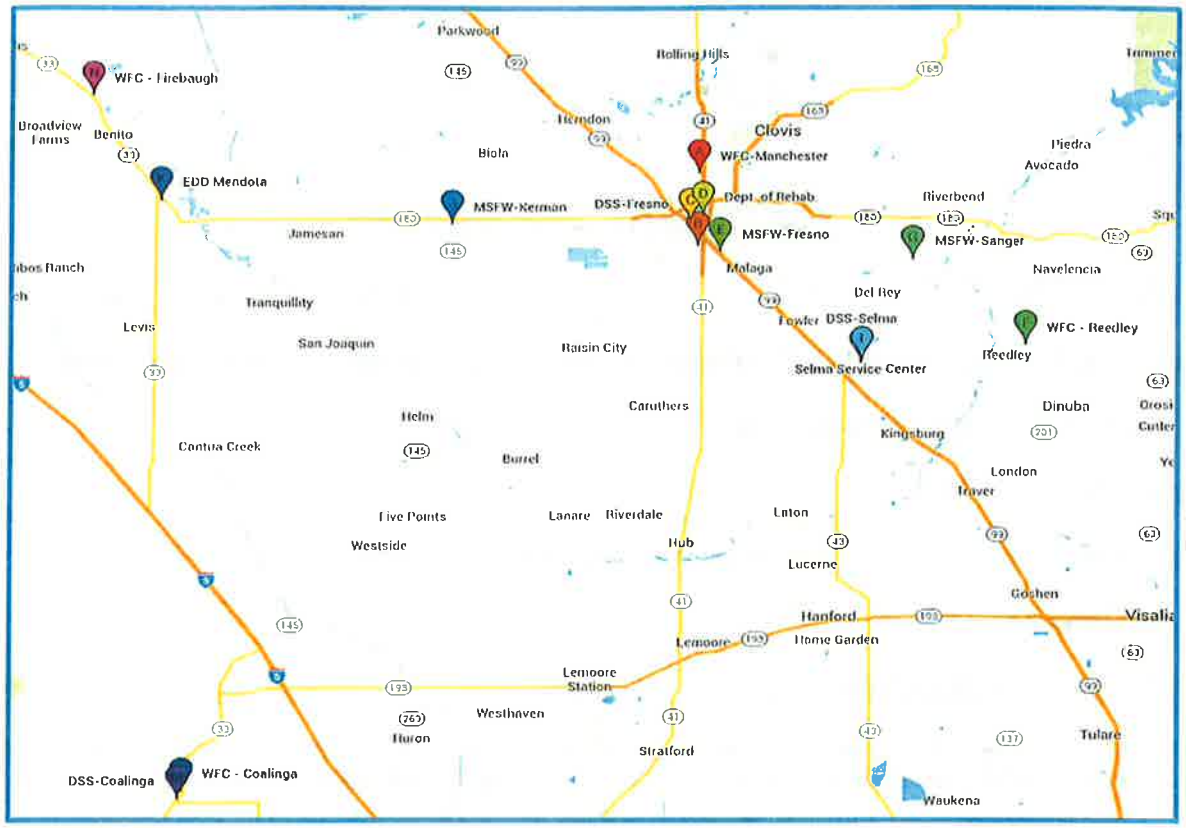
- Manchester Center: Job Specialist, Office Assistant
- Selma/Reedley: Job Specialist

Services Provided: DSS staff may provide the following:

- assistance with reception duties;
- assistance with job fairs and employer services events;
- participation in scholarship panels;
- liaison services between WDB partners, DSS staff and participants;
- Welfare-to-Work case management;
- service on the Self-Reliance Team; and/or
- CalWORKs Intake and CalFresh/Medi-Cal services (Reedley).

Attachment 2

Fresno Regional Workforce Development Board & Partner Workforce Services Centers



A. Workforce Connection Manchester
Arthur Moss-559-230-1100
3302 N. Blackstone Ave. Suite 155,
Fresno CA 93726

B. Workforce Connection - West
559-445-6747
2555 S. Elm Ave., Fresno CA 93706

C. Dept. of Social Services – Fresno
559.600.2650
1209 E Street
Fresno, CA 93706

D. Ca. Department of Rehabilitation
559.445.6011
2550 Mariposa Mall, Rm. 2000
Fresno, CA 93721

E. Migrant Seasonal Farm Worker-Fresno
3454 E. Date Ave.
Fresno, CA 93725
559.473.4485

F. Workforce Connection/Dept. of Social Services - Reedley
Cynthia Rye - 559-637-2444
DSS – 559.637.2971
1680 E. Manning Ave. Reedley, CA 93654

G. Migrant Seasonal Farm Worker-Sanger
1849 Academy Ave.
Sanger, CA 93657
559.875.7146

H. Workforce Connection - Selma
Adolofo Recinos-559.891.0135
MSFW-559.891.0135
3706 McCall Ave. Suite 116 Selma, CA 93662

I. DSS – Selma
559.600.5205
3800 McCall Ave.
Selma, CA 93662

J. Migrant Seasonal Farm Worker-Kerman
437 S. Madera Ave.
Kerman, CA 93630
559.473.4489

K. Workforce Connection Coalinga
Robert Pimentel-559-937-2793
300 Cherry Ln. Bldg. A,
Coalinga, CA 93210

L. DSS – Coalinga
559.600.6300
311 Coalinga Plaza
Coalinga, CA 93210

M. Workforce Connection Firebaugh
Robert Pimentel-559-937-2793
1511 9th St.,
Firebaugh, CA 93622

N. Business Service Center
7475 N. Palm Ave., Suite 105
Fresno, CA 93711
559.230-4062

Fresno Regional Workforce Development Board

A proud member of America's Job Center of California[SM] Network

2125 Kern Street, Suite 208 • Fresno, California 93721 • 559.490.7100 • Fax 559.490.7199 •
www.workforce-connection.com

Blake Konczal, Executive Director

OPERATIONAL DIRECTIVE

FRWIB OD # 06-16 **Date Released: July 1, 2016**

To: All Fresno Regional Workforce Development Board AJCC Partners and Service Providers

From: Blake Konczal, Executive Director

Effective Date: July 1, 2016

Subject: America's Job Centers of California (AJCC) Partner Referral Process

Applicable Program: All

Revision History: Initial Release

This Operational Directive (OD) replaces the referral process described in OD 35-05, Partner Co-Enrollment and Referral Process. This OD obsoletes Form REG-102, Universal Referral Checklist and adds updated referral forms.

Partners may be required to use their own Release of Information form, instead of the Universal Release of Information (Form REG-100) when making referrals to other Partners. Those Partners are required to identify the approved form to be used when referring clients from their organization.

Purpose

As mandated by the Workforce Innovation and Opportunity Act (WIOA), each Local Workforce Development Area (LWDA) is required to have a documented process for referrals between partner agencies, as defined by WIOA (mandated partners) and the local Board as AJCC partners (local one-stop partners).

The intent of a referral activity is to ensure that needed services for a client are provided through the most appropriate funding stream in the most efficient manner and are not duplicative. The client should have an experience that is as seamless as possible.

This OD describes, on page 2, the steps to be taken to facilitate a referral between any Partner agency, including any of Fresno County's WIOA-funded programs, and to track the outcome of those referrals.

Each partner is required to identify all departments that provide the services described in their individual Partner Memorandum of Understanding (MOU) with the Fresno Regional Workforce Development Board. Additionally, each partner and sub-contracted provider of service is required to identify a single point of contact (SPOC) for all referrals to their agency and their full contact information (telephone number and email address). The FRWDB Quality Systems Manager will be responsible for maintaining and disseminating this information.

PROCESS

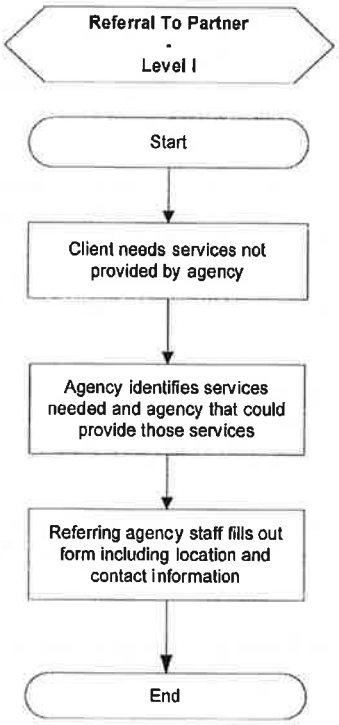
Level I – Referrals to other partners or community services for perceived or stated needs of clients. Use Form REG-108. There will be no follow-up for Level I Referrals. Referrals will be counted and reported, when appropriate.

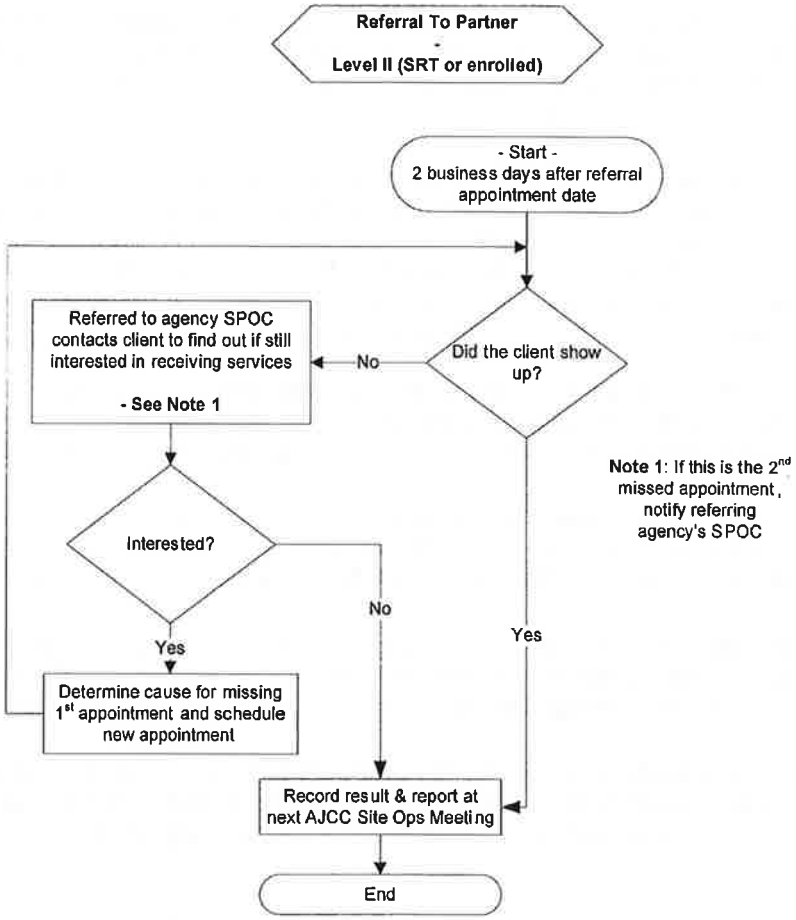
Level II – Direct referral between partners for specific services. Use Form # REG-109. Referring partner will fill out the form, contact the referred to agency single point of contact (SPOC) and make appointment for client if

appropriate. Referral to be scanned to referred agency and copy given to client. Review the referral with the client. Referring Partner will file the original referral form.

If any questions, please contact the FRWDB Program Manager.

Forms: REG-100 – Universal Release of Information (Partners may require the use of their own Release of Information form in order to release client specific information).
REG-101 – Agency Summary of Services Checklist
REG-104 – Interest Checklist
REG-108 – AJCC Partner Referral – Level I
REG-109 – AJCC Partner Referral – Level II





Universal Voluntary Consent to Exchange Information

Name of Client: _____ **WIOA Application #:** _____

Purpose. The Fresno Regional Workforce Development Board ("FRWDB") needs your permission to share personal information about you with certain organizations in order to best serve you.

Voluntary. **Your consent is voluntary.** If you do not consent, you will still receive Workforce Innovation and Opportunity Act ("WIOA") services; however, these services will be limited because, among other things, FRWDB will not be able to refer your case to another agency, co-enroll you in additional services, contact an employer to review your performance, or discuss your case with a school or training provider.

Scope of Information. This Consent covers all information that is personal to you, including, but not limited to, academic status and performance, employment status, skill assessment information, as well as services provided by other private or government agencies. This Consent does not authorize the exchange of any health (mental or physical) information.

Use of Information. By signing this Consent, you allow FRWDB to collect, use, and exchange your personal information with participating partners, employers, contractors, vocational training providers, public and private education institutions, and other entities with which FRWDB interacts or contracts on your behalf. FRWDB will use this information only to support and document your activities and outcomes, to post exit information, and to assess, plan, and facilitate the delivery of services for your benefit. FRWDB may share or receive this information either verbally, in writing, or by computer data transfer.

Release. By signing this Consent, you agree to release FRWDB, the City and County of Fresno, and all of their directors, officers, boards, employees, volunteers, agents, participating partners, and contractors from and against any liability and claims related to an unauthorized or accidental release of your personal information.

Expiration. This Consent automatically expires 15 months after you exit from your WIOA program. You may also revoke your consent earlier at any time by sending written notice to FRWDB's Quality Manager at the following address: 2125 Kern Street, Suite 208, Fresno, California 93721.

Signatures. This Consent is only valid if signed in the presence of an authorized member of your service provider's staff. A properly completed and signed photocopy of this Consent is as valid as the original. By signing, you acknowledge that you have received a copy of this Consent.

Minors. If a client is under 18, this Consent is only valid if signed by the client's parent or legal guardian. If you are signing on behalf of a minor child, an authorized staff member of your child's service provider will verify your parent or guardian status prior to accepting your signature.

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client Authorized Staff

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client's Parent/Legal Guardian Relationship to Client _____

This Consent was translated to _____ by _____ Dated: _____
Language Translator

Agency Summary of Services Provided
Non-Medical or Psychiatric

Date: _____

Referring Agency: _____

Participant Name: _____

Our agency is providing the services identified below, as of the date indicated above, to the named client.

Note to Agency: Please place an "X" in the first column if the service listed is being provided by your agency. Please provide comments, if applicable, in the third column.

X	Type of Service	Comments
	Assessment (Comprehensive)	
	Assessment (Initial)	
	Assessment (Skill Level)	
	Basic Labor Exchange	
	CalFresh	
	CalLearn	
	CalWorks	
	Child Care	
	Classroom Training	
	Community Service	
	Follow-up Services	
	General Relief	
	Homeless Assistance	
	Housing	
	Job Search/Job Placement	
	Medi-Cal	
	Occupational Skills Training	
	On The Job Training	
	Refugee Assistance	
	Transportation	
	Veteran Outreach	
	Vocational Rehabilitation	
	Welfare to Work	
	Work Experience	
	Workshops (specialized) Describe:	
	Other:	
	Other:	
	Other:	

Workforce Connection – Interest Worksheet

Name: _____ **Date:** _____ **Badge #** _____

Please check the following services you are interested in:

Job Search Assistance

☐ Former Military Service ☐ Disabilities Assistance ☐ Central Valley Professionals ☐ Farm Workers

☐ Ticket to Success ☐ Migrant Seasonal Farm Worker ☐ Senior Employment Assistance

☐ WIOA Services – CASAS Reading & Math Appraisal + Self Reliance Team (SRT) Interview

Youth Services

☐ Youth, ages 14-24

Workshops

☐ First Things First ☐ Career Pillar Interview Mentor

Career Development

☐ Health ☐ Manufacturing

☐ Government ☐ Infrastructure

Housing Assistance

☐ Rental Assistance/Section 8 ☐ Home Ownership Programs

☐ Homeless Assistance ☐ Emergency Shelter

Temporary Public Assistance

☐ CalWORKS Cash Assistance to Families with Children ☐ General Relief ☐ Food Stamps ☐ Medical Services

Educational Opportunities

☐ GED ☐ Community College ☐ Adult Basic Education ☐ English as a Second Language ☐ High School Diploma

Other _____

_____

_____

_____

_____

_____

Please present this worksheet to your friendly Customer Service Specialist at the reception desk for further information & direction.

Fresno County America's Job Center of California
Level I Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

To:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services
(list name of agency and department or location)

Agency Name	Location	Phone #	Contact

Referral Reason:

Fresno County America's Job Center of California
Level II Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
☐ EDD, Dept:		

To:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services (list name of agency and department or location)			
Agency Name	Location	Phone #	Contact

Referral Reason:

Signed Release of information on file Y ☐ N ☐	Employment Plan: Y ☐ N ☐ Being Developed ☐ N/A ☐
Assessment Completed: Y ☐ N ☐ List assessment type:	Results:
Orientation: Y ☐ N ☐	

Appointment Time:	Date:	Appointment with:	Phone#:
		Address:	

I understand this referral is being made to better assist me in my employment goals.

Client Signature_____ Date: _____

Outcome:

MEMORANDUM OF UNDERSTANDING
Between
Fresno Regional Workforce Development Board
And
State of California Employment Development Department

In accordance with the Workforce Innovation and Opportunities Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereafter referred to as "WIOA"), the Fresno Regional Workforce Development Board (hereinafter referred to as the "WDB") shall develop a local plan, and enter into a Memorandum of Understanding ("MOU") with local America's Job Center One-Stop Partners (as defined in Section IV(B) below) regarding the operation of the local America's Job Center One-Stop System of service delivery (the "local One-Stop System") and the performance of the functions described in Section 121(e)(1) of the WIOA. MOUs must be executed between the WDB and the America's Job Center One-Stop Partners, with the agreement of the Chief Local Elected Official. The Chief Local Elected Official in the WDB's Local Workforce Development Area (collectively, the City and County of Fresno) has delegated to the WDB the ability to execute this MOU pursuant to that certain Joint Exercise of Powers Agreement dated May 19, 2009, as amended (the "Joint Powers Agreement").

I. VISION, MISSION AND GOAL OF THE FRESNO COUNTY AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) ONE-STOP SYSTEM

A. Vision
To fully engage all available public and private resources to ensure the Fresno Regional Workforce Development system as the premier source for the human capital needs of growth industry clusters within Fresno County. By integrating education and workforce preparation to assist the best companies in Fresno County to remain and thrive in our local community, to achieve sustainable economic growth. To concurrently assist our unemployed and underemployed residents to achieve a higher quality of life by access to such careers in growth industry sectors.

B. Mission
The Fresno Regional Workforce Development system, a Joint Powers Authority between the City and County of Fresno, in partnership with both the public and private sectors, exists primarily to assist local businesses in meeting their human capital needs. In this, we both (1) screen and train prospective new employees and (2) assist in upskilling existing employees. By offering such quality referral and training services, directly linked to local industry needs, we are of greatest benefit to our unemployed and underemployed clients.

II. PURPOSE OF MEMORANDUM OF UNDERSTANDING

A. To define, establish, and reinforce relationships between the WDB and the designated AJCC One-Stop Partners;

B. To define the roles and responsibilities of these entities in the performance of their combined goal of establishing a workforce development system through the local One-Stop System that is:

1. Integrated (offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills and

affording universal access to the system overall);

2. Comprehensive (offering to participant/customer a large array of useful information with wide and easy access to needed services);

3. Participant/customer-focused (providing the means for judging the quality of services and making informed choices); and

4. Performance-based (based on clear outcomes to be achieved, mutually negotiated outcomes and methods for measurements, and the means for measuring and attaining participant/customer satisfaction); and

C. To describe how cost of services and the operating cost of the local One-Stop System will be funded.

III. STATEMENT OF ISSUE

As a partner under the WIOA, The State of California Employment Development Department (EDD), hereinafter referred to as the "Partner", enters into an MOU with the WDB regarding the manner in which the Partner will participate and provide access to their services through the local One-Stop System.

IV. DEFINITIONS

The following definitions apply to this MOU:

A. AJCC One-Stop Operator:
The WDB sub-contracted entity or entities designated to operate the local One-Stop System, provide Basic Career Services (as defined in Section IV(D) below), and to coordinate services within the local One-Stop System under the WIOA. Sometimes also referred to herein as the "One-Stop Operator"

B. AJCC One-Stop Partner:
An entity that carries out one or more programs or activities described herein, makes those programs or activities available to participants through the local One-Stop System, and participates in the operation of the local One-Stop System consistent with the terms of this MOU and with the requirements of their Authorizing Law (as defined in Section IV(C) below) by which the programs or activities are authorized under the WIOA. Sometimes also referred to herein as "Partner"

C. Authorizing Law:
Refers to each respective Partner's legal authority to engage in the specific programs or activities that the Partner will provide in connection with WIOA authorized programs, activities, or services.

D. Basic Career Services:
Services and resources available to the general public without enrollment into the WIOA program or any Partner's program. These services are overseen by the AJCC One-Stop Operator. These services include but are not limited to the following services, and are provided either by the WDB or by the Partners, as appropriate, applicable and allowable:

1. Determination of eligibility to receive WIOA-enrolled services.

2. Outreach, intake, and orientation to the services available through the One-Stop System.
3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs.
4. Labor exchange services, including the following:
   a. Job search, placement assistance, and career counseling, including information on in-demand industry sectors and occupations as well as nontraditional employment.
   b. Recruitment and other business services on behalf of employers in the local area, such as information and referral to specialized business services not traditionally offered through the local One-Stop System.
5. Referrals to, and coordination of activities with, other programs and services, including programs and services within the local One-Stop System and other workforce development programs.
6. Workforce and labor market employment statistics information, including information relating to local, regional, state, and national labor market areas, including the following:
   a. Job vacancy listings and the job skills necessary to obtain them.
   b. Information on local in-demand occupations and the earnings, skill requirements, and opportunities for advancement that accompany them.
7. Information on performance and program cost of eligible providers of training services, youth workforce development activities, adult education, career and technical education activities at the postsecondary level, career and technical education activities available to school dropouts, and vocational rehabilitation services.
8. Information regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the local One-Stop System.
9. Information on, and referral to, supportive services or assistance, including the following:
   a. Child care, child support, medical or child health assistance under title XIX or XXI of the Social Security Act.
   b. Benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008.
   c. Assistance through the earned income tax credit under section 32 of the Internal Revenue Code of 1986.
   d. Assistance under a state program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act.
   e. Other supportive services and transportation available in the local area.
10. Information and assistance regarding filing claims for unemployment compensation.
11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA.

E. Business Services:

The terms "Business Services" means services and resources available to employers in the local area and are provided by Partners and sub-contracted providers of services, with

oversight by WDB staff, where applicable, appropriate and allowable. These services include, but are not limited to:

1. Labor exchange activities and labor market information;
2. Customized screening and referral of qualified participants in training services to employers;
3. Customized services to employers, employer associations, or other such organizations, on employment-related issues;
4. Customized recruitment events and related services for employers including targeted job fairs;
5. Human resource consultation services, including but not limited to assistance with:
   a. Writing/reviewing job descriptions and employee handbooks;
   b. Developing performance evaluation and personnel policies;
   c. Creating orientation sessions for new workers;
   d. Honing job interview techniques for efficiency and compliance;
   e. Analyzing employee turnover; or
   f. Explaining labor laws to help employers comply with wage/hour and safety/health regulations;
6. Customized labor market information for specific employers, sectors, industries or clusters;
7. Rapid Response and lay-off aversion; and
8. Other similar customized services.

F. Individualized Career Services:

The term Individualized Career Services means services available to persons who meet the eligibility requirements as defined in the WIOA and subsequent regulations. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include the following:
   a. Diagnostic testing and use of other assessment tools.
   b. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
2. Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.
3. Group counseling.
4. Individual counseling.
5. Career planning.

6. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.
7. Internships and work experiences linked to careers.
8. Workforce preparation activities.
9. Financial literacy services.
10. Out-of-area job search assistance and relocation assistance.
11. English language acquisition and integrated education and training programs.

G. AJCC Partner Services:

The term AJCC Partner Services means those services described in Section IX, Description of Services To Be Provided By Partner, of this MOU carried out under the Partner's Authorizing Law.

H. Participant/customer:

The term participant/customer is defined as a person or persons receiving integrated local One-Stop System employment, training, educational services, and/or business services for employers from any AJCC partner.

I. Training Services:

The term Training Services means services available to persons who meet the eligibility requirements as defined in the WIOA, subsequent regulations, and locally-defined prerequisites. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Occupational skills training, including training for nontraditional employment.
2. On-the-job training.
3. Incumbent worker training.
4. Programs that combine workplace training with related instruction, which may include cooperative education programs.
5. Training programs operated by the private sector.
6. Skill upgrading and retraining.
7. Pre-Apprenticeship and Apprenticeship training
8. Entrepreneurial training.
9. Transitional jobs (Work Experience).
10. Job readiness training provided in combination with another training service.
11. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service.
12. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

13. Other similar training services

V. AJCC ONE-STOP PARTNER PARTICIPATION

Partner agrees to participate in a joint planning process which results in the development of the local and regional Strategic Plan submitted to the State in accordance with issued WIOA guidelines (the "Strategic Plan"). Partners agree to engage in planning, plan development, and activities, to result in:

A. Continuous partnership building between all parties to this MOU;

B. Continuous partnership building and planning responsive to State requirements;

C. Continuous partnership between State and local representatives engaged in WIOA activities and related workforce preparation and development;

D. Responsive to specific local and economic conditions, including employer needs;

E. Adherence to strategic planning principles adopted by the WIOA for long range planning, including the requirement for continuous improvement;

F. Adherence to common data collection and reporting, including needs for modification or change;

G. Diligence in developing coordinated local leadership in workforce development through:

H. Responsiveness to participant/customer needs;

I. Maintenance of system infrastructure;

J. Shared technology and information;

K. Performance management to measure the success of the local One-Stop System overall and to enhance performance in a spirit of quality management and continuous improvement.

L. Identification of each Partner's appropriate contribution to meeting the performance standards negotiated between the State of California and WDB.

VI. THE CUSTOMERS TO BE SERVED

The AJCC One-Stop Center will serve:

A. Those Fresno County residents, who are seeking employment, need guidance on how to make career choices, and building basic educational or occupational skills.

1. Priority of Service will be given to those who are (in order of priority):

a. Veterans and eligible spouses who are also recipients of public assistance, other low income individuals, or individuals who are basic skills deficient;

b. Individuals who are recipients of public assistance, other low income individuals,

individuals who are basic skills deficient, or individuals with other barriers to employment;

c. Veterans and eligible spouses who are not included in WIOA's priority groups.

d. Other individuals not included in WIOA's priority groups.

B. Those businesses who are seeking a skilled and stable workforce; need guidance in various business operations or in need of assistance in case of reductions in force.

C. All AJCC One-Stop Center Services and Partner services will be available to all eligible residents no matter their English language proficiency or physical abilities.

VII. AMERICAN'S WITH DISABILITIES ACT COMPLIANCE

Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC and Partner's facilities are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

VIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. Partner agrees that no person shall, because of ethnic group identification, age, sex, gender identification, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving state or federal assistance. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

B. Partner assures compliance with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

IX. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE PARTNER

Partner agrees that they will provide access to all the services described below at the designated AJCC One-Stop and any other satellite location deemed appropriate by the Partner. Partner will participate in the creation of the local One-Stop System which provides for universal access and enables customers to become self-sufficient.

Partner will ensure that services are provided either by (i) assigning staff to the local AJCC One-Stop(s); (ii) using a mutually developed referral process; (iii) training the One-Stop Operator and other Partner staff to deliver information about the services available to eligible individuals; and/or (iv)using technology to provide services to participants/customers, except as noted below.

Partner will ensure that the needs of workers and youth, and individuals with barriers to employment, including but not limited to individuals with disabilities and limited English proficient individuals, are provided necessary and appropriate access to services, including

access to technology and materials, available through the local One-Stop System.

Any Partner funded by Wagner-Peyser is required to be co-located in the Comprehensive America's Job Center One-Stop Center (as defined and identified in Section XI(A) below).

Partner agrees that it will provide One-Stop Partner Core Services to participants/customers and support local One-Stop System activities:

A. Workforce Services Branch will provide

1. Basic Career Services to include initial assessment of skill levels; provision of referrals to and coordination of activities; provision of workforce and labor market employment statistics information; provision of information relating to the availability of supportive services or assistance on-site using staff who are properly trained in Unemployment Insurance (UI) claims, filing, and/or the acceptance of information necessary to file a claim.
2. Individualized Career Services to include short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre-vocational services.
3. Support the following programs and/or services:
    a. California Training Benefits (CTB),
    b. CalJOBS,
    c. Employer Services,
    d. Fidelity Bonding,
    e. H-2A Temporary Agriculture Program,
    f. Jobs for Veterans Services Grant,
    g. Migrant Seasonal Farmworker Services,
    h. Personal Job Search Assistance Workshops,
    i. Rapid Response,
    j. Trade Adjustment Assistance,
    k. Work Opportunity Tax Credits,
    l. Worker Adjustment Retraining Notification (WARN) Act,
    m. Workshops,
    n. Youth Employment Opportunity Program/Youth Services.

B. Labor Market Information Division will provide:

1. Basic Career Services to include Labor Market Information (LMI) for regional economies, local areas, and California and a self-service website accessible to all customers with LMI products and data.
2. Individualized Career Services to include

a. Occupational Guides/Profiles,
b. Wage data,
c. Skills information and skills transference,
d. In-demand occupations,
e. Education and licensing requirements,
f. Crosswalk occupations and education program offerings,
g. Eligible Training Provider List (ETPL) of certified training organizations,
h. Commute pattern data.

C. Unemployment Insurance Branch will provide

1. Unemployment Insurance (UI) claim information upon request, following the Data Consent Authorization Form (DCAF) process,
2. Worker Profiling and Reemployment Services,
3. A direct line to the UI Public Services Program (PSP),
4. AJCC staff with training and support in areas of UI as required,
5. In-person guidance to individuals in filing UI claims utilizing the eApply4UI or UI Online applications or direct customers to the UI PSP direct line system,
6. Assistance to AJCC staff and customers related to California Training Benefits (CTB),
7. Collaborate with Partners and AJCC staff on the Trade Adjustment Assistance (TAA) as it relates specifically to Trade Readjustment Allowance (TRA),
8. Support to the Rapid Response Team as a team member and participate in Rapid Response Roundtable meetings,
9. Provide lay off aversion information to Employers.

X. WDB RESPONSIBILITIES

As authorized under the WIOA, and pursuant to the Joint Powers Agreement, the WDB will establish policies necessary for implementation of the WIOA in the local area and shall:

A. Develop and submit a local plan to the Governor;

B. Collaborate with other Workforce Development Boards to develop a Regional Plan

C. Identify eligible AJCC One-Stop Operators by awarding grants or contracts on a competitive basis;

D. Conduct programmatic and fiscal reviews of the WIOA services provided by sub-contracted program providers of services, training services providers and report to the WDB the results of those reviews.

E. Identify eligible providers of youth activities in the local area by awarding grants or contracts on a competitive basis based on the recommendations of the local youth

council;

F. Identify eligible providers of training services in the local area by awarding grants or contracts on a competitive basis;

G. Identify eligible providers of Individualized Career Services in the local area by awarding grants or contracts on a competitive basis;

H. Provide adequate facilities for the Partners as needed and as funding allows;

I. Develop a local One-Stop System budget for the purpose of carrying out the duties of the WDB;

J. Solicit and accept grants and donations from sources other than federal funds made available under WIOA;

K. Conduct regular program and physical plant assessments for compliance to federal, state and local Equal Opportunity and Americans with Disabilities Act regulations as required by law.

L. Negotiate local performance measures;

M. Coordinate the workforce development activities carried out in the local area with economic development strategies and develop other employer linkages with such activities;

N. Promote participation by private sector employers in the statewide workforce development system and help such employers meet their hiring needs using the system by providing connecting, brokering, and coaching activities to the employers;

O. Make available to the public, on a regular basis through open meetings and/or through publications online, information regarding the activities of the WDB, including information regarding the Strategic Plan prior to submission of the Strategic Plan, membership, the designation and certification of AJCC One-Stop Operator(s), the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of formal meetings of the WDB;

P. Negotiate and enter into an MOU with each AJCC One-Stop Partner which meet the requirements of the WIOA and sets forth their respective responsibilities for making a full range of services available through the local One-Stop System; and shall modify this MOU to add additional Partners as needed for the benefit of the community and system.

XI. LOCATION OF AMERICA'S JOB CENTER ONE-STOP SITES

A. The WDB will establish a minimum of one physical location called the "Comprehensive AJCC" within the workforce development area in which all AJCC One-Stop Partners will provide access to the services provided under the WIOA. The parties agree that the Comprehensive AJCC shall be located at the Manchester Shopping Center, 3302 N. Blackstone Avenue, Fresno, California 93726. This location may be changed by the WDB during the term of this MOU upon thirty (30) days advance notice of such change to the Partners. Each Partner agrees that it will provide access to the services described in this

MOU at such location and any other satellite location deemed appropriate by each Partner, with concurrence of the WDB.

B. The Partner will also be located at the affiliated AJCC site at 2555 S. Elm Street, Fresno, California, 93706

C. If the WDB establishes additional AJCC One-Stop Centers within its local workforce development area, each Partner will determine the extent and manner in which it will participate in such additional centers. However, access to each Partner's services will be made available at all locations, either with on-site staff, via technology, or referral to the nearest office of the Partner.

D. The Partner commits to providing information and access to all AJCC Partner services, as described in this MOU, at each of its service locations.

XII. METHODS OF REFERRAL

A. The WDB, through its designated AJCC One-Stop Operator(s), and the Partners agree to utilize the approved referral processes and forms for common intake and referral among the AJCC One-Stop Partners and providers of services. The WDB and Partners developed a universal referral system and form that is used for all cross-agency referrals, copies of which are attached hereto, and incorporated herein, as Attachment 3

B. The WDB and Partner agree to train and provide technical assistance to the appropriate staff of each of the other participating AJCC One-Stop Partners and sub-contracted providers of services on topics that include but are not limited to eligibility for and scope of allowable services for the partner's programs.

C. Partner agrees to suggest appropriate referrals for its applicants and clients, the availability of additional services from other AJCC partners if they determine the client could benefit from those referral(s).

D. A listing of Partner Services Partner Sites and Locations can be found in Attachments 1 and 2, respectfully referral purposes.

XIII. CONFIDENTIALITY

Partner shall be in strict conformance with all applicable federal, State of California and/or local laws and regulations relating to confidentiality including Welfare and Institutions Code section 10850 and insure that all applications and records concerning participants/customers shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly connected with the administration of the local One-Stop System. The Partner shall inform all of its employees, agents, officers, subcontractors, Board members, or partners of this provision and that any person knowingly and intentionally violating this provision is guilty of a misdemeanor.

A. All participant/customer applications and records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services. Signed information releases will be obtained where appropriate.

B. Partner agrees to share information either agreed upon by them or as interpreted by the Chief Local Elected Official or designee to be necessary for the administration of the local One-Stop System. Partner shall obtain signed releases allowing for the sharing of participant/customer information necessary for provision of services under the WIOA; i.e. assessment; universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.

C. At any time an America's Job Center One-Stop Partner requests confidential information regarding another Partner's participant/customer, the request shall be accompanied by a written Release of Confidential Information signed by the participant/customer.

XIV. GRIEVANCES AND COMPLAINTS

Partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative remedy in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

XV. COST ALLOCATION – Phase I

A. Partner agrees to financially participate in the operating costs related to the common costs of the One-Stop System attributable to the Partner's program(s).

B. Partner commits to work collaboratively with the WDB and other AJCC One-Stop Partners to participate in the implementation of the Resource Sharing Agreement (RSA) process in order to have finalized RSAs by December 31, 2017 for Program Year 2017-2018.

XVI. TERM AND RENEWAL OF MOU

A. The term of this MOU is from July 1, 2016 to June, 30, 2019, unless it is terminated earlier as provided in Section XVIII, below.

B. This MOU is of no force or effect until signed by authorized representatives of the participating America's Job Center One-Stop Partner and the WDB. Once signed thereby, this MOU is effective commencing upon July 1, 2016, and shall supersede in its entirety any MOU entered into previously by and between the participating AJCC One-Stop Partner and the WDB.

C. The MOU, once signed, becomes a part of the local Strategic Plan.

XVII. REVISIONS AND MODIFICATIONS

This MOU may be revised or modified with the approval of both the WDB and of the Partner.

XVIII. TERMINATION

Partner may terminate its participation in this MOU upon thirty (30) days written notice to

the WDB; or The WDB may terminate this MOU upon thirty (30) days written notice of such termination to partner.

XIX. NOTICE

Any notice required or permitted to be given by any party to this MOU shall be deemed given upon personal delivery to the other parties or two (2) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other parties at the following addresses or to such other address as the parties may provide by written notice given in accordance herewith:

Fresno Regional Workforce Development Board Attn: Blake Konczal, Executive Director 2125 Kern Street, Suite 208 Fresno, CA 93721	Partner's address as identified on the signature page below.

XX. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that the Partner and its staff are subject to their existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. The WDB will assure to the extent possible that the One-Stop Operator will work with all Partners in developing and implementing policies and procedures for the One-Stop System, in order to avoid inconsistencies with their respective policies, procedures, regulations and collective bargaining agreements.

XXI. SHARED INFORMATION AND SYSTEM SECURITY

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

A. Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other applicable statutes or requirements.

B. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.

C. System security provisions shall be agreed upon by all partners.

XXII. PUBLIC COMMUNICATIONS AND BRANDING RELATED TO WIOA SERVICES

A. All communications must be approved by the WDB Marketing Manager or Executive Director prior to the communication.

B. Partner agrees to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage.

XXIII. DISPUTE RESOLUTION

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

XXIV. INDEMNIFICATION

Except as otherwise expressly provided in this MOU and to the fullest extent of the law, each party shall indemnify and hold harmless (the "Indemnifying Party") the other parties, including the One-Stop Operator and the WDB, and their respective partners, directors, officers, agents, customers and employees (the "Indemnified Parties") from and against any and all losses, costs, expenses (including reasonable attorneys', experts' and consultants' fees and court costs at all levels of proceedings), damages and/or liabilities which any of the Indemnified Parties may sustain or incur in connection with or arising out of the performance of this MOU or any breach by the Indemnifying Party of its obligations under this MOU, except to the extent the foregoing is caused by the gross negligence or willful misconduct of the Indemnified Parties. The terms of this Section XXIV shall survive the termination of this MOU.

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Signatures:

In WITNESS THEREOF, the parties to this Memorandum of Understanding execute this agreement.

Dated: June 29, 2016 BY _____

Paul Bauer, FRWDB Board Chairperson
Fresno Regional Workforce Development Board
2125 Kern Street, Suite 208
Fresno, CA 93721

Dated: June 16 2016 BY _____

Adriana Khunle, Deputy Division Chief
State of California Employment Development Department,
Workforce Services Branch
800 Capitol Mall
PO Box 826880
Sacramento, CA 94280-0001

Dated: June 16, 2016 BY _____

Sylvia Garibay, Employment Development Administrator
State of California Employment Development Department,
Unemployment Insurance Branch
PO Box 826880-MIC 40
Sacramento, CA 94280-0001

APPROVED BY THE COUNTY OF FRESNO AS TO ITS CAPACITY AS CHIEF LOCAL ELECTED OFFICIAL (CLEO):

By: _____
Ernest Buddy Mendes, Chairman
Board of Supervisors

BERNICE E. SEIDEL, CLERK
Board of Supervisors

By: Susan Bishop, Deputy

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By: _____

Date: 7-25-16

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California.

CITY OF FRESNO,
A California municipal corporation

Dated: 8/26/16

By: _____
Bruce Rudd
City Manager

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy Marco Martinez-Velasquez
8/26/16

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____ 8/26/16
Brandon M. Collet Date
Deputy City Attorney

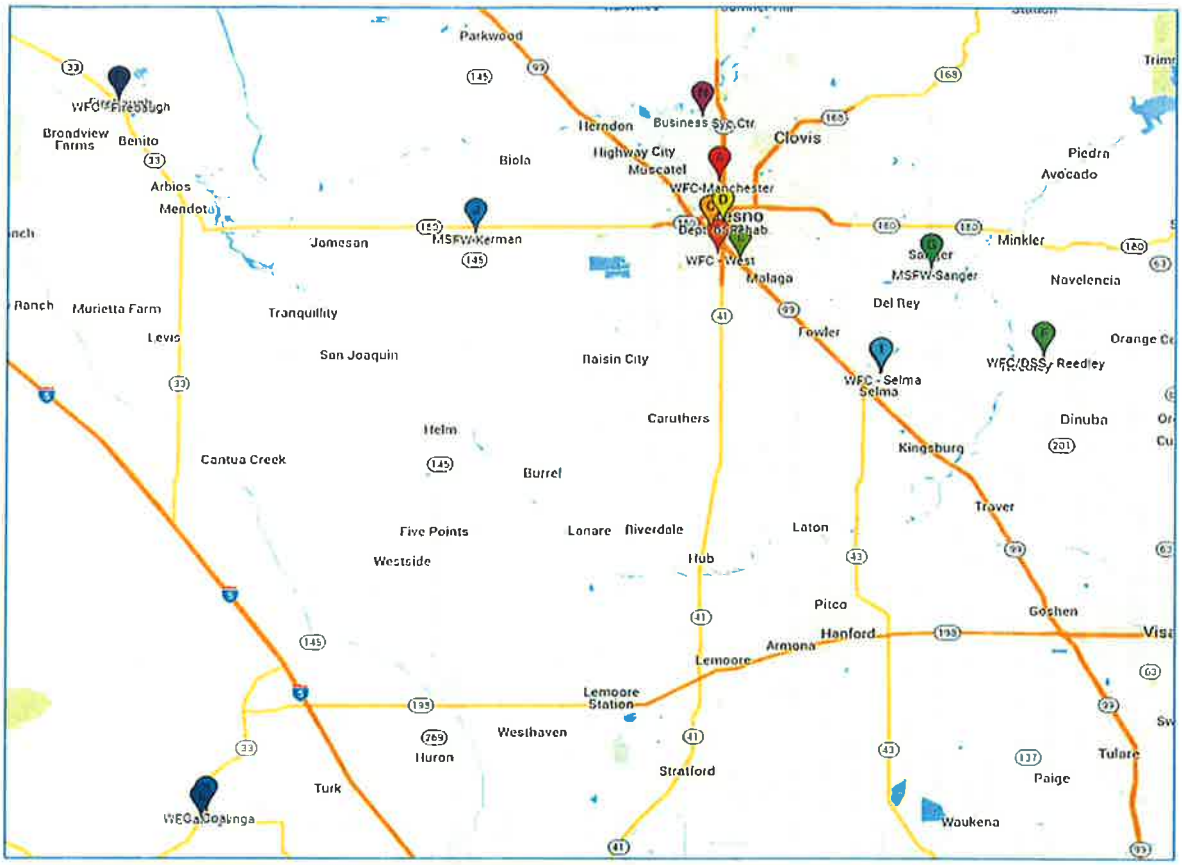
One Stop Partners and Services Provided

Partner	Services Provided
Department of Social Services	Will be co-located at Manchester and Reedley AJCCs. Assistance with reception duties; assistance with Job Fairs and employer services events; participate in scholarship panels; liason between AJCC partners, DSS staff and participants; Welfare-to Work case management; participate on Self Reliance Team; CalWORKs Intake and CalFresh/Medi-Cal services (Reedley only).
Department of Rehabilitation	Disability Awareness training to frontline AJCC staff; Co-location of DOR staff at Manchester AJCC; Training to AJCC staff and core partners on Competitive Integrated Employment.
Employment Development Department	Workforce Services: Will be co-located at Manchester, Fresno West, Reedley AJCCs. California Training Benefits; CalJOBS; Employer Services; Fidelity Bonding services; H-2A Temporary Agriculture Program; Jobs for Veterans services; Migrant Seasonal Farmworker services; personal job search assistance workshops; assist with Rapid Response events; Trade Adjustment Assistance; Work Opportunity Tax Credits; assistance with Worker Adjustment Retraining Notification Act; Youth Employment Opportunity Program/Youth Services. Labor Market Information Division: Labor Market Information in support of Basic Career Services; occupational guides/profiles; wage data; skills information and transference; education and licensing requirements; in-demand occupations listings; crosswalks for occupation and education program offerings; state-wide Eligible Training Provider List; commute pattern data. Unemployment Insurance Branch: UI claim information upon request (per process); worker profiling and re-employment services; UI Public Services Program; In-person guidance to individuals filing for UI claims utilizing on-line tools; Assistance to AJCC staff and customers for California Training Benefits; Collaborate with partners and AJCC staff on TAA process and requirements; participate in local Rapid Response events and roundtable meetings; provide lay-off aversion information to employers.
Fresno Economic Opportunities Commission	Support AJCC staff with referrals to any Community Services Block Grant services and any other service available through EOC, depending on eligibility requirements; depending on need and space availability, the following programs could co-locate in the AJCC: Women, Infants and Children (WIC) and Low-Income Home Energy Assistance (LIHEAP). Will provide CSBB services information via technology in the AJCC and Orientation.
State Center Adult Education Consortium	In the State Center Community College District area (urban Fresno County, east side rural area), provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC; provide counseling services and assistance to WIOA enrolled participants who have expressed interest in attending State Center Community College District training programs that are approved and listed on the state Eligible Training Provider List. All of these services will be provided by the adult schools and community college campuses who make up this consortium.

West Hills Adult Education Consortium	In the West Hills Community College District area (urban Fresno County, west side rural area), Provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC These services will be provided by the adult schools located in Fresno County who are members of this consortium.
Proteus Migrant Seasonal Farm Worker	Will provide outreach and recruitment for the Migrant Seasonal Farm Worker Program; conduct eligibility determination; case management; career counseling; orientation; skills assessment; co-enrollment with other appropriate agencies; provide Youth Farmworker Services; job placement services.
AARP Foundation	Will provide outreach, intake and Orientation services; provide information and referrals to supportive services available to eligible persons; provide group presentations; provide Older Americans workshops, as needed or requested; provide group counseling services; Short-term pre-vocational services; specialized assessments; health screening; organize monthly support group meetings for Older Americans; provide staffing support to the Manchester AJCC resource room and clerical support to co-located partner staff.
Job Corp	Eligibility determination for Job Corp services; initial assessments for Job Corp services; individual and group counseling/mentoring; short term pre-vocational services; internships/work experiences linked to careers; soft skills development; financial literacy workshops; occupational job training related to Job Corp; job readiness workshops/training; GED/HS diploma assistance; information about Job Corp provided in literature and electronically; participate in Self Reliance Team panels.
West Hills Community College District	**TO BE DETERMINED ONCE MOU IS FINALIZED**
Small Business Administration	**TO BE DETERMINED ONCE MOU IS FINALIZED**
Fresno Housing Authority	**TO BE DETERMINED ONCE MOU IS FINALIZED**
California Indian Manpower Consortium	**TO BE DETERMINED ONCE MOU IS FINALIZED**

Attachment 2

Fresno Regional Workforce Development Board & Partner Workforce Services Centers



A. Workforce Connection Manchester
Arthur Moss-559.230.1100
3302 N. Blackstone Ave. Suite 155,
Fresno CA 93726

B. Workforce Connection - West
559-445-6747
2555 S. Elm Ave., Fresno CA 93706

C. Dept. of Social Services – Fresno
559.600.2650
1209 E Street
Fresno, CA 93706

D. Ca. Department of Rehabilitation
559.445.6011
2550 Mariposa Mall, Rm. 2000
Fresno, CA 93721

E. Migrant Seasonal Farm Worker-Fresno
3454 E. Date Ave.
Fresno, CA 93725
559.473.4485

F. Workforce Connection/Dept. of Social Services - Reedley
Cynthia Rye – 559.637.2444
DSS – 559.637.2971
1680 E. Manning Ave. Reedley, CA 93654

G. Migrant Seasonal Farm Worker-Sanger
1849 Academy Ave.
Sanger, CA 93657
559.875.7146

H. Workforce Connection - Selma
Adolofo Recinos-559.891.0135
MSFW-559.891.0135
3706 McCall Ave. Suite 116 Selma, CA 93662

I. Dept. of Social Services – Selma
559.600.5205
3800 McCall Ave.
Selma, CA 93662

J. Migrant Seasonal Farm Worker-Kerman
437 S. Madera Ave.
Kerman, CA 93630
559.473.4489

K. Workforce Connection Coalinga
Robert Pimentel-559.937.2793
300 Cherry Ln. Bldg. A,
Coalinga, CA 93210

L. Dept. of Social Services – Coalinga
559.600.6300
311 Coalinga Plaza
Coalinga, CA 93210

M. Workforce Connection Firebaugh
Robert Pimentel-559-937-2793
1511 9th St.,
Firebaugh, CA 93622

N. Business Service Center
7475 N. Palm Ave., Suite 105
Fresno, CA 93711
559.230.4062

Fresno Regional Workforce Development Board

A proud member of America's Job Center of California[SM] Network

2125 Kern Street, Suite 208 • Fresno, California 93721 • 559.490.7100 • Fax 559.490.7199 •
www.workforce-connection.com

Blake Konczal, Executive Director

OPERATIONAL DIRECTIVE

FRWIB OD # 06-16 **Date Released: July 1, 2016**

To: All Fresno Regional Workforce Development Board AJCC Partners and Service Providers

From: Blake Konczal, Executive Director

Effective Date: July 1, 2016

Subject: America's Job Centers of California (AJCC) Partner Referral Process

Applicable Program: All

Revision History: Initial Release

This Operational Directive (OD) replaces the referral process described in OD 35-05, Partner Co-Enrollment and Referral Process. This OD obsoletes Form REG-102, Universal Referral Checklist and adds updated referral forms.

Partners may be required to use their own Release of Information form, instead of the Universal Release of Information (Form REG-100) when making referrals to other Partners. Those Partners are required to identify the approved form to be used when referring clients from their organization.

Purpose

As mandated by the Workforce Innovation and Opportunity Act (WIOA), each Local Workforce Development Area (LWDA) is required to have a documented process for referrals between partner agencies, as defined by WIOA (mandated partners) and the local Board as AJCC partners (local one-stop partners).

The intent of a referral activity is to ensure that needed services for a client are provided through the most appropriate funding stream in the most efficient manner and are not duplicative. The client should have an experience that is as seamless as possible.

This OD describes, on page 2, the steps to be taken to facilitate a referral between any Partner agency, including any of Fresno County's WIOA-funded programs, and to track the outcome of those referrals.

Each partner is required to identify all departments that provide the services described in their individual Partner Memorandum of Understanding (MOU) with the Fresno Regional Workforce Development Board. Additionally, each partner and sub-contracted provider of service is required to identify a single point of contact (SPOC) for all referrals to their agency and their full contact information (telephone number and email address). The FRWDB Quality Systems Manager will be responsible for maintaining and disseminating this information.

PROCESS

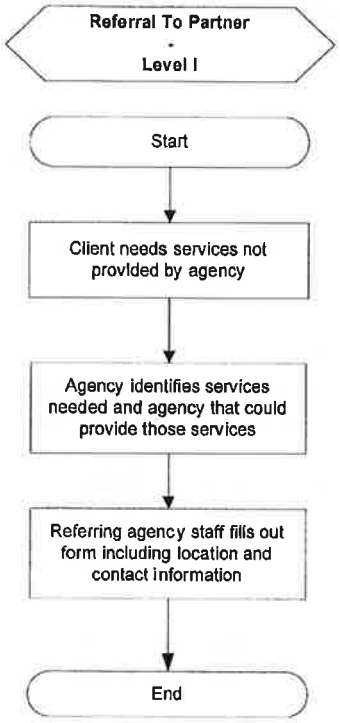
Level I – Referrals to other partners or community services for perceived or stated needs of clients. Use Form REG-108. There will be no follow-up for Level I Referrals. Referrals will be counted and reported, when appropriate.

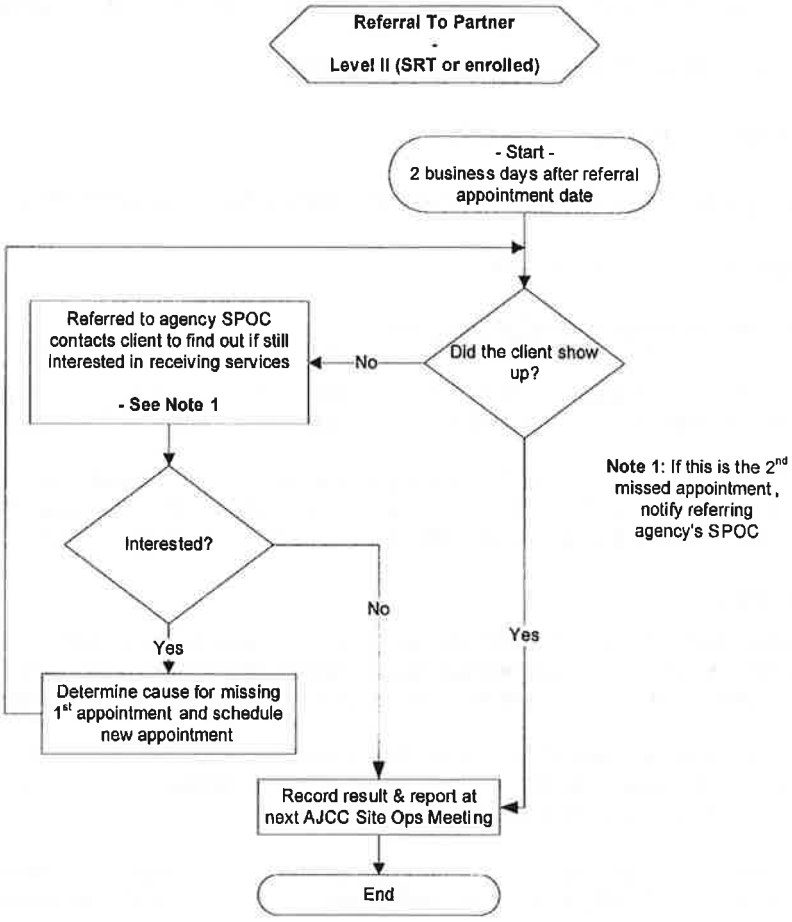
Level II – Direct referral between partners for specific services. Use Form # REG-109. Referring partner will fill out the form, contact the referred to agency single point of contact (SPOC) and make appointment for client if

appropriate. Referral to be scanned to referred agency and copy given to client. Review the referral with the client. Referring Partner will file the original referral form.

If any questions, please contact the FRWDB Program Manager.

Forms: REG-100 – Universal Release of Information (Partners may require the use of their own Release of Information form in order to release client specific information).
REG-101 – Agency Summary of Services Checklist
REG-104 – Interest Checklist
REG-108 – AJCC Partner Referral – Level I
REG-109 – AJCC Partner Referral – Level II





Universal Voluntary Consent to Exchange Information

Name of Client: _____ **WIOA Application #:** _____

Purpose. The Fresno Regional Workforce Development Board ("FRWDB") needs your permission to share personal information about you with certain organizations in order to best serve you.

Voluntary. **Your consent is voluntary.** If you do not consent, you will still receive Workforce Innovation and Opportunity Act ("WIOA") services; however, these services will be limited because, among other things, FRWDB will not be able to refer your case to another agency, co-enroll you in additional services, contact an employer to review your performance, or discuss your case with a school or training provider.

Scope of Information. This Consent covers all information that is personal to you, including, but not limited to, academic status and performance, employment status, skill assessment information, as well as services provided by other private or government agencies. This Consent does not authorize the exchange of any health (mental or physical) information.

Use of Information. By signing this Consent, you allow FRWDB to collect, use, and exchange your personal information with participating partners, employers, contractors, vocational training providers, public and private education institutions, and other entities with which FRWDB interacts or contracts on your behalf. FRWDB will use this information only to support and document your activities and outcomes, to post exit information, and to assess, plan, and facilitate the delivery of services for your benefit. FRWDB may share or receive this information either verbally, in writing, or by computer data transfer.

Release. By signing this Consent, you agree to release FRWDB, the City and County of Fresno, and all of their directors, officers, boards, employees, volunteers, agents, participating partners, and contractors from and against any liability and claims related to an unauthorized or accidental release of your personal information.

Expiration. This Consent automatically expires 15 months after you exit from your WIOA program. You may also revoke your consent earlier at any time by sending written notice to FRWDB's Quality Manager at the following address: 2125 Kern Street, Suite 208, Fresno, California 93721.

Signatures. This Consent is only valid if signed in the presence of an authorized member of your service provider's staff. A properly completed and signed photocopy of this Consent is as valid as the original. By signing, you acknowledge that you have received a copy of this Consent.

Minors. If a client is under 18, this Consent is only valid if signed by the client's parent or legal guardian. If you are signing on behalf of a minor child, an authorized staff member of your child's service provider will verify your parent or guardian status prior to accepting your signature.

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client Authorized Staff

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client's Parent/Legal Guardian Relationship to Client _____

This Consent was translated to _____ by _____ Dated: _____
Language Translator

Agency Summary of Services Provided
Non-Medical or Psychiatric

Date: _____

Referring Agency: _____

Participant Name: _____

Our agency is providing the services identified below, as of the date indicated above, to the named client.

Note to Agency: Please place an "X" in the first column if the service listed is being provided by your agency. Please provide comments, if applicable, in the third column.

X	Type of Service	Comments
	Assessment (Comprehensive)	
	Assessment (Initial)	
	Assessment (Skill Level)	
	Basic Labor Exchange	
	CalFresh	
	CalLearn	
	CalWorks	
	Child Care	
	Classroom Training	
	Community Service	
	Follow-up Services	
	General Relief	
	Homeless Assistance	
	Housing	
	Job Search/Job Placement	
	Medi-Cal	
	Occupational Skills Training	
	On The Job Training	
	Refugee Assistance	
	Transportation	
	Veteran Outreach	
	Vocational Rehabilitation	
	Welfare to Work	
	Work Experience	
	Workshops (specialized) Describe:	
	Other:	
	Other:	
	Other:	

Workforce Connection – Interest Worksheet

Name: _____ **Date:** _____ **Badge #** _____

Please check the following services you are interested in:

Job Search Assistance

☐ Former Military Service ☐ Disabilities Assistance ☐ Central Valley Professionals ☐ Farm Workers

☐ Ticket to Success ☐ Migrant Seasonal Farm Worker ☐ Senior Employment Assistance

☐ WIOA Services – CASAS Reading & Math Appraisal + Self Reliance Team (SRT) Interview

Youth Services

☐ Youth, ages 14-24

Workshops

☐ First Things First ☐ Career Pillar Interview Mentor

Career Development

☐ Health ☐ Manufacturing

☐ Government ☐ Infrastructure

Housing Assistance

☐ Rental Assistance/Section 8 ☐ Home Ownership Programs

☐ Homeless Assistance ☐ Emergency Shelter

Temporary Public Assistance

☐ CalWORKS Cash Assistance to Families with Children ☐ General Relief ☐ Food Stamps ☐ Medical Services

Educational Opportunities

☐ GED ☐ Community College ☐ Adult Basic Education ☐ English as a Second Language ☐ High School Diploma

Other _____

_____

_____

_____

_____

_____

Please present this worksheet to your friendly Customer Service Specialist at the reception desk for further information & direction.

Fresno County America's Job Center of California
Level I Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

To:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services
(list name of agency and department or location)

Agency Name	Location	Phone #	Contact

Referral Reason:

Fresno County America's Job Center of California
Level II Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers		Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban		☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:		☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:		
AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
☐ EDD, Dept:		

To:

WIOA Career Services Providers		Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban		☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:		☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:		
AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services
(list name of agency and department or location)

Agency Name	Location	Phone #	Contact

Referral Reason:

Signed Release of information on file Y ☐ N ☐	Employment Plan: Y ☐ N ☐ Being Developed ☐ N/A ☐
Assessment Completed: Y ☐ N ☐ List assessment type:	Results:
Orientation: Y ☐ N ☐	

Appointment Time:	Date:	Appointment with:	Phone#:
		Address:	

I understand this referral is being made to better assist me in my employment goals.

Client Signature_____ Date: _____

Outcome:

MEMORANDUM OF UNDERSTANDING
Between
Fresno Regional Workforce Development Board
And
Fresno Economic Opportunities Commission

In accordance with the Workforce Innovation and Opportunities Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereafter referred to as "WIOA"), the Fresno Regional Workforce Development Board (hereinafter referred to as the "WDB") shall develop a local plan, and enter into a Memorandum of Understanding ("MOU") with local America's Job Center One-Stop Partners (as defined in Section IV(B) below) regarding the operation of the local America's Job Center One-Stop System of service delivery (the "local One-Stop System") and the performance of the functions described in Section 121(e)(1) of the WIOA. MOUs must be executed between the WDB and the America's Job Center One-Stop Partners, with the agreement of the Chief Local Elected Official. The Chief Local Elected Official in the WDB's Local Workforce Development Area (collectively, the City and County of Fresno) has delegated to the WDB the ability to execute this MOU pursuant to that certain Joint Exercise of Powers Agreement dated May 19, 2009, as amended (the "Joint Powers Agreement").

I. VISION, MISSION AND GOAL OF THE FRESNO COUNTY AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) ONE-STOP SYSTEM

A. Vision
To fully engage all available public and private resources to ensure the Fresno Regional Workforce Development system as the premier source for the human capital needs of growth industry clusters within Fresno County. By integrating education and workforce preparation to assist the best companies in Fresno County to remain and thrive in our local community, to achieve sustainable economic growth. To concurrently assist our unemployed and underemployed residents to achieve a higher quality of life by access to such careers in growth industry sectors.

B. Mission
The Fresno Regional Workforce Development system, a Joint Powers Authority between the City and County of Fresno, in partnership with both the public and private sectors, exists primarily to assist local businesses in meeting their human capital needs. In this, we both (1) screen and train prospective new employees and (2) assist in upskilling existing employees. By offering such quality referral and training services, directly linked to local industry needs, we are of greatest benefit to our unemployed and underemployed clients.

II. PURPOSE OF MEMORANDUM OF UNDERSTANDING

A. To define, establish, and reinforce relationships between the WDB and the designated AJCC One-Stop Partners;

B. To define the roles and responsibilities of these entities in the performance of their combined goal of establishing a workforce development system through the local One-Stop System that is:

1. Integrated (offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills and

affording universal access to the system overall);

2. Comprehensive (offering to participant/customer a large array of useful information with wide and easy access to needed services);

3. Participant/customer-focused (providing the means for judging the quality of services and making informed choices); and

4. Performance-based (based on clear outcomes to be achieved, mutually negotiated outcomes and methods for measurements, and the means for measuring and attaining participant/customer satisfaction); and

C. To describe how cost of services and the operating cost of the local One-Stop System will be funded.

III. STATEMENT OF ISSUE

As a partner under the WIOA, Fresno Economic Opportunities Commission (Fresno EOC), hereinafter referred to as the "Partner", enters into an MOU with the WDB regarding the manner in which the Partner will participate and provide access to their services through the local One-Stop System.

IV. DEFINITIONS

The following definitions apply to this MOU:

A. AJCC One-Stop Operator:
The WDB sub-contracted entity or entities designated to operate the local One-Stop System, provide Basic Career Services (as defined in Section IV(D) below), and to coordinate services within the local One-Stop System under the WIOA. Sometimes also referred to herein as the "One-Stop Operator"

B. AJCC One-Stop Partner:
An entity that carries out one or more programs or activities described herein, makes those programs or activities available to participants through the local One-Stop System, and participates in the operation of the local One-Stop System consistent with the terms of this MOU and with the requirements of their Authorizing Law (as defined in Section IV(C) below) by which the programs or activities are authorized under the WIOA. Sometimes also referred to herein as "Partner"

C. Authorizing Law:
Refers to each respective Partner's legal authority to engage in the specific programs or activities that the Partner will provide in connection with WIOA authorized programs, activities, or services.

D. Basic Career Services:
Services and resources available to the general public without enrollment into the WIOA program or any Partner's program. These services are overseen by the AJCC One-Stop Operator. These services include but are not limited to the following services, and are provided either by the WDB or by the Partners, as appropriate, applicable and allowable:

1. Determination of eligibility to receive WIOA-enrolled services.

2. Outreach, intake, and orientation to the services available through the One-Stop System.
3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs.
4. Labor exchange services, including the following:
   a. Job search, placement assistance, and career counseling, including information on in-demand industry sectors and occupations as well as nontraditional employment.
   b. Recruitment and other business services on behalf of employers in the local area, such as information and referral to specialized business services not traditionally offered through the local One-Stop System.
5. Referrals to, and coordination of activities with, other programs and services, including programs and services within the local One-Stop System and other workforce development programs.
6. Workforce and labor market employment statistics information, including information relating to local, regional, and national labor market areas, including the following:
   a. Job vacancy listings and the job skills necessary to obtain them.
   b. Information on local in-demand occupations and the earnings, skill requirements, and opportunities for advancement that accompany them.
7. Information on performance and program cost of eligible providers of training services, youth workforce development activities, adult education, career and technical education activities at the postsecondary level, career and technical education activities available to school dropouts, and vocational rehabilitation services.
8. Information regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the local One-Stop System.
9. Information on, and referral to, supportive services or assistance, including the following:
   a. Child care, child support, medical or child health assistance under title XIX or XXI of the Social Security Act.
   b. Benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008.
   c. Assistance through the earned income tax credit under section 32 of the Internal Revenue Code of 1986.
   d. Assistance under a state program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act.
   e. Other supportive services and transportation available in the local area.
10. Information and assistance regarding filing claims for unemployment compensation.
11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA.

E. Business Services:

The terms "Business Services" means services and resources available to employers in the local area and are provided by Partners and sub-contracted providers of services, with

oversight by WDB staff, where applicable, appropriate and allowable. These services include, but are not limited to:

1. Labor exchange activities and labor market information;
2. Customized screening and referral of qualified participants in training services to employers;
3. Customized services to employers, employer associations, or other such organizations, on employment-related issues;
4. Customized recruitment events and related services for employers including targeted job fairs;
5. Human resource consultation services, including but not limited to assistance with:
   a. Writing/reviewing job descriptions and employee handbooks;
   b. Developing performance evaluation and personnel policies;
   c. Creating orientation sessions for new workers;
   d. Honing job interview techniques for efficiency and compliance;
   e. Analyzing employee turnover; or
   f. Explaining labor laws to help employers comply with wage/hour and safety/health regulations;
6. Customized labor market information for specific employers, sectors, industries or clusters;
7. Rapid Response and lay-off aversion; and
8. Other similar customized services.

F. Individualized Career Services:

The term Individualized Career Services means services available to persons who meet the eligibility requirements as defined in the WIOA and subsequent regulations. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include the following:
   a. Diagnostic testing and use of other assessment tools.
   b. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
2. Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.
3. Group counseling.
4. Individual counseling.
5. Career planning.

6. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.
7. Internships and work experiences linked to careers.
8. Workforce preparation activities.
9. Financial literacy services.
10. Out-of-area job search assistance and relocation assistance.
11. English language acquisition and integrated education and training programs.

G. AJCC Partner Services:

The term AJCC Partner Services means those services described in Section IX, Description of Services To Be Provided By Partner, of this MOU carried out under the Partner's Authorizing Law.

H. Participant/customer:

The term participant/customer is defined as a person or persons receiving integrated local One-Stop System employment, training, educational services, and/or business services for employers from any AJCC partner.

I. Training Services:

The term Training Services means services available to persons who meet the eligibility requirements as defined in the WIOA, subsequent regulations, and locally-defined prerequisites. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Occupational skills training, including training for nontraditional employment.
2. On-the-job training.
3. Incumbent worker training.
4. Programs that combine workplace training with related instruction, which may include cooperative education programs.
5. Training programs operated by the private sector.
6. Skill upgrading and retraining.
7. Pre-Apprenticeship and Apprenticeship training
8. Entrepreneurial training.
9. Transitional jobs (Work Experience).
10. Job readiness training provided in combination with another training service.
11. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service.
12. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

13. Other similar training services

V. AJCC ONE-STOP PARTNER PARTICIPATION

Partner agrees to participate in a joint planning process which results in the development of the local and regional Strategic Plan submitted to the State in accordance with issued WIOA guidelines (the "Strategic Plan"). Partners agree to engage in planning, plan development, and activities, to result in:

A. Continuous partnership building between all parties to this MOU;

B. Continuous partnership building and planning responsive to State requirements;

C. Continuous partnership between State and local representatives engaged in WIOA activities and related workforce preparation and development;

D. Responsive to specific local and economic conditions, including employer needs;

E. Adherence to strategic planning principles adopted by the WIOA for long range planning, including the requirement for continuous improvement;

F. Adherence to common data collection and reporting, including needs for modification or change;

G. Diligence in developing coordinated local leadership in workforce development through:

H. Responsiveness to participant/customer needs;

I. Maintenance of system infrastructure;

J. Shared technology and information;

K. Performance management to measure the success of the local One-Stop System overall and to enhance performance in a spirit of quality management and continuous improvement.

L. Identification of each Partner's appropriate contribution to meeting the performance standards negotiated between the State of California and WDB.

VI. THE CUSTOMERS TO BE SERVED

The AJCC One-Stop Center will serve:

A. Those Fresno County residents, who are seeking employment, need guidance on how to make career choices, and building basic educational or occupational skills.

1. Priority of Service will be given to those who are (in order of priority):

a. Veterans and eligible spouses who are also recipients of public assistance, other low income individuals, or individuals who are basic skills deficient;

b. Individuals who are recipients of public assistance, other low income individuals,

individuals who are basic skills deficient or individuals with other barriers to employment.

c. Veterans and eligible spouses who are not included in WIOA's priority groups.

d. Other individuals not included in WIOA's priority groups.

B. Those businesses who are seeking a skilled and stable workforce; need guidance in various business operations or in need of assistance in case of reductions in force.

C. All AJCC One-Stop Center Services and Partner services will be available to all eligible residents no matter their English language proficiency or physical abilities.

VII. AMERICAN'S WITH DISABILITIES ACT COMPLIANCE

Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC and Partner's facilities are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

VIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. Partner agrees that no person shall, because of ethnic group identification, age, sex, gender identification, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving state or federal assistance. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

B. Partner assures compliance with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

IX. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE PARTNER

Partner agrees that they will provide access to all the services described below at the designated AJCC One-Stop and any other satellite location deemed appropriate by the Partner. Partner will participate in the creation of the local One-Stop System which provides for universal access and enables customers to become self-sufficient.

Partner will ensure that services are provided either by (i) assigning staff to the local AJCC One-Stop(s); (ii) using a mutually developed referral process; (iii) training the One-Stop Operator and other Partner staff to deliver information about the services available to eligible individuals; and/or (iv)using technology to provide services to participants/customers, except as noted below.

Partner will ensure that the needs of workers and youth, and individuals with barriers to employment, including but not limited to individuals with disabilities and limited English proficient individuals, are provided necessary and appropriate access to services, including

access to technology and materials, available through the local One-Stop System.

Any Partner funded by Wagner-Peyser is required to be co-located in the Comprehensive America's Job Center One-Stop Center (as defined and identified in Section XI(A) below).

Partner agrees that it will provide One-Stop Partner Core Services to participants/customers and support local One-Stop System activities:

A. All Community Services Block Grant and other services including Youth Build services available through the Partner will be made available, as appropriate, to AJCC clients via the referral process.

1. A referral will not mean that the clients are entitled to those services.
2. Client may be required to meet certain eligibly requirements.

B. Partner will collaborate with AJCC One-Stop Operators and WDB staff on the possible co-location in the AJCC, of the following programs:

1. Women, Infants and Children (WIC)
2. Low-Income Home Energy Assistance Program (LIHEAP)

C. Will provide CSBG services information via technology in the AJCC and Orientation.

X. WDB RESPONSIBILITIES

As authorized under the WIOA, and pursuant to the Joint Powers Agreement, the WDB will establish policies necessary for implementation of the WIOA in the local area and shall:

A. Develop and submit a local plan to the Governor;

B. Collaborate with other Workforce Development Boards to develop a Regional Plan

C. Identify eligible AJCC One-Stop Operators by awarding grants or contracts on a competitive basis;

D. Conduct programmatic and fiscal reviews of the WIOA services provided by sub-contracted program providers of services, training services providers and report to the WDB the results of those reviews.

E. Identify eligible providers of youth activities in the local area by awarding grants or contracts on a competitive basis based on the recommendations of the local youth council;

F. Identify eligible providers of training services in the local area by awarding grants or contracts on a competitive basis;

G. Identify eligible providers of Individualized Career Services in the local area by awarding grants or contracts on a competitive basis;

H. Provide adequate facilities for the Partners as needed and as funding allows;

I. Develop a local One-Stop System budget for the purpose of carrying out the duties of the WDB;

J. Solicit and accept grants and donations from sources other than federal funds made available under WIOA;

K. Conduct regular program and physical plant assessments for compliance to federal, state and local Equal Opportunity and Americans with Disabilities Act regulations as required by law.

L. Negotiate local performance measures;

M. Coordinate the workforce development activities carried out in the local area with economic development strategies and develop other employer linkages with such activities;

N. Promote participation by private sector employers in the statewide workforce development system and help such employers meet their hiring needs using the system by providing connecting, brokering, and coaching activities to the employers;

O. Make available to the public, on a regular basis through open meetings and/or through publications online, information regarding the activities of the WDB, including information regarding the Strategic Plan prior to submission of the Strategic Plan, membership, the designation and certification of AJCC One-Stop Operator(s), the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of formal meetings of the WDB;

P. Negotiate and enter into an MOU with each AJCC One-Stop Partner which meet the requirements of the WIOA and sets forth their respective responsibilities for making a full range of services available through the local One-Stop System; and shall modify this MOU to add additional Partners as needed for the benefit of the community and system.

XI. LOCATION OF AMERICA'S JOB CENTER ONE-STOP SITES

A. The WDB will establish a minimum of one physical location called the "Comprehensive AJCC" within the workforce development area in which all AJCC One-Stop Partners will provide access to the services provided under the WIOA. The parties agree that the Comprehensive AJCC shall be located at the Manchester Shopping Center, 3302 N. Blackstone Avenue, Fresno, California 93726. This location may be changed by the WDB during the term of this MOU upon thirty (30) days advance notice of such change to the Partners. Each Partner agrees that it will provide access to the services described in this MOU at such location and any other satellite location deemed appropriate by each Partner, with concurrence of the WDB.

B. If the WDB establishes additional AJCC One-Stop Centers within its local workforce development area, each Partner will determine the extent and manner in which it will participate in such additional centers. However, access to each Partner's services will be made available at all locations, either with on-site staff, via technology, or referral to the nearest office of the Partner.

C. The Partner commits to providing information and access to all AJCC Partner services, as described in this MOU, at each of its service locations.

XII. METHODS OF REFERRAL

A. The WDB, through its designated AJCC One-Stop Operator(s), and the Partners agree to utilize the approved referral processes and forms for common intake and referral among the AJCC One-Stop Partners and providers of services. The WDB and Partners developed a universal referral system and form that is used for all cross-agency referrals, copies of which are attached hereto, and incorporated herein, as Attachment 3

B. The WDB and Partner agree to train and provide technical assistance to the appropriate staff of each of the other participating AJCC One-Stop Partners and sub-contracted providers of services on topics that include but are not limited to eligibility for and scope of allowable services for the partner's programs.

C. Partner agrees to suggest appropriate referrals for its applicants and clients, the availability of additional services from other AJCC partners if they determine the client could benefit from those referral(s).

D. A listing of Partner Services Partner Sites and Locations can be found in Attachments 1 and 2, respectfully referral purposes.

XIII. CONFIDENTIALITY

Partner shall be in strict conformance with all applicable federal, State of California and/or local laws and regulations relating to confidentiality including Welfare and Institutions Code section 10850 and insure that all applications and records concerning participants/customers shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly connected with the administration of the local One-Stop System. The Partner shall inform all of its employees, agents, officers, subcontractors, Board members, or partners of this provision and that any person knowingly and intentionally violating this provision is guilty of a misdemeanor.

A. All participant/customer applications and records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services. Signed information releases will be obtained where appropriate.

B. Partner agrees to share information either agreed upon by them or as interpreted by the Chief Local Elected Official or designee to be necessary for the administration of the local One-Stop System. Partner shall obtain signed releases allowing for the sharing of participant/customer information necessary for provision of services under the WIOA; i.e. assessment; universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.

C. At any time an America's Job Center One-Stop Partner requests confidential information regarding another Partner's participant/customer, the request shall be accompanied by a written Release of Confidential Information signed by the participant/customer.

XIV. GRIEVANCES AND COMPLAINTS

Partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative remedy in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

XV. COST ALLOCATION – Phase I

A. Partner agrees to financially participate in the operating costs related to the common costs of the One-Stop System attributable to the Partner's program(s).

B. Partner commits to work collaboratively with the WDB and other AJCC One-Stop Partners to participate in the implementation of the Resource Sharing Agreement (RSA) process in order to have finalized RSAs by December 31, 2017 for Program Year 2017-2018.

XVI. TERM AND RENEWAL OF MOU

A. The term of this MOU is from July 1, 2016 to June, 30, 2019, unless it is terminated earlier as provided in Section XVIII, below.

B. This MOU is of no force or effect until signed by authorized representatives of the participating America's Job Center One-Stop Partner and the WDB. Once signed thereby, this MOU is effective commencing upon July 1, 2016, and shall supersede in its entirety any MOU entered into previously by and between the participating AJCC One-Stop Partner and the WDB.

C. The MOU, once signed, becomes a part of the local Strategic Plan.

XVII. REVISIONS AND MODIFICATIONS

This MOU may be revised or modified with the approval of both the WDB and of the Partner.

XVIII. TERMINATION

Partner may terminate its participation in this MOU upon thirty (30) days written notice to the WDB; or The WDB may terminate this MOU upon thirty (30) days written notice of such termination to partner.

XIX. NOTICE

Any notice required or permitted to be given by any party to this MOU shall be deemed given upon personal delivery to the other parties or two (2) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other parties at the following addresses or to such other address as the parties may provide by written notice given in accordance herewith:

Fresno Regional Workforce Development Board Attn: Blake Konczal, Executive Director	Partner's address as identified on the signature page below.

2125 Kern Street, Suite 208
Fresno, CA 93721

XX. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that the Partner and its staff are subject to their existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. The WDB will assure to the extent possible that the One-Stop Operator will work with all Partners in developing and implementing policies and procedures for the One-Stop System, in order to avoid inconsistencies with their respective policies, procedures, regulations and collective bargaining agreements.

XXI. SHARED INFORMATION AND SYSTEM SECURITY

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

A. Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other applicable statutes or requirements.

B. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.

C. System security provisions shall be agreed upon by all partners.

XXII. PUBLIC COMMUNICATIONS AND BRANDING RELATED TO WIOA SERVICES

A. All communications must be approved by the WDB Marketing Manager or Executive Director prior to the communication.

B. Partner agrees to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage.

XXIII. DISPUTE RESOLUTION

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

XXIV. INDEMNIFICATION

Except as otherwise expressly provided in this MOU and to the fullest extent of the law, each party shall indemnify and hold harmless (the "Indemnifying Party") the other parties, including the One-Stop Operator and the WDB, and their respective partners, directors, officers, agents, customers and employees (the "Indemnified Parties") from and against any and all losses, costs, expenses (including reasonable attorneys', experts' and consultants' fees and court costs at all levels of proceedings), damages and/or liabilities which any of the Indemnified Parties may sustain or incur in connection with or arising out of the performance of this MOU or any breach by the Indemnifying Party of its obligations under this MOU, except to the extent the foregoing is caused by the gross negligence or willful misconduct of the Indemnified Parties. The terms of this Section XXV shall survive the termination of this MOU.

Signatures:

In WITNESS THEREOF, the parties to this Memorandum of Understanding execute this agreement.

Dated: June 28, 2016

BY _____
Paul Bauer, FRWDB Board Chairperson
Fresno Regional Workforce Development Board
2125 Kern Street, Suite 208
Fresno, CA 93721

Dated: 6-16 2016

BY _____
Brian Angus, Chief Executive Officer
Fresno Economic Opportunities Commission
1920 Mariposa Mall, Suite 300
Fresno, CA 93721

APPROVED BY THE COUNTY OF FRESNO AS TO ITS CAPACITY AS CHIEF LOCAL ELECTED OFFICIAL (CLEO):

By: _____
Ernest Buddy Mendes, Chairman
Board of Supervisors

BERNICE E. SEIDEL, CLERK
Board of Supervisors

By: Susan Bishop, Deputy

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By: _____

Date: 7-25-16

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California.

CITY OF FRESNO,
A California municipal corporation

Dated: 8/26/16

By: _____
Bruce Rudd
City Manager

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy Marco Martinez-Velasquez
8/26/16

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____ 8/26/16
Brandon M. Collet Date
Deputy City Attorney

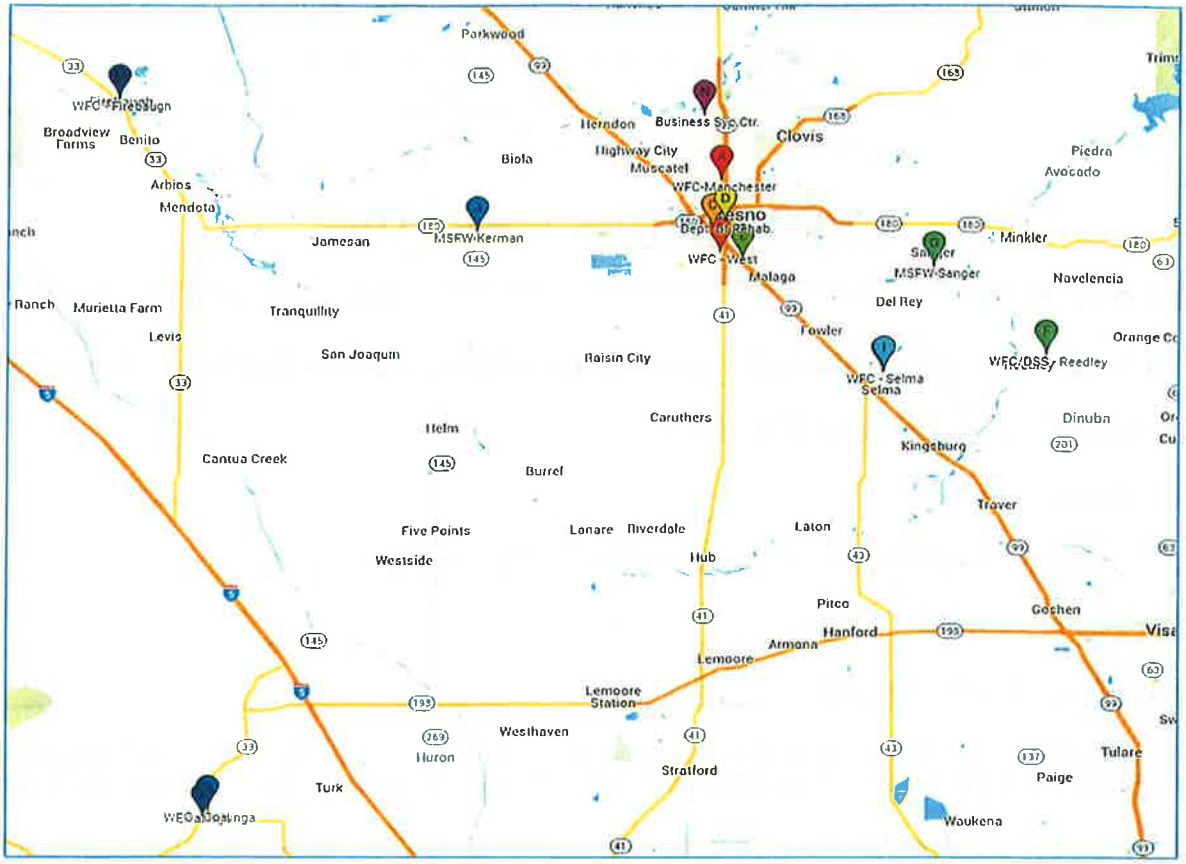
One Stop Partners and Services Provided

Partner	Services Provided
Department of Social Services	Will be co-located at Manchester and Reedley AJCCs. Assistance with reception duties; assistance with Job Fairs and employer services events; participate in scholarship panels; liason between AJCC partners, DSS staff and participants; Welfare-to Work case management; participate on Self Reliance Team; CalWORKs Intake and CalFresh/Medi-Cal services (Reedley only).
Department of Rehabilitation	Disability Awareness training to frontline AJCC staff; Co-location of DOR staff at Manchester AJCC; Training to AJCC staff and core partners on Competitive Integrated Employment.
Employment Development Department	Workforce Services: Will be co-located at Manchester, Fresno West, Reedley AJCCs. California Training Benefits; CalJOBS; Employer Services; Fidelity Bonding services; H-2A Temporary Agriculture Program; Jobs for Veterans services; Migrant Seasonal Farmworker services; personal job search assistance workshops; assist with Rapid Response events; Trade Adjustment Assistance; Work Opportunity Tax Credits; assistance with Worker Adjustment Retraining Notification Act; Youth Employment Opportunity Program/Youth Services. Labor Market Information Division: Labor Market Information in support of Basic Career Services; occupational guides/profiles; wage data; skills information and transference; education and licensing requirements; in-demand occupations listings; crosswalks for occupation and education program offerings; state-wide Eligible Training Provider List; commute pattern data. Unemployment Insurance Branch: UI claim information upon request (per process); worker profiling and re-employment services; UI Public Services Program; In-person guidance to individuals filing for UI claims utilizing on-line tools; Assistance to AJCC staff and customers for California Training Benefits; Collaborate with partners and AJCC staff on TAA process and requirements; participate in local Rapid Response events and roundtable meetings; provide lay-off aversion information to employers.
Fresno Economic Opportunities Commission	Support AJCC staff with referrals to any Community Services Block Grant services and any other service available through EOC, depending on eligibility requirements; depending on need and space availability, the following programs could co-locate in the AJCC: Women, Infants and Children (WIC) and Low-Income Home Energy Assistance (LIHEAP). Will provide CSBB services information via technology in the AJCC and Orientation.
State Center Adult Education Consortium	In the State Center Community College District area (urban Fresno County, east side rural area), provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC; provide counseling services and assistance to WIOA enrolled participants who have expressed interest in attending State Center Community College District training programs that are approved and listed on the state Eligible Training Provider List. All of these services will be provided by the adult schools and community college campuses who make up this consortium.

West Hills Adult Education Consortium	In the West Hills Community College District area (urban Fresno County, west side rural area), Provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC These services will be provided by the adult schools located in Fresno County who are members of this consortium.
Proteus Migrant Seasonal Farm Worker	Will provide outreach and recruitment for the Migrant Seasonal Farm Worker Program; conduct eligibility determination; case management; career counseling; orientation; skills assessment; co-enrollment with other appropriate agencies; provide Youth Farmworker Services; job placement services.
AARP Foundation	Will provide outreach, intake and Orientation services; provide information and referrals to supportive services available to eligible persons; provide group presentations; provide Older Americans workshops, as needed or requested; provide group counseling services; Short-term pre-vocational services; specialized assessments; health screening; organize monthly support group meetings for Older Americans; provide staffing support to the Manchester AJCC resource room and clerical support to co-located partner staff.
Job Corp	Eligibility determination for Job Corp services; initial assessments for Job Corp services; individual and group counseling/mentoring; short term pre-vocational services; internships/work experiences linked to careers; soft skills development; financial literacy workshops; occupational job training related to Job Corp; job readiness workshops/training; GED/HS diploma assistance; information about Job Corp provided in literature and electronically; participate in Self Reliance Team panels.
West Hills Community College District	**TO BE DETERMINED ONCE MOU IS FINALIZED**
Small Business Administration	**TO BE DETERMINED ONCE MOU IS FINALIZED**
Fresno Housing Authority	**TO BE DETERMINED ONCE MOU IS FINALIZED**
California Indian Manpower Consortium	**TO BE DETERMINED ONCE MOU IS FINALIZED**

Attachment 2

Fresno Regional Workforce Development Board & Partner Workforce Services Centers



A. Workforce Connection Manchester
Arthur Moss-559.230.1100
3302 N. Blackstone Ave. Suite 155,
Fresno CA 93726

B. Workforce Connection - West
559-445-6747
2555 S. Elm Ave., Fresno CA 93706

C. Dept. of Social Services – Fresno
559.600.2650
1209 E Street
Fresno, CA 93706

D. Ca. Department of Rehabilitation
559.445.6011
2550 Mariposa Mall, Rm. 2000
Fresno, CA 93721

E. Migrant Seasonal Farm Worker-Fresno
3454 E. Date Ave.
Fresno, CA 93725
559.473.4485

F. Workforce Connection/Dept. of Social Services - Reedley
Cynthia Rye – 559.637.2444
DSS – 559.637.2971
1680 E. Manning Ave. Reedley, CA 93654

G. Migrant Seasonal Farm Worker-Sanger
1849 Academy Ave.
Sanger, CA 93657
559.875.7146

H. Workforce Connection - Selma
Adolofo Recinos-559.891.0135
MSFW-559.891.0135
3706 McCall Ave. Suite 116 Selma, CA 93662

I. Dept. of Social Services – Selma
559.600.5205
3800 McCall Ave.
Selma, CA 93662

J. Migrant Seasonal Farm Worker-Kerman
437 S. Madera Ave.
Kerman, CA 93630
559.473.4489

K. Workforce Connection Coalinga
Robert Pimentel-559.937.2793
300 Cherry Ln. Bldg. A,
Coalinga, CA 93210

L. Dept. of Social Services – Coalinga
559.600.6300
311 Coalinga Plaza
Coalinga, CA 93210

M. Workforce Connection Firebaugh
Robert Pimentel-559-937-2793
1511 9th St.,
Firebaugh, CA 93622

N. Business Service Center
7475 N. Palm Ave., Suite 105
Fresno, CA 93711
559.230.4062

Fresno Regional Workforce Development Board

A proud member of America's Job Center of California[SM] Network

2125 Kern Street, Suite 208 • Fresno, California 93721 • 559.490.7100 • Fax 559.490.7199 •
www.workforce-connection.com

Blake Konczal, Executive Director

OPERATIONAL DIRECTIVE

FRWIB OD # 06-16 **Date Released: July 1, 2016**

To: All Fresno Regional Workforce Development Board AJCC Partners and Service Providers

From: Blake Konczal, Executive Director

Effective Date: July 1, 2016

Subject: America's Job Centers of California (AJCC) Partner Referral Process

Applicable Program: All

Revision History: Initial Release

This Operational Directive (OD) replaces the referral process described in OD 35-05, Partner Co-Enrollment and Referral Process. This OD obsoletes Form REG-102, Universal Referral Checklist and adds updated referral forms.

Partners may be required to use their own Release of Information form, instead of the Universal Release of Information (Form REG-100) when making referrals to other Partners. Those Partners are required to identify the approved form to be used when referring clients from their organization.

Purpose

As mandated by the Workforce Innovation and Opportunity Act (WIOA), each Local Workforce Development Area (LWDA) is required to have a documented process for referrals between partner agencies, as defined by WIOA (mandated partners) and the local Board as AJCC partners (local one-stop partners).

The intent of a referral activity is to ensure that needed services for a client are provided through the most appropriate funding stream in the most efficient manner and are not duplicative. The client should have an experience that is as seamless as possible.

This OD describes, on page 2, the steps to be taken to facilitate a referral between any Partner agency, including any of Fresno County's WIOA-funded programs, and to track the outcome of those referrals.

Each partner is required to identify all departments that provide the services described in their individual Partner Memorandum of Understanding (MOU) with the Fresno Regional Workforce Development Board. Additionally, each partner and sub-contracted provider of service is required to identify a single point of contact (SPOC) for all referrals to their agency and their full contact information (telephone number and email address). The FRWDB Quality Systems Manager will be responsible for maintaining and disseminating this information.

PROCESS

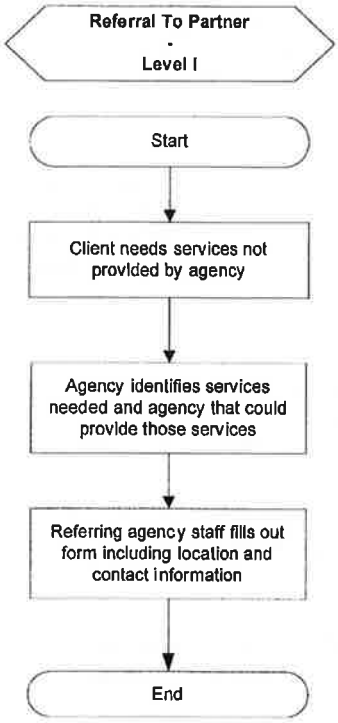
Level I – Referrals to other partners or community services for perceived or stated needs of clients. Use Form REG-108. There will be no follow-up for Level I Referrals. Referrals will be counted and reported, when appropriate.

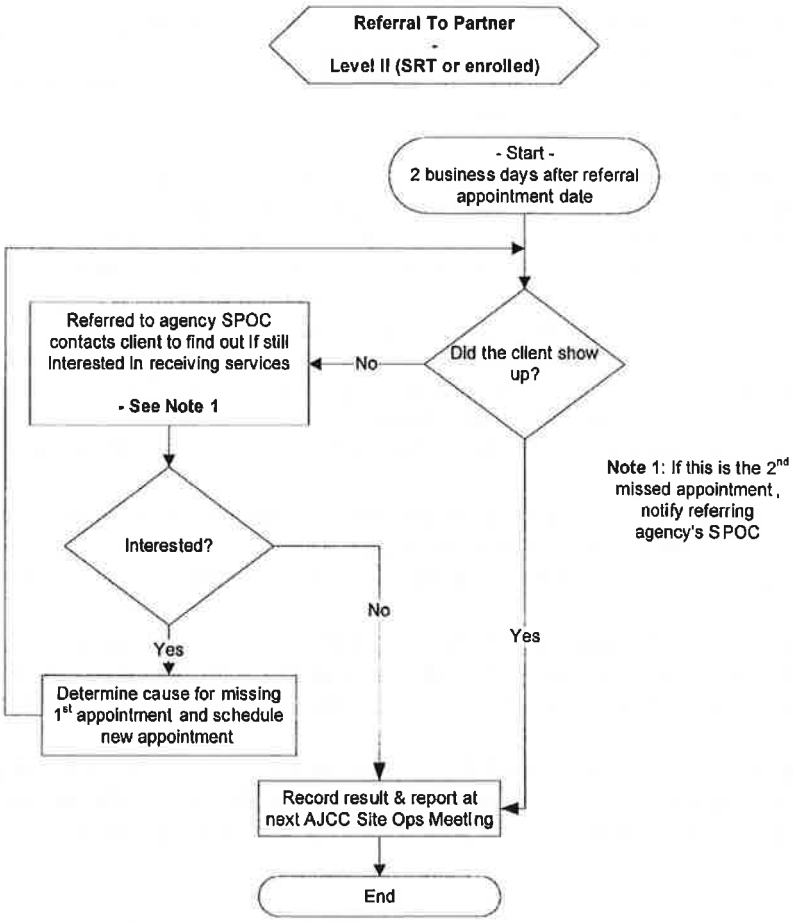
Level II – Direct referral between partners for specific services. Use Form # REG-109. Referring partner will fill out the form, contact the referred to agency single point of contact (SPOC) and make appointment for client if

appropriate. Referral to be scanned to referred agency and copy given to client. Review the referral with the client. Referring Partner will file the original referral form.

If any questions, please contact the FRWDB Program Manager.

Forms: REG-100 – Universal Release of Information (Partners may require the use of their own Release of Information form in order to release client specific information).
REG-101 – Agency Summary of Services Checklist
REG-104 – Interest Checklist
REG-108 – AJCC Partner Referral – Level I
REG-109 – AJCC Partner Referral – Level II





Universal Voluntary Consent to Exchange Information

Name of Client: _____ **WIOA Application #:** _____

Purpose. The Fresno Regional Workforce Development Board ("FRWDB") needs your permission to share personal information about you with certain organizations in order to best serve you.

Voluntary. **Your consent is voluntary.** If you do not consent, you will still receive Workforce Innovation and Opportunity Act ("WIOA") services; however, these services will be limited because, among other things, FRWDB will not be able to refer your case to another agency, co-enroll you in additional services, contact an employer to review your performance, or discuss your case with a school or training provider.

Scope of Information. This Consent covers all information that is personal to you, including, but not limited to, academic status and performance, employment status, skill assessment information, as well as services provided by other private or government agencies. This Consent does not authorize the exchange of any health (mental or physical) information.

Use of Information. By signing this Consent, you allow FRWDB to collect, use, and exchange your personal information with participating partners, employers, contractors, vocational training providers, public and private education institutions, and other entities with which FRWDB interacts or contracts on your behalf. FRWDB will use this information only to support and document your activities and outcomes, to post exit information, and to assess, plan, and facilitate the delivery of services for your benefit. FRWDB may share or receive this information either verbally, in writing, or by computer data transfer.

Release. By signing this Consent, you agree to release FRWDB, the City and County of Fresno, and all of their directors, officers, boards, employees, volunteers, agents, participating partners, and contractors from and against any liability and claims related to an unauthorized or accidental release of your personal information.

Expiration. This Consent automatically expires 15 months after you exit from your WIOA program. You may also revoke your consent earlier at any time by sending written notice to FRWDB's Quality Manager at the following address: 2125 Kern Street, Suite 208, Fresno, California 93721.

Signatures. This Consent is only valid if signed in the presence of an authorized member of your service provider's staff. A properly completed and signed photocopy of this Consent is as valid as the original. By signing, you acknowledge that you have received a copy of this Consent.

Minors. If a client is under 18, this Consent is only valid if signed by the client's parent or legal guardian. If you are signing on behalf of a minor child, an authorized staff member of your child's service provider will verify your parent or guardian status prior to accepting your signature.

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client Authorized Staff

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client's Parent/Legal Guardian Relationship to Client _____

This Consent was translated to _____ by _____ Dated: _____
Language Translator

Agency Summary of Services Provided
Non-Medical or Psychiatric

Date: _____

Referring Agency: _____

Participant Name: _____

Our agency is providing the services identified below, as of the date indicated above, to the named client.

Note to Agency: Please place an "X" in the first column if the service listed is being provided by your agency. Please provide comments, if applicable, in the third column.

X	Type of Service	Comments
	Assessment (Comprehensive)	
	Assessment (Initial)	
	Assessment (Skill Level)	
	Basic Labor Exchange	
	CalFresh	
	CalLearn	
	CalWorks	
	Child Care	
	Classroom Training	
	Community Service	
	Follow-up Services	
	General Relief	
	Homeless Assistance	
	Housing	
	Job Search/Job Placement	
	Medi-Cal	
	Occupational Skills Training	
	On The Job Training	
	Refugee Assistance	
	Transportation	
	Veteran Outreach	
	Vocational Rehabilitation	
	Welfare to Work	
	Work Experience	
	Workshops (specialized) Describe:	
	Other:	
	Other:	
	Other:	

Workforce Connection – Interest Worksheet

Name: _____ **Date:** _____ **Badge #** _____

Please check the following services you are interested in:

Job Search Assistance

☐ Former Military Service ☐ Disabilities Assistance ☐ Central Valley Professionals ☐ Farm Workers

☐ Ticket to Success ☐ Migrant Seasonal Farm Worker ☐ Senior Employment Assistance

☐ WIOA Services – CASAS Reading & Math Appraisal + Self Reliance Team (SRT) Interview

Youth Services

☐ Youth, ages 14-24

Workshops

☐ First Things First ☐ Career Pillar Interview Mentor

Career Development

☐ Health ☐ Manufacturing

☐ Government ☐ Infrastructure

Housing Assistance

☐ Rental Assistance/Section 8 ☐ Home Ownership Programs

☐ Homeless Assistance ☐ Emergency Shelter

Temporary Public Assistance

☐ CalWORKS Cash Assistance to Families with Children ☐ General Relief ☐ Food Stamps ☐ Medical Services

Educational Opportunities

☐ GED ☐ Community College ☐ Adult Basic Education ☐ English as a Second Language ☐ High School Diploma

Other _____

_____

_____

_____

_____

_____

Please present this worksheet to your friendly Customer Service Specialist at the reception desk for further information & direction.

Fresno County America's Job Center of California
Level I Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

To:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services
(list name of agency and department or location)

Agency Name	Location	Phone #	Contact

Referral Reason:

Fresno County America's Job Center of California
Level II Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
☐ EDD, Dept:		

To:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services
(list name of agency and department or location)

Agency Name	Location	Phone #	Contact

Referral Reason:

Signed Release of information on file Y ☐ N ☐	Employment Plan: Y ☐ N ☐ Being Developed ☐ N/A ☐
Assessment Completed: Y ☐ N ☐ List assessment type:	Results:
Orientation: Y ☐ N ☐	

Appointment Time:	Date:	Appointment with:	Phone#:
		Address:	

I understand this referral is being made to better assist me in my employment goals.

Client Signature_____ Date: _____

Outcome:

MEMORANDUM OF UNDERSTANDING
Between
Fresno Regional Workforce Development Board
And
Job Corps

In accordance with the Workforce Innovation and Opportunities Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereafter referred to as "WIOA"), the Fresno Regional Workforce Development Board (hereinafter referred to as the "WDB") shall develop a local plan, and enter into a Memorandum of Understanding ("MOU") with local America's Job Center One-Stop Partners (as defined in Section IV(B) below) regarding the operation of the local America's Job Center One-Stop System of service delivery (the "local One-Stop System") and the performance of the functions described in Section 121(e)(1) of the WIOA. MOUs must be executed between the WDB and the America's Job Center One-Stop Partners, with the agreement of the Chief Local Elected Official. The Chief Local Elected Official in the WDB's Local Workforce Development Area (collectively, the City and County of Fresno) has delegated to the WDB the ability to execute this MOU pursuant to that certain Joint Exercise of Powers Agreement dated May 19, 2009, as amended (the "Joint Powers Agreement").

I. VISION, MISSION AND GOAL OF THE FRESNO COUNTY AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) ONE-STOP SYSTEM

A. Vision
To fully engage all available public and private resources to ensure the Fresno Regional Workforce Development system as the premier source for the human capital needs of growth industry clusters within Fresno County. By integrating education and workforce preparation to assist the best companies in Fresno County to remain and thrive in our local community, to achieve sustainable economic growth. To concurrently assist our unemployed and underemployed residents to achieve a higher quality of life by access to such careers in growth industry sectors.

B. Mission
The Fresno Regional Workforce Development system, a Joint Powers Authority between the City and County of Fresno, in partnership with both the public and private sectors, exists primarily to assist local businesses in meeting their human capital needs. In this, we both (1) screen and train prospective new employees and (2) assist in upskilling existing employees. By offering such quality referral and training services, directly linked to local industry needs, we are of greatest benefit to our unemployed and underemployed clients.

II. PURPOSE OF MEMORANDUM OF UNDERSTANDING

A. To define, establish, and reinforce relationships between the WDB and the designated AJCC One-Stop Partners;

B. To define the roles and responsibilities of these entities in the performance of their combined goal of establishing a workforce development system through the local One-Stop System that is:

1. Integrated (offering as many employment, training, and education services as possible

for employers and individuals seeking jobs or wishing to enhance their skills and affording universal access to the system overall);

2. Comprehensive (offering to participant/customer a large array of useful information with wide and easy access to needed services);

3. Participant/customer-focused (providing the means for judging the quality of services and making informed choices); and

4. Performance-based (based on clear outcomes to be achieved, mutually negotiated outcomes and methods for measurements, and the means for measuring and attaining participant/customer satisfaction); and

C. To describe how cost of services and the operating cost of the local One-Stop System will be funded.

III. STATEMENT OF ISSUE

As a partner under the WIOA, Job Corps, hereinafter referred to as the "Partner", enters into an MOU with the WDB regarding the manner in which the Partner will participate and provide access to their services through the local One-Stop System.

IV. DEFINITIONS

The following definitions apply to this MOU:

A. AJCC One-Stop Operator:
The WDB sub-contracted entity or entities designated to operate the local One-Stop System, provide Basic Career Services (as defined in Section IV(D) below), and to coordinate services within the local One-Stop System under the WIOA. Sometimes also referred to herein as the "One-Stop Operator"

B. AJCC One-Stop Partner:
An entity that carries out one or more programs or activities described herein, makes those programs or activities available to participants through the local One-Stop System, and participates in the operation of the local One-Stop System consistent with the terms of this MOU and with the requirements of their Authorizing Law (as defined in Section IV(C) below) by which the programs or activities are authorized under the WIOA. Sometimes also referred to herein as "Partner"

C. Authorizing Law:
Refers to each respective Partner's legal authority to engage in the specific programs or activities that the Partner will provide in connection with WIOA authorized programs, activities, or services.

D. Basic Career Services:
Services and resources available to the general public without enrollment into the WIOA program or any Partner's program. These services are overseen by the AJCC One-Stop Operator. These services include but are not limited to the following services, and are provided either by the WDB or by the Partners, as appropriate, applicable and allowable:

1. Determination of eligibility to receive WIOA-enrolled services.

2. Outreach, intake, and orientation to the services available through the One-Stop System.
3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs.
4. Labor exchange services, including the following:
   a. Job search, placement assistance, and career counseling, including information on in-demand industry sectors and occupations as well as nontraditional employment.
   b. Recruitment and other business services on behalf of employers in the local area, such as information and referral to specialized business services not traditionally offered through the local One-Stop System.
5. Referrals to, and coordination of activities with, other programs and services, including programs and services within the local One-Stop System and other workforce development programs.
6. Workforce and labor market employment statistics information, including information relating to local, regional, state, and national labor market areas, including the following:
   a. Job vacancy listings and the job skills necessary to obtain them.
   b. Information on local in-demand occupations and the earnings, skill requirements, and opportunities for advancement that accompany them.
7. Information on performance and program cost of eligible providers of training services, youth workforce development activities, adult education, career and technical education activities at the postsecondary level, career and technical education activities available to school dropouts, and vocational rehabilitation services.
8. Information regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the local One-Stop System.
9. Information on, and referral to, supportive services or assistance, including the following:
   a. Child care, child support, medical or child health assistance under title XIX or XXI of the Social Security Act.
   b. Benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008.
   c. Assistance through the earned income tax credit under section 32 of the Internal Revenue Code of 1986.
   d. Assistance under a state program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act.
   e. Other supportive services and transportation available in the local area.
10. Information and assistance regarding filing claims for unemployment compensation.
11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA.

E. Business Services:

The terms "Business Services" means services and resources available to employers in the local area and are provided by Partners and sub-contracted providers of services, with

oversight by WDB staff, where applicable, appropriate and allowable. These services include, but are not limited to:

1. Labor exchange activities and labor market information;
2. Customized screening and referral of qualified participants in training services to employers;
3. Customized services to employers, employer associations, or other such organizations, on employment-related issues;
4. Customized recruitment events and related services for employers including targeted job fairs;
5. Human resource consultation services, including but not limited to assistance with:
   a. Writing/reviewing job descriptions and employee handbooks;
   b. Developing performance evaluation and personnel policies;
   c. Creating orientation sessions for new workers;
   d. Honing job interview techniques for efficiency and compliance;
   e. Analyzing employee turnover; or
   f. Explaining labor laws to help employers comply with wage/hour and safety/health regulations;
6. Customized labor market information for specific employers, sectors, industries or clusters;
7. Rapid Response and lay-off aversion; and
8. Other similar customized services.

F. Individualized Career Services:

The term Individualized Career Services means services available to persons who meet the eligibility requirements as defined in the WIOA and subsequent regulations. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include the following:
   a. Diagnostic testing and use of other assessment tools.
   b. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
2. Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.
3. Group counseling.
4. Individual counseling.
5. Career planning.

6. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.
7. Internships and work experiences linked to careers.
8. Workforce preparation activities.
9. Financial literacy services.
10. Out-of-area job search assistance and relocation assistance.
11. English language acquisition and integrated education and training programs.

G. AJCC Partner Services:

The term AJCC Partner Services means those services described in Section IX, Description of Services To Be Provided By Partner, of this MOU carried out under the Partner's Authorizing Law.

H. Participant/customer:

The term participant/customer is defined as a person or persons receiving integrated local One-Stop System employment, training, educational services, and/or business services for employers from any AJCC partner.

I. Training Services:

The term Training Services means services available to persons who meet the eligibility requirements as defined in the WIOA, subsequent regulations, and locally-defined prerequisites. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Occupational skills training, including training for nontraditional employment.
2. On-the-job training.
3. Incumbent worker training.
4. Programs that combine workplace training with related instruction, which may include cooperative education programs.
5. Training programs operated by the private sector.
6. Skill upgrading and retraining.
7. Pre-Apprenticeship and Apprenticeship training
8. Entrepreneurial training.
9. Transitional jobs (Work Experience).
10. Job readiness training provided in combination with another training service.
11. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service.
12. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

13. Other similar training services

V. AJCC ONE-STOP PARTNER PARTICIPATION

Partner agrees to participate in a joint planning process which results in the development of the local and regional Strategic Plan submitted to the State in accordance with issued WIOA guidelines (the "Strategic Plan"). Partners agree to engage in planning, plan development, and activities, to result in:

A. Continuous partnership building between all parties to this MOU;

B. Continuous partnership building and planning responsive to State requirements;

C. Continuous partnership between State and local representatives engaged in WIOA activities and related workforce preparation and development;

D. Responsive to specific local and economic conditions, including employer needs;

E. Adherence to strategic planning principles adopted by the WIOA for long range planning, including the requirement for continuous improvement;

F. Adherence to common data collection and reporting, including needs for modification or change;

G. Diligence in developing coordinated local leadership in workforce development through:

H. Responsiveness to participant/customer needs;

I. Maintenance of system infrastructure;

J. Shared technology and information;

K. Performance management to measure the success of the local One-Stop System overall and to enhance performance in a spirit of quality management and continuous improvement.

L. Identification of each Partner's appropriate contribution to meeting the performance standards negotiated between the State of California and WDB.

VI. THE CUSTOMERS TO BE SERVED

The AJCC One-Stop Center will serve:

A. Those Fresno County residents, who are seeking employment, need guidance on how to make career choices, and building basic educational or occupational skills.

1. Priority of Service will be given to those who are (in order of priority):

a. Veterans and eligible spouses who are also recipients of public assistance, other low income individuals, or individuals who are basic skills deficient;

b. Individuals who are recipients of public assistance, other low income individuals,

individuals who are basic skills deficient, or individuals with other barriers to employment.

c. Veterans and eligible spouses who are not included in WIOA's priority groups.

d. Other individuals not included in WIOA's priority groups.

B. Those businesses who are seeking a skilled and stable workforce; need guidance in various business operations or in need of assistance in case of reductions in force.

C. All AJCC One-Stop Center Services and Partner services will be available to all eligible residents no matter their English language proficiency or physical abilities.

VII. AMERICAN'S WITH DISABILITIES ACT COMPLIANCE

Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC and Partner's facilities are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

VIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. Partner agrees that no person shall, because of ethnic group identification, age, sex, gender identification, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving state or federal assistance. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

B. Partner assures compliance with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

IX. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE PARTNER

Partner agrees that they will provide access to all the services described below at the designated AJCC One-Stop and any other satellite location deemed appropriate by the Partner. Partner will participate in the creation of the local One-Stop System which provides for universal access and enables customers to become self-sufficient.

Partner will ensure that services are provided either by (i) assigning staff to the local AJCC One-Stop(s); (ii) using a mutually developed referral process; (iii) training the One-Stop Operator and other Partner staff to deliver information about the services available to eligible individuals; and/or (iv)using technology to provide services to participants/customers, except as noted below.

Partner will ensure that the needs of workers and youth, and individuals with barriers to employment, including but not limited to individuals with disabilities and limited English proficient individuals, are provided necessary and appropriate access to services, including

access to technology and materials, available through the local One-Stop System.

Any Partner funded by Wagner-Peyser is required to be co-located in the Comprehensive America's Job Center One-Stop Center (as defined and identified in Section XI(A) below).

Partner agrees that it will provide One-Stop Partner Core Services to participants/customers and support local One-Stop System activities:

A. Basic Career Services
   1. Eligibility determination for Job Corps,
   2. Initial assessments for Job Corps,

B. Individualized Career Services
   1. Individual and Group counseling/mentoring,
   2. Career planning,
   3. Short term pre-vocational services,
   4. Internships/work experiences linked to careers,
   5. Soft Skills development,
   6. Financial literacy.

A. Training
   1. Occupational Skills Training related to Job Corps,
   2. Programs that combine classroom and hands on training,
   3. Job Readiness training.
   4. GED/HS diploma assistance

B. Other
   1. Job Corps printed and electronic information in Resource Room,
   2. Assist in the AJCC Resource Room,
   3. Participate with Self Reliance Team.

X. WDB RESPONSIBILITIES

As authorized under the WIOA, and pursuant to the Joint Powers Agreement, the WDB will establish policies necessary for implementation of the WIOA in the local area and shall:

C. Develop and submit a local plan to the Governor;

D. Collaborate with other Workforce Development Boards to develop a Regional Plan

E. Identify eligible AJCC One-Stop Operators by awarding grants or contracts on a competitive basis;

F. Conduct programmatic and fiscal reviews of the WIOA services provided by sub-contracted program providers of services, training services providers and report to the WDB the results of those reviews.

G. Identify eligible providers of youth activities in the local area by awarding grants or contracts on a competitive basis based on the recommendations of the local youth council;

H. Identify eligible providers of training services in the local area by awarding grants or contracts on a competitive basis;

I. Identify eligible providers of Individualized Career Services in the local area by awarding grants or contracts on a competitive basis;

J. Provide adequate facilities for the Partners as needed and as funding allows;

K. Develop a local One-Stop System budget for the purpose of carrying out the duties of the WDB;

L. Solicit and accept grants and donations from sources other than federal funds made available under WIOA;

M. Conduct regular program and physical plant assessments for compliance to federal, state and local Equal Opportunity and Americans with Disabilities Act regulations as required by law.

N. Negotiate local performance measures;

O. Coordinate the workforce development activities carried out in the local area with economic development strategies and develop other employer linkages with such activities;

P. Promote participation by private sector employers in the statewide workforce development system and help such employers meet their hiring needs using the system by providing connecting, brokering, and coaching activities to the employers;

Q. Make available to the public, on a regular basis through open meetings and/or through publications online, information regarding the activities of the WDB, including information regarding the Strategic Plan prior to submission of the Strategic Plan, membership, the designation and certification of AJCC One-Stop Operator(s), the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of formal meetings of the WDB;

R. Negotiate and enter into an MOU with each AJCC One-Stop Partner which meet the requirements of the WIOA and sets forth their respective responsibilities for making a full range of services available through the local One-Stop System; and shall modify this MOU to add additional Partners as needed for the benefit of the community and system.

XI. LOCATION OF AMERICA'S JOB CENTER ONE-STOP SITES

A. The WDB will establish a minimum of one physical location called the "Comprehensive AJCC" within the workforce development area in which all AJCC One-Stop Partners will provide access to the services provided under the WIOA. The parties agree that the Comprehensive AJCC shall be located at the Manchester Shopping Center, 3302 N. Blackstone Avenue, Fresno, California 93726. This location may be changed by the WDB during the term of this MOU upon thirty (30) days advance notice of such change to the Partners. Each Partner agrees that it will provide access to the services described in this

MOU at such location and any other satellite location deemed appropriate by each Partner, with concurrence of the WDB.

B. If the WDB establishes additional AJCC One-Stop Centers within its local workforce development area, each Partner will determine the extent and manner in which it will participate in such additional centers. However, access to each Partner's services will be made available at all locations, either with on-site staff, via technology, or referral to the nearest office of the Partner.

C. The Partner commits to providing information and access to all AJCC Partner services, as described in this MOU, at each of its service locations.

XII. METHODS OF REFERRAL

A. The WDB, through its designated AJCC One-Stop Operator(s), and the Partners agree to utilize the approved referral processes and forms for common intake and referral among the AJCC One-Stop Partners and providers of services. The WDB and Partners developed a universal referral system and form that is used for all cross-agency referrals, copies of which are attached hereto, and incorporated herein, as Attachment 3

B. The WDB and Partner agree to train and provide technical assistance to the appropriate staff of each of the other participating AJCC One-Stop Partners and sub-contracted providers of services on topics that include but are not limited to eligibility for and scope of allowable services for the partner's programs.

C. Partner agrees to suggest appropriate referrals for its applicants and clients, the availability of additional services from other AJCC partners if they determine the client could benefit from those referral(s).

D. A listing of Partner Services Partner Sites and Locations can be found in Attachments 1 and 2, respectfully referral purposes.

XIII. CONFIDENTIALITY

Partner shall be in strict conformance with all applicable federal, State of California and/or local laws and regulations relating to confidentiality including Welfare and Institutions Code section 10850 and insure that all applications and records concerning participants/customers shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly connected with the administration of the local One-Stop System. The Partner shall inform all of its employees, agents, officers, subcontractors, Board members, or partners of this provision and that any person knowingly and intentionally violating this provision is guilty of a misdemeanor.

A. All participant/customer applications and records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services. Signed information releases will be obtained where appropriate.

B. Partner agrees to share information either agreed upon by them or as interpreted by the Chief Local Elected Official or designee to be necessary for the administration of the local

One-Stop System. Partner shall obtain signed releases allowing for the sharing of participant/customer information necessary for provision of services under the WIOA; i.e. assessment; universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.

C. At any time an America's Job Center One-Stop Partner requests confidential information regarding another Partner's participant/customer, the request shall be accompanied by a written Release of Confidential Information signed by the participant/customer.

XIV. GRIEVANCES AND COMPLAINTS

Partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative remedy in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

XV. COST ALLOCATION – Phase I

A. Partner agrees to financially participate in the operating costs related to the common costs of the One-Stop System attributable to the Partner's program(s).

B. Partner commits to work collaboratively with the WDB and other AJCC One-Stop Partners to participate in the implementation of the Resource Sharing Agreement (RSA) process in order to have finalized RSAs by December 31, 2017 for Program Year 2017-2018.

XVI. TERM AND RENEWAL OF MOU

A. The term of this MOU is from July 1, 2016 to June, 30, 2019, unless it is terminated earlier as provided in Section XVIII, below.

B. This MOU is of no force or effect until signed by authorized representatives of the participating America's Job Center One-Stop Partner and the WDB. Once signed thereby, this MOU is effective commencing upon July 1, 2016, and shall supersede in its entirety any MOU entered into previously by and between the participating AJCC One-Stop Partner and the WDB.

C. The MOU, once signed, becomes a part of the local Strategic Plan.

XVII. REVISIONS AND MODIFICATIONS

This MOU may be revised or modified with the approval of both the WDB and of the Partner.

XVIII. TERMINATION

Partner may terminate its participation in this MOU upon thirty (30) days written notice to the WDB; or The WDB may terminate this MOU upon thirty (30) days written notice of such termination to partner.

XIX. NOTICE

Any notice required or permitted to be given by any party to this MOU shall be deemed given upon personal delivery to the other parties or two (2) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other parties at the following addresses or to such other address as the parties may provide by written notice given in accordance herewith:

Fresno Regional Workforce Development Board Attn: Blake Konczal, Executive Director 2125 Kern Street, Suite 208 Fresno, CA 93721	Partner's address as identified on the signature page below.

XX. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that the Partner and its staff are subject to their existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. The WDB will assure to the extent possible that the One-Stop Operator will work with all Partners in developing and implementing policies and procedures for the One-Stop System, in order to avoid inconsistencies with their respective policies, procedures, regulations and collective bargaining agreements.

XXI. SHARED INFORMATION AND SYSTEM SECURITY

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

A. Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other applicable statutes or requirements.

B. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.

C. System security provisions shall be agreed upon by all partners.

XXII. PUBLIC COMMUNICATIONS AND BRANDING RELATED TO WIOA SERVICES

A. All communications must be approved by the WDB Marketing Manager or Executive Director prior to the communication.

B. Partner agrees to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage.

XXIII. DISPUTE RESOLUTION

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

XXIV. INDEMNIFICATION

Except as otherwise expressly provided in this MOU and to the fullest extent of the law, each party shall indemnify and hold harmless (the "Indemnifying Party") the other parties, including the One-Stop Operator and the WDB, and their respective partners, directors, officers, agents, customers and employees (the "Indemnified Parties") from and against any and all losses, costs, expenses (including reasonable attorneys', experts' and consultants' fees and court costs at all levels of proceedings), damages and/or liabilities which any of the Indemnified Parties may sustain or incur in connection with or arising out of the performance of this MOU or any breach by the Indemnifying Party of its obligations under this MOU, except to the extent the foregoing is caused by the gross negligence or willful misconduct of the Indemnified Parties. The terms of this Section XXIV shall survive the termination of this MOU.

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Signatures:

In WITNESS THEREOF, the parties to this Memorandum of Understanding execute this agreement.

Dated: June 23 2016

BY _____
Paul Bauer, FRWDB Board Chairperson
Fresno Regional Workforce Development Board
2125 Kern Street, Suite 208
Fresno, CA 93721

Dated: June 17, 2016

BY _____
Naya Gordon, Project Director
Job Corps Northern California Project Office
1330 Broadway, Suite 705
Oakland, CA 94612

APPROVED BY THE COUNTY OF FRESNO AS TO ITS CAPACITY AS CHIEF LOCAL ELECTED OFFICIAL (CLEO):

By: _____
Ernest Buddy Mendes, Chairman
Board of Supervisors

BERNICE E. SEIDEL, CLERK
Board of Supervisors

By: Susan Bishop, Deputy

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By: Jane T. Smith

Date: 7-25-16

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California.

CITY OF FRESNO,
A California municipal corporation

Dated: 8/26/16

By: _____
Bruce Rudd
City Manager

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy Marco Martinez-Velasquez
8/26/16

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____ 8/26/16
Brandon M. Collet Date
Deputy City Attorney

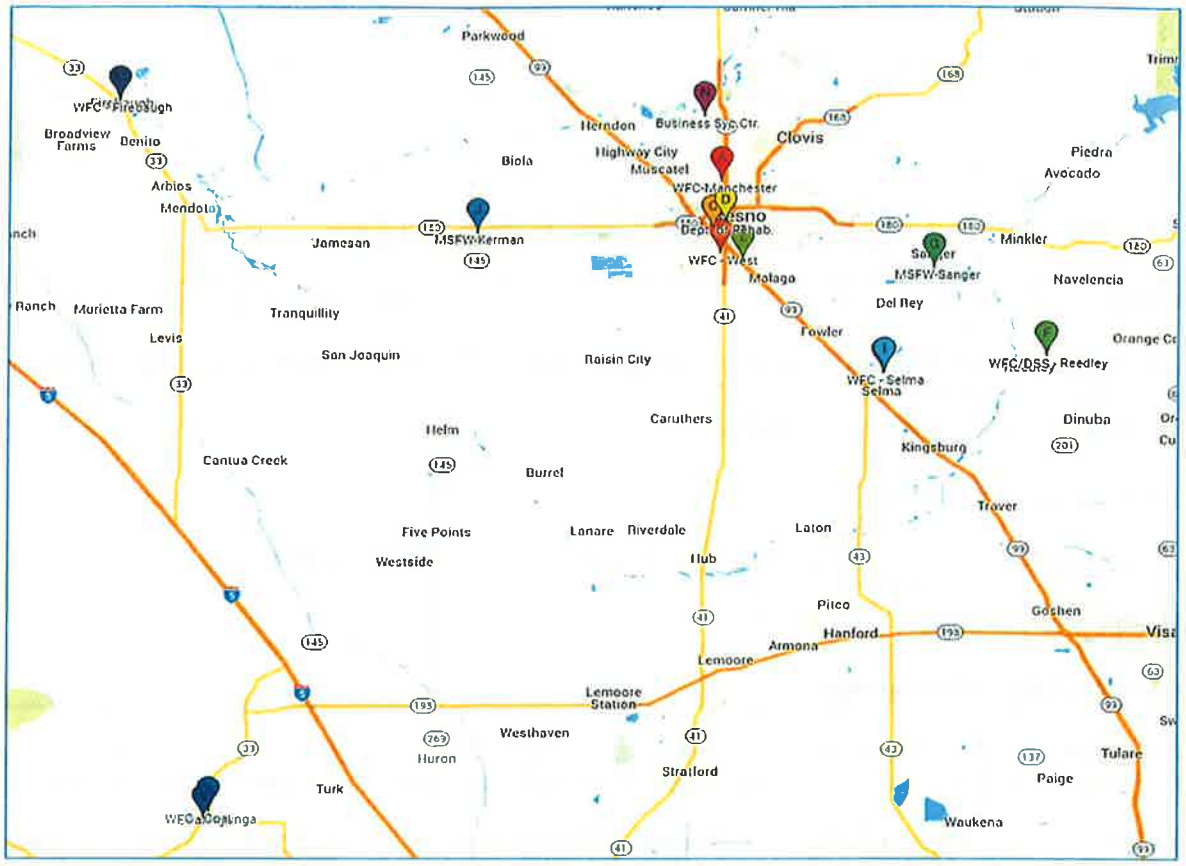
One Stop Partners and Services Provided

Partner	Services Provided
Department of Social Services	Will be co-located at Manchester and Reedley AJCCs. Assistance with reception duties; assistance with Job Fairs and employer services events; participate in scholarship panels; liason between AJCC partners, DSS staff and participants; Welfare-to Work case management; participate on Self Reliance Team; CalWORKs Intake and CalFresh/Medi-Cal services (Reedley only).
Department of Rehabilitation	Disability Awareness training to frontline AJCC staff; Co-location of DOR staff at Manchester AJCC; Training to AJCC staff and core partners on Competitive Integrated Employment.
Employment Development Department	Workforce Services: Will be co-located at Manchester, Fresno West, Reedley AJCCs. California Training Benefits; CalJOBS; Employer Services; Fidelity Bonding services; H-2A Temporary Agriculture Program; Jobs for Veterans services; Migrant Seasonal Farmworker services; personal job search assistance workshops; assist with Rapid Response events; Trade Adjustment Assistance; Work Opportunity Tax Credits; assistance with Worker Adjustment Retraining Notification Act; Youth Employment Opportunity Program/Youth Services. Labor Market Information Division: Labor Market Information in support of Basic Career Services; occupational guides/profiles; wage data; skills information and transference; education and licensing requirements; in-demand occupations listings; crosswalks for occupation and education program offerings; state-wide Eligible Training Provider List; commute pattern data. Unemployment Insurance Branch: UI claim information upon request (per process); worker profiling and re-employment services; UI Public Services Program; In-person guidance to individuals filing for UI claims utilizing on-line tools; Assistance to AJCC staff and customers for California Training Benefits; Collaborate with partners and AJCC staff on TAA process and requirements; participate in local Rapid Response events and roundtable meetings; provide lay-off aversion information to employers.
Fresno Economic Opportunities Commission	Support AJCC staff with referrals to any Community Services Block Grant services and any other service available through EOC, depending on eligibility requirements; depending on need and space availability, the following programs could co-locate in the AJCC: Women, Infants and Children (WIC) and Low-Income Home Energy Assistance (LIHEAP). Will provide CSBB services information via technology in the AJCC and Orientation.
State Center Adult Education Consortium	In the State Center Community College District area (urban Fresno County, east side rural area), provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC; provide counseling services and assistance to WIOA enrolled participants who have expressed interest in attending State Center Community College District training programs that are approved and listed on the state Eligible Training Provider List. All of these services will be provided by the adult schools and community college campuses who make up this consortium.

West Hills Adult Education Consortium	In the West Hills Community College District area (urban Fresno County, west side rural area), Provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC These services will be provided by the adult schools located in Fresno County who are members of this consortium.
Proteus Migrant Seasonal Farm Worker	Will provide outreach and recruitment for the Migrant Seasonal Farm Worker Program; conduct eligibility determination; case management; career counseling; orientation; skills assessment; co-enrollment with other appropriate agencies; provide Youth Farmworker Services; job placement services.
AARP Foundation	Will provide outreach, intake and Orientation services; provide information and referrals to supportive services available to eligible persons; provide group presentations; provide Older Americans workshops, as needed or requested; provide group counseling services; Short-term pre-vocational services; specialized assessments; health screening; organize monthly support group meetings for Older Americans; provide staffing support to the Manchester AJCC resource room and clerical support to co-located partner staff.
Job Corp	Eligibility determination for Job Corp services; initial assessments for Job Corp services; individual and group counseling/mentoring; short term pre-vocational services; internships/work experiences linked to careers; soft skills development; financial literacy workshops; occupational job training related to Job Corp; job readiness workshops/training; GED/HS diploma assistance; information about Job Corp provided in literature and electronically; participate in Self Reliance Team panels.
West Hills Community College District	**TO BE DETERMINED ONCE MOU IS FINALIZED**
Small Business Administration	**TO BE DETERMINED ONCE MOU IS FINALIZED**
Fresno Housing Authority	**TO BE DETERMINED ONCE MOU IS FINALIZED**
California Indian Manpower Consortium	**TO BE DETERMINED ONCE MOU IS FINALIZED**

Attachment 2

Fresno Regional Workforce Development Board & Partner Workforce Services Centers



A. Workforce Connection Manchester
Arthur Moss-559.230.1100
3302 N. Blackstone Ave. Suite 155,
Fresno CA 93726

B. Workforce Connection - West
559-445-6747
2555 S. Elm Ave., Fresno CA 93706

C. Dept. of Social Services – Fresno
559.600.2650
1209 E Street
Fresno, CA 93706

D. Ca. Department of Rehabilitation
559.445.6011
2550 Mariposa Mall, Rm. 2000
Fresno, CA 93721

E. Migrant Seasonal Farm Worker-Fresno
3454 E. Date Ave.
Fresno, CA 93725
559.473.4485

F. Workforce Connection/Dept. of Social Services - Reedley
Cynthia Rye – 559.637.2444
DSS – 559.637.2971
1680 E. Manning Ave. Reedley, CA 93654

G. Migrant Seasonal Farm Worker-Sanger
1849 Academy Ave.
Sanger, CA 93657
559.875.7146

H. Workforce Connection - Selma
Adolofo Recinos-559.891.0135
MSFW-559.891.0135
3706 McCall Ave. Suite 116 Selma, CA 93662

I. Dept. of Social Services – Selma
559.600.5205
3800 McCall Ave.
Selma, CA 93662

J. Migrant Seasonal Farm Worker-Kerman
437 S. Madera Ave.
Kerman, CA 93630
559.473.4489

K. Workforce Connection Coalinga
Robert Pimentel-559.937.2793
300 Cherry Ln. Bldg. A,
Coalinga, CA 93210

L. Dept. of Social Services – Coalinga
559.600.6300
311 Coalinga Plaza
Coalinga, CA 93210

M. Workforce Connection Firebaugh
Robert Pimentel-559-937-2793
1511 9th St.,
Firebaugh, CA 93622

N. Business Service Center
7475 N. Palm Ave., Suite 105
Fresno, CA 93711
559.230.4062

Fresno Regional Workforce Development Board

A proud member of America's Job Center of California[SM] Network

2125 Kern Street, Suite 208 • Fresno, California 93721 • 559.490.7100 • Fax 559.490.7199 •
www.workforce-connection.com

Blake Konczal, Executive Director

OPERATIONAL DIRECTIVE

FRWIB OD # 06-16 **Date Released: July 1, 2016**

To: All Fresno Regional Workforce Development Board AJCC Partners and Service Providers

From: Blake Konczal, Executive Director

Effective Date: July 1, 2016

Subject: America's Job Centers of California (AJCC) Partner Referral Process

Applicable Program: All

Revision History: Initial Release

This Operational Directive (OD) replaces the referral process described in OD 35-05, Partner Co-Enrollment and Referral Process. This OD obsoletes Form REG-102, Universal Referral Checklist and adds updated referral forms.

Partners may be required to use their own Release of Information form, instead of the Universal Release of Information (Form REG-100) when making referrals to other Partners. Those Partners are required to identify the approved form to be used when referring clients from their organization.

Purpose

As mandated by the Workforce Innovation and Opportunity Act (WIOA), each Local Workforce Development Area (LWDA) is required to have a documented process for referrals between partner agencies, as defined by WIOA (mandated partners) and the local Board as AJCC partners (local one-stop partners).

The intent of a referral activity is to ensure that needed services for a client are provided through the most appropriate funding stream in the most efficient manner and are not duplicative. The client should have an experience that is as seamless as possible.

This OD describes, on page 2, the steps to be taken to facilitate a referral between any Partner agency, including any of Fresno County's WIOA-funded programs, and to track the outcome of those referrals.

Each partner is required to identify all departments that provide the services described in their individual Partner Memorandum of Understanding (MOU) with the Fresno Regional Workforce Development Board. Additionally, each partner and sub-contracted provider of service is required to identify a single point of contact (SPOC) for all referrals to their agency and their full contact information (telephone number and email address). The FRWDB Quality Systems Manager will be responsible for maintaining and disseminating this information.

PROCESS

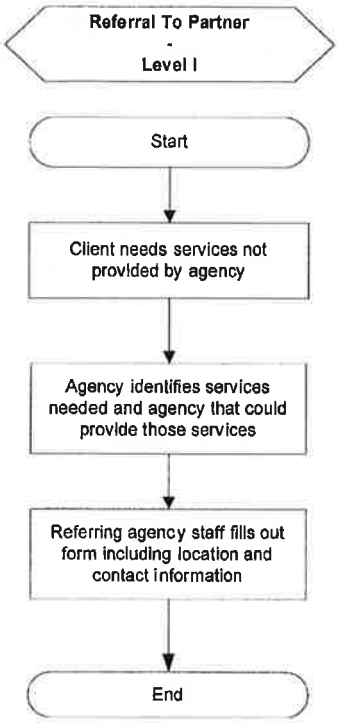
Level I – Referrals to other partners or community services for perceived or stated needs of clients. Use Form REG-108. There will be no follow-up for Level I Referrals. Referrals will be counted and reported, when appropriate.

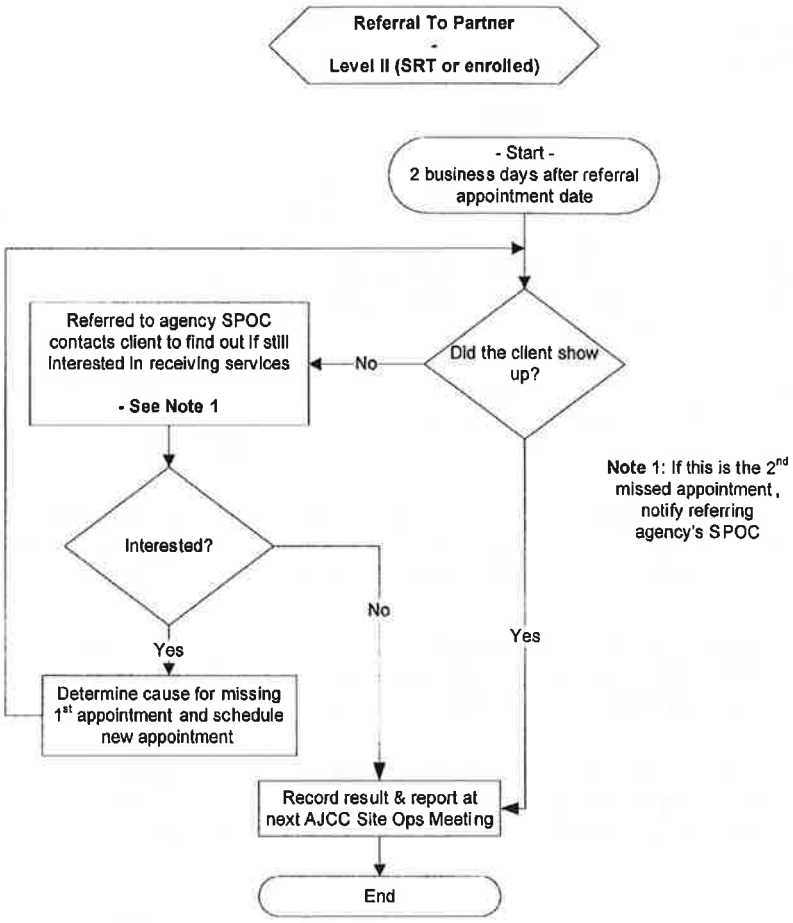
Level II – Direct referral between partners for specific services. Use Form # REG-109. Referring partner will fill out the form, contact the referred to agency single point of contact (SPOC) and make appointment for client if

appropriate. Referral to be scanned to referred agency and copy given to client. Review the referral with the client. Referring Partner will file the original referral form.

If any questions, please contact the FRWDB Program Manager.

Forms: REG-100 – Universal Release of Information (Partners may require the use of their own Release of Information form in order to release client specific information).
REG-101 – Agency Summary of Services Checklist
REG-104 – Interest Checklist
REG-108 – AJCC Partner Referral – Level I
REG-109 – AJCC Partner Referral – Level II





Universal Voluntary Consent to Exchange Information

Name of Client: _____ **WIOA Application #:** _____

Purpose. The Fresno Regional Workforce Development Board ("FRWDB") needs your permission to share personal information about you with certain organizations in order to best serve you.

Voluntary. **Your consent is voluntary.** If you do not consent, you will still receive Workforce Innovation and Opportunity Act ("WIOA") services; however, these services will be limited because, among other things, FRWDB will not be able to refer your case to another agency, co-enroll you in additional services, contact an employer to review your performance, or discuss your case with a school or training provider.

Scope of Information. This Consent covers all information that is personal to you, including, but not limited to, academic status and performance, employment status, skill assessment information, as well as services provided by other private or government agencies. This Consent does not authorize the exchange of any health (mental or physical) information.

Use of Information. By signing this Consent, you allow FRWDB to collect, use, and exchange your personal information with participating partners, employers, contractors, vocational training providers, public and private education institutions, and other entities with which FRWDB interacts or contracts on your behalf. FRWDB will use this information only to support and document your activities and outcomes, to post exit information, and to assess, plan, and facilitate the delivery of services for your benefit. FRWDB may share or receive this information either verbally, in writing, or by computer data transfer.

Release. By signing this Consent, you agree to release FRWDB, the City and County of Fresno, and all of their directors, officers, boards, employees, volunteers, agents, participating partners, and contractors from and against any liability and claims related to an unauthorized or accidental release of your personal information.

Expiration. This Consent automatically expires 15 months after you exit from your WIOA program. You may also revoke your consent earlier at any time by sending written notice to FRWDB's Quality Manager at the following address: 2125 Kern Street, Suite 208, Fresno, California 93721.

Signatures. This Consent is only valid if signed in the presence of an authorized member of your service provider's staff. A properly completed and signed photocopy of this Consent is as valid as the original. By signing, you acknowledge that you have received a copy of this Consent.

Minors. If a client is under 18, this Consent is only valid if signed by the client's parent or legal guardian. If you are signing on behalf of a minor child, an authorized staff member of your child's service provider will verify your parent or guardian status prior to accepting your signature.

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client Authorized Staff

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client's Parent/Legal Guardian Relationship to Client _____

This Consent was translated to _____ by _____ Dated: _____
Language Translator

Agency Summary of Services Provided
Non-Medical or Psychiatric

Date: _____

Referring Agency: _____

Participant Name: _____

Our agency is providing the services identified below, as of the date indicated above, to the named client.

Note to Agency: Please place an "X" in the first column if the service listed is being provided by your agency. Please provide comments, if applicable, in the third column.

X	Type of Service	Comments
	Assessment (Comprehensive)	
	Assessment (Initial)	
	Assessment (Skill Level)	
	Basic Labor Exchange	
	CalFresh	
	CalLearn	
	CalWorks	
	Child Care	
	Classroom Training	
	Community Service	
	Follow-up Services	
	General Relief	
	Homeless Assistance	
	Housing	
	Job Search/Job Placement	
	Medi-Cal	
	Occupational Skills Training	
	On The Job Training	
	Refugee Assistance	
	Transportation	
	Veteran Outreach	
	Vocational Rehabilitation	
	Welfare to Work	
	Work Experience	
	Workshops (specialized) Describe:	
	Other:	
	Other:	
	Other:	

Workforce Connection – Interest Worksheet

Name: _____ **Date:** _____ **Badge #** _____

Please check the following services you are interested in:

Job Search Assistance

☐ Former Military Service ☐ Disabilities Assistance ☐ Central Valley Professionals ☐ Farm Workers

☐ Ticket to Success ☐ Migrant Seasonal Farm Worker ☐ Senior Employment Assistance

☐ WIOA Services – CASAS Reading & Math Appraisal + Self Reliance Team (SRT) Interview

Youth Services

☐ Youth, ages 14-24

Workshops

☐ First Things First ☐ Career Pillar Interview Mentor

Career Development

☐ Health ☐ Manufacturing

☐ Government ☐ Infrastructure

Housing Assistance

☐ Rental Assistance/Section 8 ☐ Home Ownership Programs

☐ Homeless Assistance ☐ Emergency Shelter

Temporary Public Assistance

☐ CalWORKS Cash Assistance to Families with Children ☐ General Relief ☐ Food Stamps ☐ Medical Services

Educational Opportunities

☐ GED ☐ Community College ☐ Adult Basic Education ☐ English as a Second Language ☐ High School Diploma

Other _____

_____

_____

_____

_____

_____

Please present this worksheet to your friendly Customer Service Specialist at the reception desk for further information & direction.

Fresno County America's Job Center of California
Level I Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

To:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services
(list name of agency and department or location)

Agency Name	Location	Phone #	Contact

Referral Reason:

Fresno County America's Job Center of California
Level II Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers		Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban		☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:		☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:		
AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
☐ EDD, Dept:		

To:

WIOA Career Services Providers		Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban		☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:		☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:		
AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services
(list name of agency and department or location)

Agency Name	Location	Phone #	Contact

Referral Reason:

Signed Release of information on file Y ☐ N ☐	Employment Plan: Y ☐ N ☐ Being Developed ☐ N/A ☐
Assessment Completed: Y ☐ N ☐ List assessment type:	Results:
Orientation: Y ☐ N ☐	

Appointment Time:	Date:	Appointment with:	Phone#:
		Address:	

I understand this referral is being made to better assist me in my employment goals.

Client Signature_____ Date: _____

Outcome:

MEMORANDUM OF UNDERSTANDING
Between
Fresno Regional Workforce Development Board
And
Proteus, Inc.

In accordance with the Workforce Innovation and Opportunities Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereafter referred to as "WIOA"), the Fresno Regional Workforce Development Board (hereinafter referred to as the "WDB") shall develop a local plan, and enter into a Memorandum of Understanding ("MOU") with local America's Job Center One-Stop Partners (as defined in Section IV(B) below) regarding the operation of the local America's Job Center One-Stop System of service delivery (the "local One-Stop System") and the performance of the functions described in Section 121(e)(1) of the WIOA. MOUs must be executed between the WDB and the America's Job Center One-Stop Partners, with the agreement of the Chief Local Elected Official. The Chief Local Elected Official in the WDB's Local Workforce Development Area (collectively, the City and County of Fresno) has delegated to the WDB the ability to execute this MOU pursuant to that certain Joint Exercise of Powers Agreement dated May 19, 2009, as amended (the "Joint Powers Agreement").

I. VISION, MISSION AND GOAL OF THE FRESNO COUNTY AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) ONE-STOP SYSTEM

A. Vision
To fully engage all available public and private resources to ensure the Fresno Regional Workforce Development system as the premier source for the human capital needs of growth industry clusters within Fresno County. By integrating education and workforce preparation to assist the best companies in Fresno County to remain and thrive in our local community, to achieve sustainable economic growth. To concurrently assist our unemployed and underemployed residents to achieve a higher quality of life by access to such careers in growth industry sectors.

B. Mission
The Fresno Regional Workforce Development system, a Joint Powers Authority between the City and County of Fresno, in partnership with both the public and private sectors, exists primarily to assist local businesses in meeting their human capital needs. In this, we both (1) screen and train prospective new employees and (2) assist in upskilling existing employees. By offering such quality referral and training services, directly linked to local industry needs, we are of greatest benefit to our unemployed and underemployed clients.

II. PURPOSE OF MEMORANDUM OF UNDERSTANDING

A. To define, establish, and reinforce relationships between the WDB and the designated AJCC One-Stop Partners;

B. To define the roles and responsibilities of these entities in the performance of their combined goal of establishing a workforce development system through the local One-Stop System that is:

1. Integrated (offering as many employment, training, and education services as possible

for employers and individuals seeking jobs or wishing to enhance their skills and affording universal access to the system overall);

2. Comprehensive (offering to participant/customer a large array of useful information with wide and easy access to needed services);

3. Participant/customer-focused (providing the means for judging the quality of services and making informed choices); and

4. Performance-based (based on clear outcomes to be achieved, mutually negotiated outcomes and methods for measurements, and the means for measuring and attaining participant/customer satisfaction); and

C. To describe how cost of services and the operating cost of the local One-Stop System will be funded.

III. STATEMENT OF ISSUE

As a partner under the WIOA, Proteus, Inc., hereinafter referred to as the "Partner", enters into an MOU with the WDB regarding the manner in which the Partner will participate and provide access to their services through the local One-Stop System.

IV. DEFINITIONS

The following definitions apply to this MOU:

A. AJCC One-Stop Operator:
The WDB sub-contracted entity or entities designated to operate the local One-Stop System, provide Basic Career Services (as defined in Section IV(D) below), and to coordinate services within the local One-Stop System under the WIOA. Sometimes also referred to herein as the "One-Stop Operator"

B. AJCC One-Stop Partner:
An entity that carries out one or more programs or activities described herein, makes those programs or activities available to participants through the local One-Stop System, and participates in the operation of the local One-Stop System consistent with the terms of this MOU and with the requirements of their Authorizing Law (as defined in Section IV(C) below) by which the programs or activities are authorized under the WIOA. Sometimes also referred to herein as "Partner"

C. Authorizing Law:
Refers to each respective Partner's legal authority to engage in the specific programs or activities that the Partner will provide in connection with WIOA authorized programs, activities, or services.

D. Basic Career Services:
Services and resources available to the general public without enrollment into the WIOA program or any Partner's program. These services are overseen by the AJCC One-Stop Operator. These services include but are not limited to the following services, and are provided either by the WDB or by the Partners, as appropriate, applicable and allowable:

1. Determination of eligibility to receive WIOA-enrolled services.

2. Outreach, intake, and orientation to the services available through the One-Stop System.
3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs.
4. Labor exchange services, including the following:
   a. Job search, placement assistance, and career counseling, including information on in-demand industry sectors and occupations as well as nontraditional employment.
   b. Recruitment and other business services on behalf of employers in the local area, such as information and referral to specialized business services not traditionally offered through the local One-Stop System.
5. Referrals to, and coordination of activities with, other programs and services, including programs and services within the local One-Stop System and other workforce development programs.
6. Workforce and labor market employment statistics information, including information relating to local, regional, state, and national labor market areas, including the following:
   a. Job vacancy listings and the job skills necessary to obtain them.
   b. Information on local in-demand occupations and the earnings, skill requirements, and opportunities for advancement that accompany them.
7. Information on performance and program cost of eligible providers of training services, youth workforce development activities, adult education, career and technical education activities at the postsecondary level, career and technical education activities available to school dropouts, and vocational rehabilitation services.
8. Information regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the local One-Stop System.
9. Information on, and referral to, supportive services or assistance, including the following:
   a. Child care, child support, medical or child health assistance under title XIX or XXI of the Social Security Act.
   b. Benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008.
   c. Assistance through the earned income tax credit under section 32 of the Internal Revenue Code of 1986.
   d. Assistance under a state program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act.
   e. Other supportive services and transportation available in the local area.
10. Information and assistance regarding filing claims for unemployment compensation.
11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA.

E. Business Services:

The terms "Business Services" means services and resources available to employers in the local area and are provided by Partners and sub-contracted providers of services, with

oversight by WDB staff, where applicable, appropriate and allowable. These services include, but are not limited to:

1. Labor exchange activities and labor market information;
2. Customized screening and referral of qualified participants in training services to employers;
3. Customized services to employers, employer associations, or other such organizations, on employment-related issues;
4. Customized recruitment events and related services for employers including targeted job fairs;
5. Human resource consultation services, including but not limited to assistance with:
   a. Writing/reviewing job descriptions and employee handbooks;
   b. Developing performance evaluation and personnel policies;
   c. Creating orientation sessions for new workers;
   d. Honing job interview techniques for efficiency and compliance;
   e. Analyzing employee turnover; or
   f. Explaining labor laws to help employers comply with wage/hour and safety/health regulations;
6. Customized labor market information for specific employers, sectors, industries or clusters;
7. Rapid Response and lay-off aversion; and
8. Other similar customized services.

F. Individualized Career Services:

The term Individualized Career Services means services available to persons who meet the eligibility requirements as defined in the WIOA and subsequent regulations. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include the following:
   a. Diagnostic testing and use of other assessment tools.
   b. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
2. Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.
3. Group counseling.
4. Individual counseling.
5. Career planning.

6. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.
7. Internships and work experiences linked to careers.
8. Workforce preparation activities.
9. Financial literacy services.
10. Out-of-area job search assistance and relocation assistance.
11. English language acquisition and integrated education and training programs.

G. AJCC Partner Services:

The term AJCC Partner Services means those services described in Section IX, Description of Services To Be Provided By Partner, of this MOU carried out under the Partner's Authorizing Law.

H. Participant/customer:

The term participant/customer is defined as a person or persons receiving integrated local One-Stop System employment, training, educational services, and/or business services for employers from any AJCC partner.

I. Training Services:

The term Training Services means services available to persons who meet the eligibility requirements as defined in the WIOA, subsequent regulations, and locally-defined prerequisites. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Occupational skills training, including training for nontraditional employment.
2. On-the-job training.
3. Incumbent worker training.
4. Programs that combine workplace training with related instruction, which may include cooperative education programs.
5. Training programs operated by the private sector.
6. Skill upgrading and retraining.
7. Pre-Apprenticeship and Apprenticeship training
8. Entrepreneurial training.
9. Transitional jobs (Work Experience).
10. Job readiness training provided in combination with another training service.
11. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service.
12. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

13. Other similar training services

V. AJCC ONE-STOP PARTNER PARTICIPATION

Partner agrees to participate in a joint planning process which results in the development of the local and regional Strategic Plan submitted to the State in accordance with issued WIOA guidelines (the "Strategic Plan"). Partners agree to engage in planning, plan development, and activities, to result in:

A. Continuous partnership building between all parties to this MOU;

B. Continuous partnership building and planning responsive to State requirements;

C. Continuous partnership between State and local representatives engaged in WIOA activities and related workforce preparation and development;

D. Responsive to specific local and economic conditions, including employer needs;

E. Adherence to strategic planning principles adopted by the WIOA for long range planning, including the requirement for continuous improvement;

F. Adherence to common data collection and reporting, including needs for modification or change;

G. Diligence in developing coordinated local leadership in workforce development through:

H. Responsiveness to participant/customer needs;

I. Maintenance of system infrastructure;

J. Shared technology and information;

K. Performance management to measure the success of the local One-Stop System overall and to enhance performance in a spirit of quality management and continuous improvement.

L. Identification of each Partner's appropriate contribution to meeting the performance standards negotiated between the State of California and WDB.

VI. THE CUSTOMERS TO BE SERVED

The AJCC One-Stop Center will serve:

A. Those Fresno County residents, who are seeking employment, need guidance on how to make career choices, and building basic educational or occupational skills.

1. Priority of Service will be given to those who are (in order of priority):

a. Veterans and eligible spouses who are also recipients of public assistance, other low income individuals, or individuals who are basic skills deficient;

b. Individuals who are recipients of public assistance, other low income individuals,

individuals who are basic skills deficient, or individuals with other barriers to employment.

c. Veterans and eligible spouses who are not included in WIOA's priority groups.

d. Other individuals not included in WIOA's priority groups.

B. Those businesses who are seeking a skilled and stable workforce; need guidance in various business operations or in need of assistance in case of reductions in force.

C. All AJCC One-Stop Center Services and Partner services will be available to all eligible residents no matter their English language proficiency or physical abilities.

VII. AMERICAN'S WITH DISABILITIES ACT COMPLIANCE

Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC and Partner's facilities are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

VIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. Partner agrees that no person shall, because of ethnic group identification, age, sex, gender identification, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving state or federal assistance. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

B. Partner assures compliance with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

IX. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE PARTNER

Partner agrees that they will provide access to all the services described below at the designated AJCC One-Stop and any other satellite location deemed appropriate by the Partner. Partner will participate in the creation of the local One-Stop System which provides for universal access and enables customers to become self-sufficient.

Partner will ensure that services are provided either by (i) assigning staff to the local AJCC One-Stop(s); (ii) using a mutually developed referral process; (iii) training the One-Stop Operator and other Partner staff to deliver information about the services available to eligible individuals; and/or (iv)using technology to provide services to participants/customers, except as noted below.

Partner will ensure that the needs of workers and youth, and individuals with barriers to employment, including but not limited to individuals with disabilities and limited English proficient individuals, are provided necessary and appropriate access to services, including

access to technology and materials, available through the local One-Stop System.

Any Partner funded by Wagner-Peyser is required to be co-located in the Comprehensive America's Job Center One-Stop Center (as defined and identified in Section XI(A) below).

Partner agrees that it will provide One-Stop Partner Core Services to participants/customers and support local One-Stop System activities:

A. Outreach and Recruitment – Migrant Seasonal Farm Worker

B. Eligibility Determination

C. Case Management

D. Career Counseling

E. Orientation

F. Skills Assessment

G. Co-enrollment

H. Farmworker Youth Services

I. Job Placement

X. WDB RESPONSIBILITIES

As authorized under the WIOA, and pursuant to the Joint Powers Agreement, the WDB will establish policies necessary for implementation of the WIOA in the local area and shall:

A. Develop and submit a local plan to the Governor;

B. Collaborate with other Workforce Development Boards to develop a Regional Plan

C. Identify eligible AJCC One-Stop Operators by awarding grants or contracts on a competitive basis;

D. Conduct programmatic and fiscal reviews of the WIOA services provided by sub-contracted program providers of services, training services providers and report to the WDB the results of those reviews.

E. Identify eligible providers of youth activities in the local area by awarding grants or contracts on a competitive basis based on the recommendations of the local youth council;

F. Identify eligible providers of training services in the local area by awarding grants or contracts on a competitive basis;

G. Identify eligible providers of Individualized Career Services in the local area by awarding

grants or contracts on a competitive basis;

H. Provide adequate facilities for the Partners as needed and as funding allows;

I. Develop a local One-Stop System budget for the purpose of carrying out the duties of the WDB;

J. Solicit and accept grants and donations from sources other than federal funds made available under WIOA;

K. Conduct regular program and physical plant assessments for compliance to federal, state and local Equal Opportunity and Americans with Disabilities Act regulations as required by law.

L. Negotiate local performance measures;

M. Coordinate the workforce development activities carried out in the local area with economic development strategies and develop other employer linkages with such activities;

N. Promote participation by private sector employers in the statewide workforce development system and help such employers meet their hiring needs using the system by providing connecting, brokering, and coaching activities to the employers;

O. Make available to the public, on a regular basis through open meetings and/or through publications online, information regarding the activities of the WDB, including information regarding the Strategic Plan prior to submission of the Strategic Plan, membership, the designation and certification of AJCC One-Stop Operator(s), the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of formal meetings of the WDB;

P. Negotiate and enter into an MOU with each AJCC One-Stop Partner which meet the requirements of the WIOA and sets forth their respective responsibilities for making a full range of services available through the local One-Stop System; and shall modify this MOU to add additional Partners as needed for the benefit of the community and system.

XI. LOCATION OF AMERICA'S JOB CENTER ONE-STOP SITES

A. The WDB will establish a minimum of one physical location called the "Comprehensive AJCC" within the workforce development area in which all AJCC One-Stop Partners will provide access to the services provided under the WIOA. The parties agree that the Comprehensive AJCC shall be located at the Manchester Shopping Center, 3302 N. Blackstone Avenue, Fresno, California 93726. This location may be changed by the WDB during the term of this MOU upon thirty (30) days advance notice of such change to the Partners. Each Partner agrees that it will provide access to the services described in this MOU at such location and any other satellite location deemed appropriate by each Partner, with concurrence of the WDB.

B. If the WDB establishes additional AJCC One-Stop Centers within its local workforce development area, each Partner will determine the extent and manner in which it will

participate in such additional centers. However, access to each Partner's services will be made available at all locations, either with on-site staff, via technology, or referral to the nearest office of the Partner.

C. The Partner commits to providing information and access to all AJCC Partner services, as described in this MOU, at each of its service locations.

XII. METHODS OF REFERRAL

A. The WDB, through its designated AJCC One-Stop Operator(s), and the Partners agree to utilize the approved referral processes and forms for common intake and referral among the AJCC One-Stop Partners and providers of services. The WDB and Partners developed a universal referral system and form that is used for all cross-agency referrals, copies of which are attached hereto, and incorporated herein, as Attachment 3

B. The WDB and Partner agree to train and provide technical assistance to the appropriate staff of each of the other participating AJCC One-Stop Partners and sub-contracted providers of services on topics that include but are not limited to eligibility for and scope of allowable services for the partner's programs.

C. Partner agrees to suggest appropriate referrals for its applicants and clients, the availability of additional services from other AJCC partners if they determine the client could benefit from those referral(s).

D. A listing of Partner Services Partner Sites and Locations can be found in Attachments 1 and 2, respectfully referral purposes.

XIII. CONFIDENTIALITY

Partner shall be in strict conformance with all applicable federal, State of California and/or local laws and regulations relating to confidentiality including Welfare and Institutions Code section 10850 and insure that all applications and records concerning participants/customers shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly connected with the administration of the local One-Stop System. The Partner shall inform all of its employees, agents, officers, subcontractors, Board members, or partners of this provision and that any person knowingly and intentionally violating this provision is guilty of a misdemeanor.

A. All participant/customer applications and records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services. Signed information releases will be obtained where appropriate.

B. Partner agrees to share information either agreed upon by them or as interpreted by the Chief Local Elected Official or designee to be necessary for the administration of the local One-Stop System. Partner shall obtain signed releases allowing for the sharing of participant/customer information necessary for provision of services under the WIOA; i.e. assessment; universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.

C. At any time an America's Job Center One-Stop Partner requests confidential information regarding another Partner's participant/customer, the request shall be accompanied by a written Release of Confidential Information signed by the participant/customer.

XIV. GRIEVANCES AND COMPLAINTS

Partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative remedy in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

XV. COST ALLOCATION – Phase I

A. Partner agrees to financially participate in the operating costs related to the common costs of the One-Stop System attributable to the Partner's program(s).

B. Partner commits to work collaboratively with the WDB and other AJCC One-Stop Partners to participate in the implementation of the Resource Sharing Agreement (RSA) process in order to have finalized RSAs by December 31, 2017 for Program Year 2017-2018.

XVI. TERM AND RENEWAL OF MOU

A. The term of this MOU is from July 1, 2016 to June, 30, 2019, unless it is terminated earlier as provided in Section XVIII, below.

B. This MOU is of no force or effect until signed by authorized representatives of the participating America's Job Center One-Stop Partner and the WDB. Once signed thereby, this MOU is effective commencing upon July 1, 2016, and shall supersede in its entirety any MOU entered into previously by and between the participating AJCC One-Stop Partner and the WDB.

C. The MOU, once signed, becomes a part of the local Strategic Plan.

XVII. REVISIONS AND MODIFICATIONS

This MOU may be revised or modified with the approval of both the WDB and of the Partner.

XVIII. TERMINATION

Partner may terminate its participation in this MOU upon thirty (30) days written notice to the WDB; or The WDB may terminate this MOU upon thirty (30) days written notice of such termination to partner.

XIX. NOTICE

Any notice required or permitted to be given by any party to this MOU shall be deemed given upon personal delivery to the other parties or two (2) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other parties at the following

addresses or to such other address as the parties may provide by written notice given in accordance herewith:

Fresno Regional Workforce Development Board Attn: Blake Konczal, Executive Director 2125 Kern Street, Suite 208 Fresno, CA 93721	Partner's address as identified on the signature page below.

XX. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that the Partner and its staff are subject to their existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. The WDB will assure to the extent possible that the One-Stop Operator will work with all Partners in developing and implementing policies and procedures for the One-Stop System, in order to avoid inconsistencies with their respective policies, procedures, regulations and collective bargaining agreements.

XXI. SHARED INFORMATION AND SYSTEM SECURITY

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

A. Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other applicable statutes or requirements.

B. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.

C. System security provisions shall be agreed upon by all partners.

XXII. PUBLIC COMMUNICATIONS AND BRANDING RELATED TO WIOA SERVICES

A. All communications must be approved by the WDB Marketing Manager or Executive Director prior to the communication.

B. Partner agrees to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage.

XXIII. DISPUTE RESOLUTION

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

XXIV. INDEMNIFICATION

Except as otherwise expressly provided in this MOU and to the fullest extent of the law, each party shall indemnify and hold harmless (the "Indemnifying Party") the other parties, including the One-Stop Operator and the WDB, and their respective partners, directors, officers, agents, customers and employees (the "Indemnified Parties") from and against any and all losses, costs, expenses (including reasonable attorneys', experts' and consultants' fees and court

costs at all levels of proceedings), damages and/or liabilities which any of the Indemnified Parties may sustain or incur in connection with or arising out of the performance of this MOU or any breach by the Indemnifying Party of its obligations under this MOU, except to the extent the foregoing is caused by the gross negligence or willful misconduct of the Indemnified Parties. The terms of this Section XXIV shall survive the termination of this MOU.

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Signatures:

In WITNESS THEREOF, the parties to this Memorandum of Understanding execute this agreement.

Dated: June 30 2016

BY _____
Paul Bauer, FRWDB Board Chairperson
Fresno Regional Workforce Development Board
2125 Kern Street, Suite 208
Fresno, CA 93721

Dated: 6/29 2016

BY _____
Michael E. McCann, Chief Executive Officer
Proteus, Inc.
1830 N. Dinuba Avenue
Visalia, CA 93291

APPROVED BY THE COUNTY OF FRESNO AS TO ITS CAPACITY AS CHIEF LOCAL ELECTED OFFICIAL (CLEO):

By: _____
Ernest Buddy Mendes, Chairman
Board of Supervisors

BERNICE E. SEIDEL, CLERK
Board of Supervisors

By: Susan Bishop, Deputy

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By: _____

Date: 7-25-16

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California.

CITY OF FRESNO,
A California municipal corporation

Dated: 8/26/16

By: Bruce Rudd
Bruce Rudd
City Manager

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: Marco Martinez-Velasquez
Deputy Marco Martinez-Velasquez
8/26/16

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: 8/26/16
Brandon M. Collet Date
Deputy City Attorney

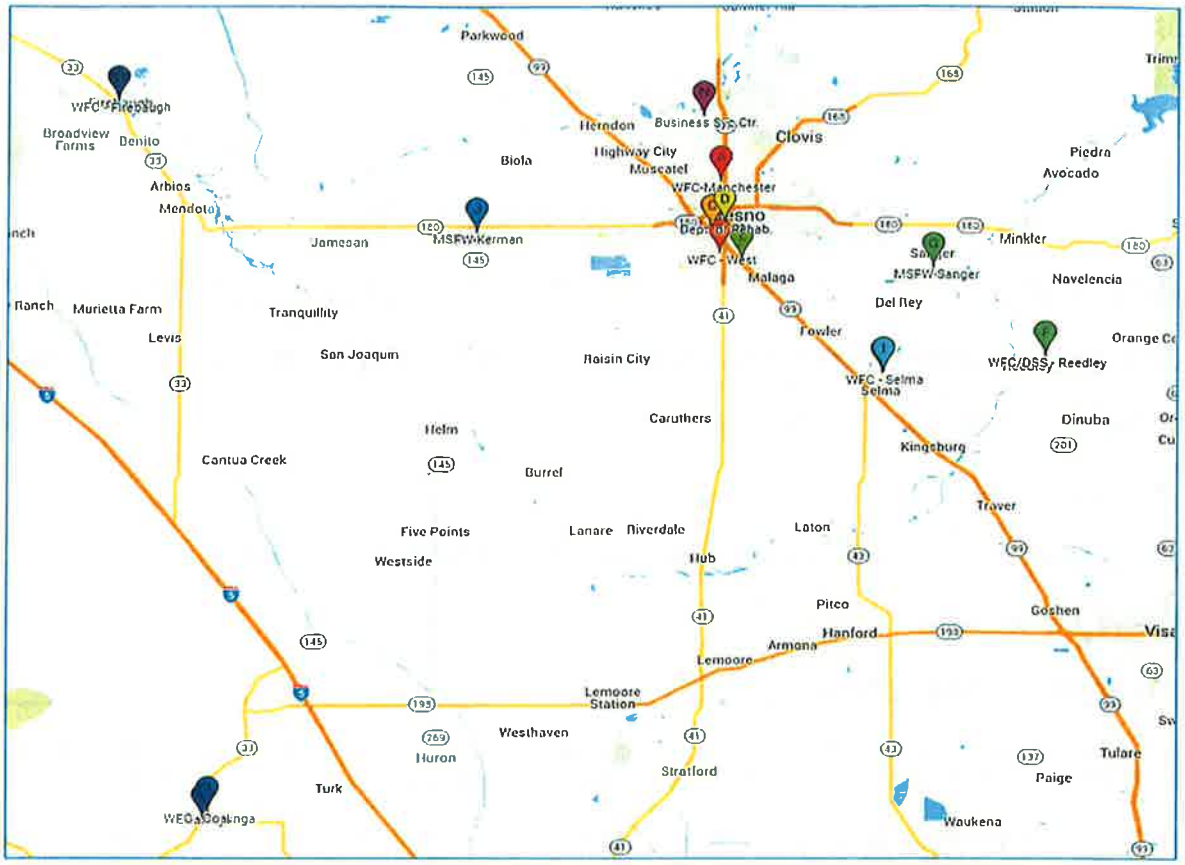
One Stop Partners and Services Provided

Partner	Services Provided
Department of Social Services	Will be co-located at Manchester and Reedley AJCCs. Assistance with reception duties; assistance with Job Fairs and employer services events; participate in scholarship panels; liason between AJCC partners, DSS staff and participants; Welfare-to Work case management; participate on Self Reliance Team; CalWORKs Intake and CalFresh/Medi-Cal services (Reedley only).
Department of Rehabilitation	Disability Awareness training to frontline AJCC staff; Co-location of DOR staff at Manchester AJCC; Training to AJCC staff and core partners on Competitive Integrated Employment.
Employment Development Department	Workforce Services: Will be co-located at Manchester, Fresno West, Reedley AJCCs. California Training Benefits; CalJOBS; Employer Services; Fidelity Bonding services; H-2A Temporary Agriculture Program; Jobs for Veterans services; Migrant Seasonal Farmworker services; personal job search assistance workshops; assist with Rapid Response events; Trade Adjustment Assistance; Work Opportunity Tax Credits; assistance with Worker Adjustment Retraining Notification Act; Youth Employment Opportunity Program/Youth Services. Labor Market Information Division: Labor Market Information in support of Basic Career Services; occupational guides/profiles; wage data; skills information and transference; education and licensing requirements; in-demand occupations listings; crosswalks for occupation and education program offerings; state-wide Eligible Training Provider List; commute pattern data. Unemployment Insurance Branch: UI claim information upon request (per process); worker profiling and re-employment services; UI Public Services Program; In-person guidance to individuals filing for UI claims utilizing on-line tools; Assistance to AJCC staff and customers for California Training Benefits; Collaborate with partners and AJCC staff on TAA process and requirements; participate in local Rapid Response events and roundtable meetings; provide lay-off aversion information to employers.
Fresno Economic Opportunities Commission	Support AJCC staff with referrals to any Community Services Block Grant services and any other service available through EOC, depending on eligibility requirements; depending on need and space availability, the following programs could co-locate in the AJCC: Women, Infants and Children (WIC) and Low-Income Home Energy Assistance (LIHEAP). Will provide CSBB services information via technology in the AJCC and Orientation.
State Center Adult Education Consortium	In the State Center Community College District area (urban Fresno County, east side rural area), provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC; provide counseling services and assistance to WIOA enrolled participants who have expressed interest in attending State Center Community College District training programs that are approved and listed on the state Eligible Training Provider List. All of these services will be provided by the adult schools and community college campuses who make up this consortium.

West Hills Adult Education Consortium	In the West Hills Community College District area (urban Fresno County, west side rural area), Provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC These services will be provided by the adult schools located in Fresno County who are members of this consortium.
Proteus Migrant Seasonal Farm Worker	Will provide outreach and recruitment for the Migrant Seasonal Farm Worker Program; conduct eligibility determination; case management; career counseling; orientation; skills assessment; co-enrollment with other appropriate agencies; provide Youth Farmworker Services; job placement services.
AARP Foundation	Will provide outreach, intake and Orientation services; provide information and referrals to supportive services available to eligible persons; provide group presentations; provide Older Americans workshops, as needed or requested; provide group counseling services; Short-term pre-vocational services; specialized assessments; health screening; organize monthly support group meetings for Older Americans; provide staffing support to the Manchester AJCC resource room and clerical support to co-located partner staff.
Job Corp	Eligibility determination for Job Corp services; initial assessments for Job Corp services; individual and group counseling/mentoring; short term pre-vocational services; internships/work experiences linked to careers; soft skills development; financial literacy workshops; occupational job training related to Job Corp; job readiness workshops/training; GED/HS diploma assistance; information about Job Corp provided in literature and electronically; participate in Self Reliance Team panels.
West Hills Community College District	**TO BE DETERMINED ONCE MOU IS FINALIZED**
Small Business Administration	**TO BE DETERMINED ONCE MOU IS FINALIZED**
Fresno Housing Authority	**TO BE DETERMINED ONCE MOU IS FINALIZED**
California Indian Manpower Consortium	**TO BE DETERMINED ONCE MOU IS FINALIZED**

Attachment 2

Fresno Regional Workforce Development Board & Partner Workforce Services Centers



A. Workforce Connection Manchester
Arthur Moss-559.230.1100
3302 N. Blackstone Ave. Suite 155,
Fresno CA 93726

B. Workforce Connection - West
559-445-6747
2555 S. Elm Ave., Fresno CA 93706

C. Dept. of Social Services – Fresno
559.600.2650
1209 E Street
Fresno, CA 93706

D. Ca. Department of Rehabilitation
559.445.6011
2550 Mariposa Mall, Rm. 2000
Fresno, CA 93721

E. Migrant Seasonal Farm Worker-Fresno
3454 E. Date Ave.
Fresno, CA 93725
559.473.4485

F. Workforce Connection/Dept. of Social Services - Reedley
Cynthia Rye – 559.637.2444
DSS – 559.637.2971
1680 E. Manning Ave. Reedley, CA 93654

G. Migrant Seasonal Farm Worker-Sanger
1849 Academy Ave.
Sanger, CA 93657
559.875.7146

H. Workforce Connection - Selma
Adolofo Recinos-559.891.0135
MSFW-559.891.0135
3706 McCall Ave. Suite 116 Selma, CA 93662

I. Dept. of Social Services – Selma
559.600.5205
3800 McCall Ave.
Selma, CA 93662

J. Migrant Seasonal Farm Worker-Kerman
437 S. Madera Ave.
Kerman, CA 93630
559.473.4489

K. Workforce Connection Coalinga
Robert Pimentel-559.937.2793
300 Cherry Ln. Bldg. A,
Coalinga, CA 93210

L. Dept. of Social Services – Coalinga
559.600.6300
311 Coalinga Plaza
Coalinga, CA 93210

M. Workforce Connection Firebaugh
Robert Pimentel-559-937-2793
1511 9th St.,
Firebaugh, CA 93622

N. Business Service Center
7475 N. Palm Ave., Suite 105
Fresno, CA 93711
559.230.4062

Fresno Regional Workforce Development Board

A proud member of America's Job Center of California[SM] Network

2125 Kern Street, Suite 208 • Fresno, California 93721 • 559.490.7100 • Fax 559.490.7199 •
www.workforce-connection.com

Blake Konczal, Executive Director

OPERATIONAL DIRECTIVE

FRWIB OD # 06-16 **Date Released: July 1, 2016**

To: All Fresno Regional Workforce Development Board AJCC Partners and Service Providers

From: Blake Konczal, Executive Director

Effective Date: July 1, 2016

Subject: America's Job Centers of California (AJCC) Partner Referral Process

Applicable Program: All

Revision History: Initial Release

This Operational Directive (OD) replaces the referral process described in OD 35-05, Partner Co-Enrollment and Referral Process. This OD obsoletes Form REG-102, Universal Referral Checklist and adds updated referral forms.

Partners may be required to use their own Release of Information form, instead of the Universal Release of Information (Form REG-100) when making referrals to other Partners. Those Partners are required to identify the approved form to be used when referring clients from their organization.

Purpose

As mandated by the Workforce Innovation and Opportunity Act (WIOA), each Local Workforce Development Area (LWDA) is required to have a documented process for referrals between partner agencies, as defined by WIOA (mandated partners) and the local Board as AJCC partners (local one-stop partners).

The intent of a referral activity is to ensure that needed services for a client are provided through the most appropriate funding stream in the most efficient manner and are not duplicative. The client should have an experience that is as seamless as possible.

This OD describes, on page 2, the steps to be taken to facilitate a referral between any Partner agency, including any of Fresno County's WIOA-funded programs, and to track the outcome of those referrals.

Each partner is required to identify all departments that provide the services described in their individual Partner Memorandum of Understanding (MOU) with the Fresno Regional Workforce Development Board. Additionally, each partner and sub-contracted provider of service is required to identify a single point of contact (SPOC) for all referrals to their agency and their full contact information (telephone number and email address). The FRWDB Quality Systems Manager will be responsible for maintaining and disseminating this information.

PROCESS

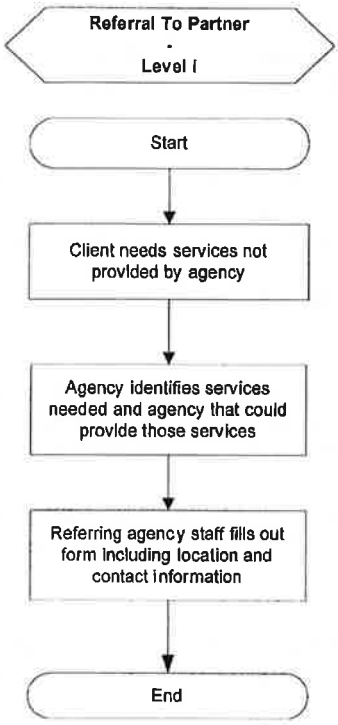
Level I – Referrals to other partners or community services for perceived or stated needs of clients. Use Form REG-108. There will be no follow-up for Level I Referrals. Referrals will be counted and reported, when appropriate.

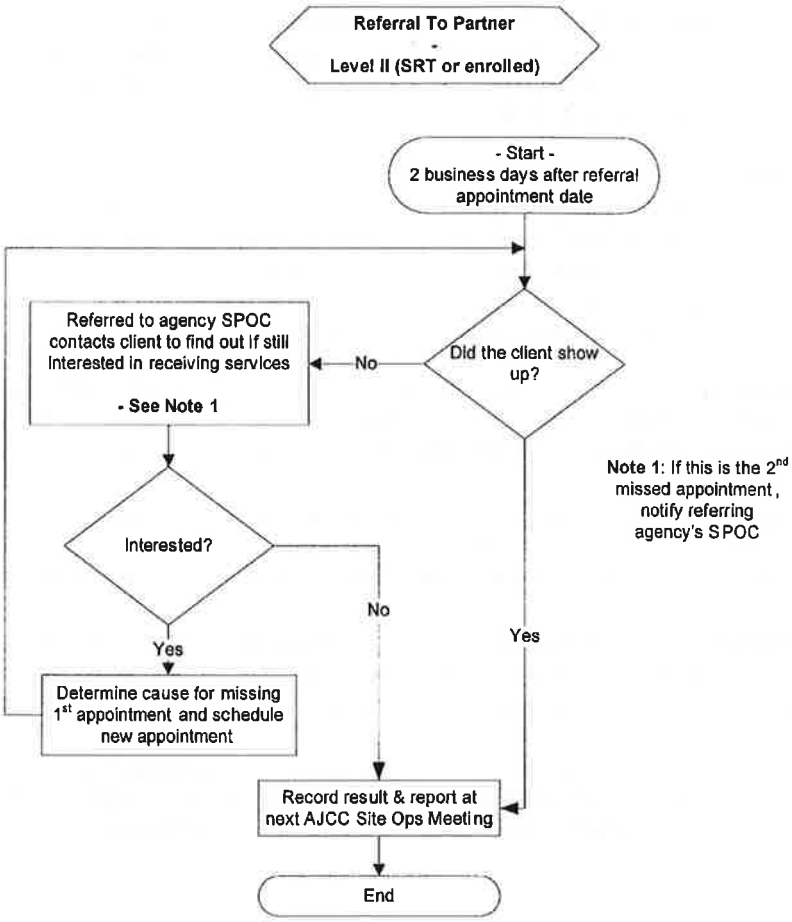
Level II – Direct referral between partners for specific services. Use Form # REG-109. Referring partner will fill out the form, contact the referred to agency single point of contact (SPOC) and make appointment for client if

appropriate. Referral to be scanned to referred agency and copy given to client. Review the referral with the client. Referring Partner will file the original referral form.

If any questions, please contact the FRWDB Program Manager.

Forms: REG-100 – Universal Release of Information (Partners may require the use of their own Release of Information form in order to release client specific information).
REG-101 – Agency Summary of Services Checklist
REG-104 – Interest Checklist
REG-108 – AJCC Partner Referral – Level I
REG-109 – AJCC Partner Referral – Level II





Universal Voluntary Consent to Exchange Information

Name of Client: _____ **WIOA Application #:** _____

Purpose. The Fresno Regional Workforce Development Board ("FRWDB") needs your permission to share personal information about you with certain organizations in order to best serve you.

Voluntary. **Your consent is voluntary.** If you do not consent, you will still receive Workforce Innovation and Opportunity Act ("WIOA") services; however, these services will be limited because, among other things, FRWDB will not be able to refer your case to another agency, co-enroll you in additional services, contact an employer to review your performance, or discuss your case with a school or training provider.

Scope of Information. This Consent covers all information that is personal to you, including, but not limited to, academic status and performance, employment status, skill assessment information, as well as services provided by other private or government agencies. This Consent does not authorize the exchange of any health (mental or physical) information.

Use of Information. By signing this Consent, you allow FRWDB to collect, use, and exchange your personal information with participating partners, employers, contractors, vocational training providers, public and private education institutions, and other entities with which FRWDB interacts or contracts on your behalf. FRWDB will use this information only to support and document your activities and outcomes, to post exit information, and to assess, plan, and facilitate the delivery of services for your benefit. FRWDB may share or receive this information either verbally, in writing, or by computer data transfer.

Release. By signing this Consent, you agree to release FRWDB, the City and County of Fresno, and all of their directors, officers, boards, employees, volunteers, agents, participating partners, and contractors from and against any liability and claims related to an unauthorized or accidental release of your personal information.

Expiration. This Consent automatically expires 15 months after you exit from your WIOA program. You may also revoke your consent earlier at any time by sending written notice to FRWDB's Quality Manager at the following address: 2125 Kern Street, Suite 208, Fresno, California 93721.

Signatures. This Consent is only valid if signed in the presence of an authorized member of your service provider's staff. A properly completed and signed photocopy of this Consent is as valid as the original. By signing, you acknowledge that you have received a copy of this Consent.

Minors. If a client is under 18, this Consent is only valid if signed by the client's parent or legal guardian. If you are signing on behalf of a minor child, an authorized staff member of your child's service provider will verify your parent or guardian status prior to accepting your signature.

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client Authorized Staff

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client's Parent/Legal Guardian Relationship to Client _____

This Consent was translated to _____ by _____ Dated: _____
Language Translator

Agency Summary of Services Provided
Non-Medical or Psychiatric

Date: _____

Referring Agency: _____

Participant Name: _____

Our agency is providing the services identified below, as of the date indicated above, to the named client.

Note to Agency: Please place an "X" in the first column if the service listed is being provided by your agency. Please provide comments, if applicable, in the third column.

X	Type of Service	Comments
	Assessment (Comprehensive)	
	Assessment (Initial)	
	Assessment (Skill Level)	
	Basic Labor Exchange	
	CalFresh	
	CalLearn	
	CalWorks	
	Child Care	
	Classroom Training	
	Community Service	
	Follow-up Services	
	General Relief	
	Homeless Assistance	
	Housing	
	Job Search/Job Placement	
	Medi-Cal	
	Occupational Skills Training	
	On The Job Training	
	Refugee Assistance	
	Transportation	
	Veteran Outreach	
	Vocational Rehabilitation	
	Welfare to Work	
	Work Experience	
	Workshops (specialized) Describe:	
	Other:	
	Other:	
	Other:	

Workforce Connection – Interest Worksheet

Name: _____ **Date:** _____ **Badge #** _____

Please check the following services you are interested in:

Job Search Assistance

☐ Former Military Service ☐ Disabilities Assistance ☐ Central Valley Professionals ☐ Farm Workers

☐ Ticket to Success ☐ Migrant Seasonal Farm Worker ☐ Senior Employment Assistance

☐ WIOA Services – CASAS Reading & Math Appraisal + Self Reliance Team (SRT) Interview

Youth Services

☐ Youth, ages 14-24

Workshops

☐ First Things First ☐ Career Pillar Interview Mentor

Career Development

☐ Health ☐ Manufacturing

☐ Government ☐ Infrastructure

Housing Assistance

☐ Rental Assistance/Section 8 ☐ Home Ownership Programs

☐ Homeless Assistance ☐ Emergency Shelter

Temporary Public Assistance

☐ CalWORKS Cash Assistance to Families with Children ☐ General Relief ☐ Food Stamps ☐ Medical Services

Educational Opportunities

☐ GED ☐ Community College ☐ Adult Basic Education ☐ English as a Second Language ☐ High School Diploma

Other _____

Please present this worksheet to your friendly Customer Service Specialist at the reception desk for further information & direction.

Fresno County America's Job Center of California
Level I Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

To:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services
(list name of agency and department or location)

Agency Name	Location	Phone #	Contact

Referral Reason:

Fresno County America's Job Center of California
Level II Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers		Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban		☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:		☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:		
AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
☐ EDD, Dept:		

To:

WIOA Career Services Providers		Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban		☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:		☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:		
AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services
(list name of agency and department or location)

Agency Name	Location	Phone #	Contact

Referral Reason:

Signed Release of information on file Y ☐ N ☐	Employment Plan: Y ☐ N ☐ Being Developed ☐ N/A ☐
Assessment Completed: Y ☐ N ☐ List assessment type:	Results:
Orientation: Y ☐ N ☐	

Appointment Time:	Date:	Appointment with:	Phone#:
		Address:	

I understand this referral is being made to better assist me in my employment goals.

Client Signature_____ Date: _____

Outcome:

MEMORANDUM OF UNDERSTANDING
Between
Fresno Regional Workforce Development Board
And
State Center Adult Education Consortium

In accordance with the Workforce Innovation and Opportunities Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereafter referred to as "WIOA"), the Fresno Regional Workforce Development Board (hereinafter referred to as the "WDB") shall develop a local plan, and enter into a Memorandum of Understanding ("MOU") with local America's Job Center One-Stop Partners (as defined in Section IV(B) below) regarding the operation of the local America's Job Center One-Stop System of service delivery (the "local One-Stop System") and the performance of the functions described in Section 121(e)(1) of the WIOA. MOUs must be executed between the WDB and the America's Job Center One-Stop Partners, with the agreement of the Chief Local Elected Official. The Chief Local Elected Official in the WDB's Local Workforce Development Area (collectively, the City and County of Fresno) has delegated to the WDB the ability to execute this MOU pursuant to that certain Joint Exercise of Powers Agreement dated May 19, 2009, as amended (the "Joint Powers Agreement").

I. VISION, MISSION AND GOAL OF THE FRESNO COUNTY AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) ONE-STOP SYSTEM

A. Vision

To fully engage all available public and private resources to ensure the Fresno Regional Workforce Development system as the premier source for the human capital needs of growth industry clusters within Fresno County. By integrating education and workforce preparation to assist the best companies in Fresno County to remain and thrive in our local community, to achieve sustainable economic growth. To concurrently assist our unemployed and underemployed residents to achieve a higher quality of life by access to such careers in growth industry sectors.

B. Mission

The Fresno Regional Workforce Development system, a Joint Powers Authority between the City and County of Fresno, in partnership with both the public and private sectors, exists primarily to assist local businesses in meeting their human capital needs. In this, we both (1) screen and train prospective new employees and (2) assist in upskilling existing employees. By offering such quality referral and training services, directly linked to local industry needs, we are of greatest benefit to our unemployed and underemployed clients.

II. PURPOSE OF MEMORANDUM OF UNDERSTANDING

A. To define, establish, and reinforce relationships between the WDB and the designated AJCC One-Stop Partners;

B. To define the roles and responsibilities of these entities in the performance of their combined goal of establishing a workforce development system through the local One-Stop System that is:

1. Integrated (offering as many employment, training, and education services as possible

for employers and individuals seeking jobs or wishing to enhance their skills and affording universal access to the system overall);

2. Comprehensive (offering to participant/customer a large array of useful information with wide and easy access to needed services);

3. Participant/customer-focused (providing the means for judging the quality of services and making informed choices); and

4. Performance-based (based on clear outcomes to be achieved, mutually negotiated outcomes and methods for measurements, and the means for measuring and attaining participant/customer satisfaction); and

C. To describe how cost of services and the operating cost of the local One-Stop System will be funded.

III. STATEMENT OF ISSUE

As a partner under the WIOA, State Center Adult Education Consortium (SCAEC), hereinafter referred to as the "Partner", enters into an MOU with the WDB regarding the manner in which the Partner will participate and provide access to their services through the local One-Stop System.

Partner is a consortium, formed as a result of the passage of Assembly Bill 86, that represents, in part, Adult Education schools and Community Colleges that fall within the boundaries of the State Center Community College District.

IV. DEFINITIONS

The following definitions apply to this MOU:

A. AJCC One-Stop Operator:
The WDB sub-contracted entity or entities designated to operate the local One-Stop System, provide Basic Career Services (as defined in Section IV(D) below), and to coordinate services within the local One-Stop System under the WIOA. Sometimes also referred to herein as the "One-Stop Operator"

B. AJCC One-Stop Partner:
An entity that carries out one or more programs or activities described herein, makes those programs or activities available to participants through the local One-Stop System, and participates in the operation of the local One-Stop System consistent with the terms of this MOU and with the requirements of their Authorizing Law (as defined in Section IV(C) below) by which the programs or activities are authorized under the WIOA. Sometimes also referred to herein as "Partner"

C. Authorizing Law:
Refers to each respective Partner's legal authority to engage in the specific programs or activities that the Partner will provide in connection with WIOA authorized programs, activities, or services.

D. Basic Career Services:

Services and resources available to the general public without enrollment into the WIOA program or any Partner's program. These services are overseen by the AJCC One-Stop Operator. These services include but are not limited to the following services, and are provided either by the WDB or by the Partners, as appropriate, applicable and allowable:

1. Determination of eligibility to receive WIOA-enrolled services.
2. Outreach, intake, and orientation to the services available through the One-Stop System.
3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs.
4. Labor exchange services, including the following:
   a. Job search, placement assistance, and career counseling, including information on in-demand industry sectors and occupations as well as nontraditional employment.
   b. Recruitment and other business services on behalf of employers in the local area, such as information and referral to specialized business services not traditionally offered through the local One-Stop System.
5. Referrals to, and coordination of activities with, other programs and services, including programs and services within the local One-Stop System and other workforce development programs.
6. Workforce and labor market employment statistics information, including information relating to local, regional, and national labor market areas, including the following:
   a. Job vacancy listings and the job skills necessary to obtain them.
   b. Information on local in-demand occupations and the earnings, skill requirements, and opportunities for advancement that accompany them.
7. Information on performance and program cost of eligible providers of training services, youth workforce development activities, adult education, career and technical education activities at the postsecondary level, career and technical education activities available to school dropouts, and vocational rehabilitation services.
8. Information regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the local One-Stop System.
9. Information on, and referral to, supportive services or assistance, including the following:
   a. Child care, child support, medical or child health assistance under title XIX or XXI of the Social Security Act.
   b. Benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008.
   c. Assistance through the earned income tax credit under section 32 of the Internal Revenue Code of 1986.
   d. Assistance under a state program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act.
   e. Other supportive services and transportation available in the local area.
10. Information and assistance regarding filing claims for unemployment compensation.

11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA.

E. Business Services:

The terms "Business Services" means services and resources available to employers in the local area and are provided by Partners and sub-contracted providers of services, with oversight by WDB staff, where applicable, appropriate and allowable. These services include, but are not limited to:

1. Labor exchange activities and labor market information;
2. Customized screening and referral of qualified participants in training services to employers;
3. Customized services to employers, employer associations, or other such organizations, on employment-related issues;
4. Customized recruitment events and related services for employers including targeted job fairs;
5. Human resource consultation services, including but not limited to assistance with:
   a. Writing/reviewing job descriptions and employee handbooks;
   b. Developing performance evaluation and personnel policies;
   c. Creating orientation sessions for new workers;
   d. Honing job interview techniques for efficiency and compliance;
   e. Analyzing employee turnover; or
   f. Explaining labor laws to help employers comply with wage/hour and safety/health regulations;
6. Customized labor market information for specific employers, sectors, industries or clusters;
7. Rapid Response and lay-off aversion; and
8. Other similar customized services.

F. Individualized Career Services:

The term Individualized Career Services means services available to persons who meet the eligibility requirements as defined in the WIOA and subsequent regulations. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include the following:
   a. Diagnostic testing and use of other assessment tools.
   b. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
2. Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.

3. Group counseling.
4. Individual counseling.
5. Career planning.
6. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.
7. Internships and work experiences linked to careers.
8. Workforce preparation activities.
9. Financial literacy services.
10. Out-of-area job search assistance and relocation assistance.
11. English language acquisition and integrated education and training programs.

G. AJCC Partner Services:

The term AJCC Partner Services means those services described in Section IX, Description of Services To Be Provided By Partner, of this MOU carried out under the Partner's Authorizing Law.

H. Participant/customer:

The term participant/customer is defined as a person or persons receiving integrated local One-Stop System employment, training, educational services, and/or business services for employers from any AJCC partner.

I. Training Services:

The term Training Services means services available to persons who meet the eligibility requirements as defined in the WIOA, subsequent regulations, and locally-defined prerequisites. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Occupational skills training, including training for nontraditional employment.
2. On-the-job training.
3. Incumbent worker training.
4. Programs that combine workplace training with related instruction, which may include cooperative education programs.
5. Training programs operated by the private sector.
6. Skill upgrading and retraining.
7. Pre-Apprenticeship and Apprenticeship training
8. Entrepreneurial training.
9. Transitional jobs (Work Experience).
10. Job readiness training provided in combination with another training service.

11. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service.
12. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.
13. Other similar training services

V. AJCC ONE-STOP PARTNER PARTICIPATION

Partner agrees to participate in a joint planning process which results in the development of the local and regional Strategic Plan submitted to the State in accordance with issued WIOA guidelines (the "Strategic Plan"). Partners agree to engage in planning, plan development, and activities, to result in:

A. Continuous partnership building between all parties to this MOU;

B. Continuous partnership building and planning responsive to State requirements;

C. Continuous partnership between State and local representatives engaged in WIOA activities and related workforce preparation and development;

D. Responsive to specific local and economic conditions, including employer needs;

E. Adherence to strategic planning principles adopted by the WIOA for long range planning, including the requirement for continuous improvement;

F. Adherence to common data collection and reporting, including needs for modification or change;

G. Diligence in developing coordinated local leadership in workforce development through:

H. Responsiveness to participant/customer needs;

I. Maintenance of system infrastructure;

J. Shared technology and information;

K. Performance management to measure the success of the local One-Stop System overall and to enhance performance in a spirit of quality management and continuous improvement.

L. Identification of each Partner's appropriate contribution to meeting the performance standards negotiated between the State of California and WDB.

VI. THE CUSTOMERS TO BE SERVED

The AJCC One-Stop Center will serve:

A. Those Fresno County residents, who are seeking employment, need guidance on how to make career choices, and building basic educational or occupational skills.

1. Priority of Service will be given to those who are (in order of priority):

a. Veterans and eligible spouses who are also recipients of public assistance, other low income individuals, or individuals who are basic skills deficient;

b. Individuals who are recipients of public assistance, other low income individuals, individuals who are basic skills deficient, or individuals with other barriers to employment.

c. Veterans and eligible spouses who are not included in WIOA's priority groups.

d. Other individuals not included in WIOA's priority groups.

B. Those businesses who are seeking a skilled and stable workforce; need guidance in various business operations or in need of assistance in case of reductions in force.

C. All AJCC One-Stop Center Services and Partner services will be available to all eligible residents no matter their English language proficiency or physical abilities.

VII. AMERICAN'S WITH DISABILITIES ACT COMPLIANCE

Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC and Partner's facilities are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

VIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. Partner agrees that no person shall, because of ethnic group identification, age, sex, gender identification, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving state or federal assistance. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

B. Partner assures compliance with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

IX. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE PARTNER

Partner agrees that they will provide access to all the services described below at the designated AJCC One-Stop and any other satellite location deemed appropriate by the Partner. Partner will participate in the creation of the local One-Stop System which provides for universal access and enables customers to become self-sufficient.

Partner will ensure that services are provided either by (i) assigning staff to the local AJCC One-Stop(s); and/or (ii) using a mutually developed referral process; and/or (iii) training the One-Stop Operator and other Partner staff to deliver information about the services available to eligible individuals; and/or (iv) using technology to provide services to participants/customers, except as noted below.

Partner will ensure that the needs of workers and youth, and individuals with barriers to employment, including but not limited to individuals with disabilities and limited English proficient individuals, are provided necessary and appropriate access to services, including access to technology and materials, available through the local One-Stop System.

Any Partner funded by Wagner-Peyser is required to be co-located in the Comprehensive America's Job Center One-Stop Center (as defined and identified in Section XI(A) below).

Partner agrees that it will provide One-Stop Partner Core Services to participants/customers and support local One-Stop System activities:

A. Provide General Education Diploma (GED) or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC.

B. Provide English as a Second Language (ESL) classes either by agreed to schedule or referral from the AJCC.

C. Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC.

D. Provide counseling services and assistance to WIOA enrolled participants who have expressed interest in attending State Center Community College District training programs that are approved and listed on the state Eligible Training Provider List.

X. WDB RESPONSIBILITIES

As authorized under the WIOA, and pursuant to the Joint Powers Agreement, the WDB will establish policies necessary for implementation of the WIOA in the local area and shall:

A. Develop and submit a local plan to the Governor;

B. Collaborate with other Workforce Development Boards to develop a Regional Plan

C. Identify eligible AJCC One-Stop Operators by awarding grants or contracts on a competitive basis;

D. Conduct programmatic and fiscal reviews of the WIOA services provided by sub-contracted program providers of services, training services providers and report to the WDB the results of those reviews.

E. Identify eligible providers of youth activities in the local area by awarding grants or contracts on a competitive basis based on the recommendations of the local youth council;

F. Identify eligible providers of training services in the local area by awarding grants or contracts on a competitive basis;

G. Identify eligible providers of Individualized Career Services in the local area by awarding grants or contracts on a competitive basis;

H. Provide adequate facilities for the Partners as needed and as funding allows;

I. Develop a local One-Stop System budget for the purpose of carrying out the duties of the WDB;

J. Solicit and accept grants and donations from sources other than federal funds made available under WIOA;

K. Conduct regular program and physical plant assessments for compliance to federal, state and local Equal Opportunity and Americans with Disabilities Act regulations as required by law.

L. Negotiate local performance measures;

M. Coordinate the workforce development activities carried out in the local area with economic development strategies and develop other employer linkages with such activities;

N. Promote participation by private sector employers in the statewide workforce development system and help such employers meet their hiring needs using the system by providing connecting, brokering, and coaching activities to the employers;

O. Make available to the public, on a regular basis through open meetings and/or through publications online, information regarding the activities of the WDB, including information regarding the Strategic Plan prior to submission of the Strategic Plan, membership, the designation and certification of AJCC One-Stop Operator(s), the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of formal meetings of the WDB;

P. Negotiate and enter into an MOU with each AJCC One-Stop Partner which meet the requirements of the WIOA and sets forth their respective responsibilities for making a full range of services available through the local One-Stop System; and shall modify this MOU to add additional Partners as needed for the benefit of the community and system.

XI. LOCATION OF AMERICA'S JOB CENTER ONE-STOP SITES

A. The WDB will establish a minimum of one physical location called the "Comprehensive AJCC" within the workforce development area in which all AJCC One-Stop Partners will provide access to the services provided under the WIOA. The parties agree that the Comprehensive AJCC shall be located at the Manchester Shopping Center, 3302 N. Blackstone Avenue, Fresno, California 93726. This location may be changed by the WDB during the term of this MOU upon thirty (30) days advance notice of such change to the Partners. Each Partner agrees that it will provide access to the services described in this MOU at such location and any other satellite location deemed appropriate by each Partner, with concurrence of the WDB.

B. If the WDB establishes additional AJCC One-Stop Centers within its local workforce development area, each Partner will determine the extent and manner in which it will participate in such additional centers. However, access to each Partner's services will be made available at all locations, either with on-site staff, via technology, or referral to the nearest office of the Partner.

C. The Partner commits to providing information and access to all AJCC Partner services, as

described in this MOU, at each of its service locations.

XII. METHODS OF REFERRAL

A. The WDB, through its designated AJCC One-Stop Operator(s), and the Partners agree to utilize the approved referral processes and forms for common intake and referral among the AJCC One-Stop Partners and providers of services. The WDB and Partners developed a universal referral system and form that is used for all cross-agency referrals, copies of which are attached hereto, and incorporated herein, as Attachment 3

B. The WDB and Partner agree to train and provide technical assistance to the appropriate staff of each of the other participating AJCC One-Stop Partners and sub-contracted providers of services on topics that include but are not limited to eligibility for and scope of allowable services for the partner's programs.

C. Partner agrees to suggest appropriate referrals for its applicants and clients, the availability of additional services from other AJCC partners if they determine the client could benefit from those referral(s).

D. A listing of Partner Services Partner Sites and Locations can be found in Attachments 1 and 2, respectfully referral purposes.

XIII. CONFIDENTIALITY

Partner shall be in strict conformance with all applicable federal, State of California and/or local laws and regulations relating to confidentiality including Welfare and Institutions Code section 10850 and insure that all applications and records concerning participants/customers shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly connected with the administration of the local One-Stop System. The Partner shall inform all of its employees, agents, officers, subcontractors, Board members, or partners of this provision and that any person knowingly and intentionally violating this provision is guilty of a misdemeanor.

A. All participant/customer applications and records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services. Signed information releases will be obtained where appropriate.

B. Partner agrees to share information either agreed upon by them or as interpreted by the Chief Local Elected Official or designee to be necessary for the administration of the local One-Stop System. Partner shall obtain signed releases allowing for the sharing of participant/customer information necessary for provision of services under the WIOA; i.e. assessment; universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.

C. At any time an America's Job Center One-Stop Partner requests confidential information regarding another Partner's participant/customer, the request shall be accompanied by a written Release of Confidential Information signed by the participant/customer.

XIV. GRIEVANCES AND COMPLAINTS

Partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative remedy in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

XV. COST ALLOCATION – Phase I

A. It is expressly understood that this Phase 1 MOU does not constitute a financial commitment, but rather intent to commit specific resources, including financial, in the future as the partner's allocations and budgets are known.

B. Partner commits to work collaboratively with the WDB and other AJCC One-Stop Partners to participate in the implementation of the Resource Sharing Agreement (RSA) process in order to have finalized RSAs by December 31, 2017 for Program Year 2017-2018.

XVI. TERM AND RENEWAL OF MOU

A. The term of this MOU is from July 1, 2016 to June, 30, 2019, unless it is terminated earlier as provided in Section XVIII, below.

B. This MOU is of no force or effect until signed by authorized representatives of the participating America's Job Center One-Stop Partner and the WDB. Once signed thereby, this MOU is effective commencing upon July 1, 2016, and shall supersede in its entirety any MOU entered into previously by and between the participating AJCC One-Stop Partner and the WDB.

C. The MOU, once signed, becomes a part of the local Strategic Plan.

XVII. REVISIONS AND MODIFICATIONS

This MOU may be revised or modified with the approval of both the WDB and of the Partner.

XVIII. TERMINATION

Partner may terminate its participation in this MOU upon thirty (30) days written notice to the WDB; or The WDB may terminate this MOU upon thirty (30) days written notice of such termination to partner.

XIX. NOTICE

Any notice required or permitted to be given by any party to this MOU shall be deemed given upon personal delivery to the other parties or two (2) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other parties at the following addresses or to such other address as the parties may provide by written notice given in accordance herewith:

Fresno Regional Workforce Development Board Attn: Blake Konczal, Executive Director 2125 Kern Street, Suite 208	Partner's address as identified on the signature page below.

Fresno, CA 93721

XX. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that the Partner and its staff are subject to their existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. The WDB will assure to the extent possible that the One-Stop Operator will work with all Partners in developing and implementing policies and procedures for the One-Stop System, in order to avoid inconsistencies with their respective policies, procedures, regulations and collective bargaining agreements.

XXI. SHARED INFORMATION AND SYSTEM SECURITY

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

A. Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other applicable statutes or requirements.

B. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.

C. System security provisions shall be agreed upon by all partners.

XXII. PUBLIC COMMUNICATIONS AND BRANDING RELATED TO WIOA SERVICES

A. All communications must be approved by the WDB Marketing Manager or Executive Director prior to the communication.

B. Partner agrees to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage.

XXIII. DISPUTE RESOLUTION

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

XXIV. INDEMNIFICATION

Except as otherwise expressly provided in this MOU and to the fullest extent of the law, each party shall indemnify and hold harmless (the "Indemnifying Party") the other parties, including the One-Stop Operator and the WDB, and their respective partners, directors, officers, agents, customers and employees (the "Indemnified Parties") from and against any and all losses, costs, expenses (including reasonable attorneys', experts' and consultants' fees and court costs at all levels of proceedings), damages and/or liabilities which any of the Indemnified Parties may sustain or incur in connection with or arising out of the performance of this MOU or any breach by the Indemnifying Party of its obligations under this MOU, except to the extent the foregoing is caused by the gross negligence or willful misconduct of the Indemnified Parties. The terms of this Section XXV shall survive the termination of this MOU.

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Signatures:

In WITNESS THEREOF, the parties to this Memorandum of Understanding execute this agreement.

Dated: June 23 2016 BY [signature]

Paul Bauer, FRWDB Board Chairperson
Fresno Regional Workforce Development Board
2125 Kern Street, Suite 208
Fresno, CA 93721

Dated: June 30 2016

BY Sherri Watkins

Sherri Watkins, Executive Director
State Center Adult Education Consortium
390 W. Fir Avenue, Suite 204
Clovis, CA 93611

APPROVED BY THE COUNTY OF FRESNO AS TO ITS CAPACITY AS CHIEF LOCAL ELECTED OFFICIAL (CLEO):

By: _____
Ernest Buddy Mendes, Chairman
Board of Supervisors

BERNICE E. SEIDEL, CLERK
Board of Supervisors

By: Susan Bishop, Deputy

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By: _____

Date: 7-25-16

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California.

CITY OF FRESNO,
A California municipal corporation

Dated: 8/26/16

By: _____
Bruce Rudd
City Manager

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy Marco Martinez-Vasquez
8/26/16

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____ 8/26/16
Brandon M. Collet Date
Deputy City Attorney

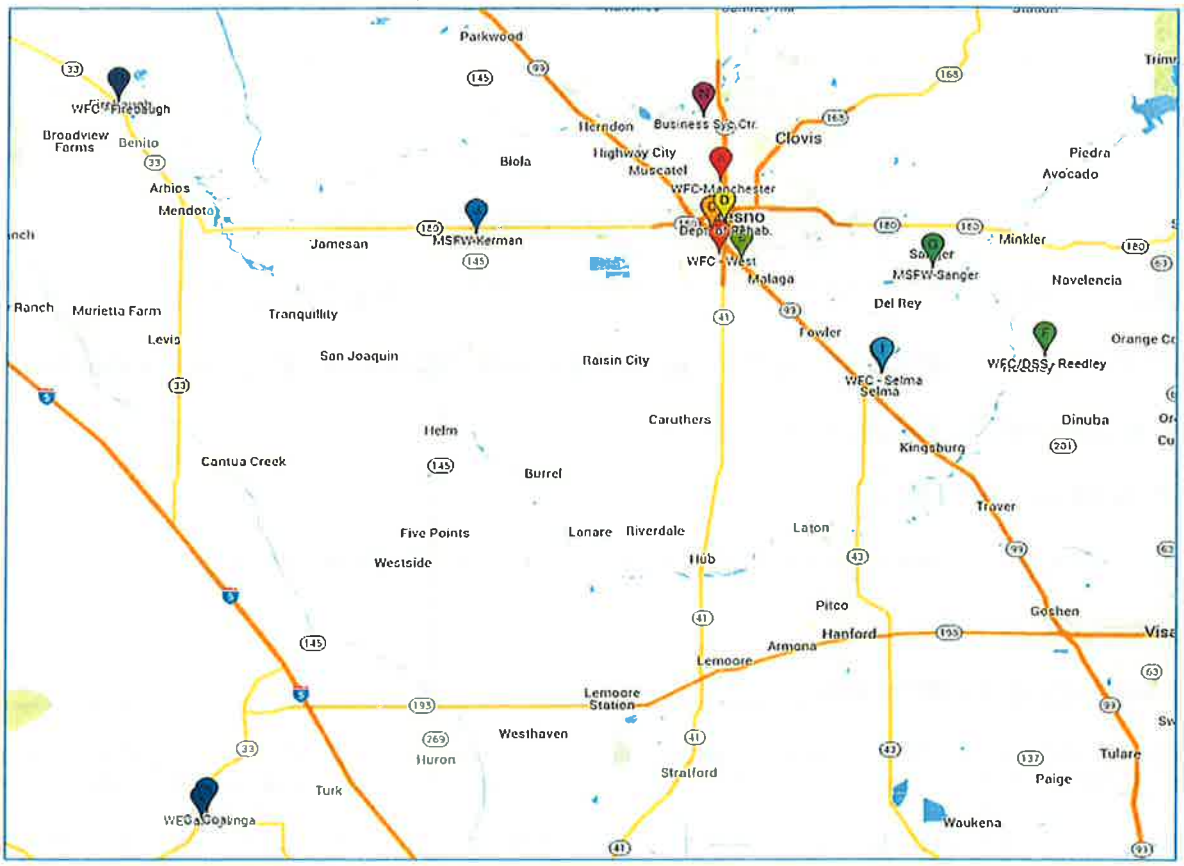
One Stop Partners and Services Provided

Partner	Services Provided
Department of Social Services	Will be co-located at Manchester and Reedley AJCCs. Assistance with reception duties; assistance with Job Fairs and employer services events; participate in scholarship panels; liason between AJCC partners, DSS staff and participants; Welfare-to Work case management; participate on Self Reliance Team; CalWORKs Intake and CalFresh/Medi-Cal services (Reedley only).
Department of Rehabilitation	Disability Awareness training to frontline AJCC staff; Co-location of DOR staff at Manchester AJCC; Training to AJCC staff and core partners on Competitive Integrated Employment.
Employment Development Department	Workforce Services: Will be co-located at Manchester, Fresno West, Reedley AJCCs. California Training Benefits; CalJOBS; Employer Services; Fidelity Bonding services; H-2A Temporary Agriculture Program; Jobs for Veterans services; Migrant Seasonal Farmworker services; personal job search assistance workshops; assist with Rapid Response events; Trade Adjustment Assistance; Work Opportunity Tax Credits; assistance with Worker Adjustment Retraining Notification Act; Youth Employment Opportunity Program/Youth Services. Labor Market Information Division: Labor Market Information in support of Basic Career Services; occupational guides/profiles; wage data; skills information and transference; education and licensing requirements; in-demand occupations listings; crosswalks for occupation and education program offerings; state-wide Eligible Training Provider List; commute pattern data. Unemployment Insurance Branch: UI claim information upon request (per process); worker profiling and re-employment services; UI Public Services Program; In-person guidance to individuals filing for UI claims utilizing on-line tools; Assistance to AJCC staff and customers for California Training Benefits; Collaborate with partners and AJCC staff on TAA process and requirements; participate in local Rapid Response events and roundtable meetings; provide lay-off aversion information to employers.
Fresno Economic Opportunities Commission	Support AJCC staff with referrals to any Community Services Block Grant services and any other service available through EOC, depending on eligibility requirements; depending on need and space availability, the following programs could co-locate in the AJCC: Women, Infants and Children (WIC) and Low-Income Home Energy Assistance (LIHEAP). Will provide CSBB services information via technology in the AJCC and Orientation.
State Center Adult Education Consortium	In the State Center Community College District area (urban Fresno County, east side rural area), provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC; provide counseling services and assistance to WIOA enrolled participants who have expressed interest in attending State Center Community College District training programs that are approved and listed on the state Eligible Training Provider List. All of these services will be provided by the adult schools and community college campuses who make up this consortium.

West Hills Adult Education Consortium	In the West Hills Community College District area (urban Fresno County, west side rural area), Provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC These services will be provided by the adult schools located in Fresno County who are members of this consortium.
Proteus Migrant Seasonal Farm Worker	Will provide outreach and recruitment for the Migrant Seasonal Farm Worker Program; conduct eligibility determination; case management; career counseling; orientation; skills assessment; co-enrollment with other appropriate agencies; provide Youth Farmworker Services; job placement services.
AARP Foundation	Will provide outreach, intake and Orientation services; provide information and referrals to supportive services available to eligible persons; provide group presentations; provide Older Americans workshops, as needed or requested; provide group counseling services; Short-term pre-vocational services; specialized assessments; health screening; organize monthly support group meetings for Older Americans; provide staffing support to the Manchester AJCC resource room and clerical support to co-located partner staff.
Job Corp	Eligibility determination for Job Corp services; initial assessments for Job Corp services; individual and group counseling/mentoring; short term pre-vocational services; internships/work experiences linked to careers; soft skills development; financial literacy workshops; occupational job training related to Job Corp; job readiness workshops/training; GED/HS diploma assistance; information about Job Corp provided in literature and electronically; participate in Self Reliance Team panels.
West Hills Community College District	**TO BE DETERMINED ONCE MOU IS FINALIZED**
Small Business Administration	**TO BE DETERMINED ONCE MOU IS FINALIZED**
Fresno Housing Authority	**TO BE DETERMINED ONCE MOU IS FINALIZED**
California Indian Manpower Consortium	**TO BE DETERMINED ONCE MOU IS FINALIZED**

Attachment 2

Fresno Regional Workforce Development Board & Partner Workforce Services Centers



A. Workforce Connection Manchester
Arthur Moss-559.230.1100
3302 N. Blackstone Ave. Suite 155,
Fresno CA 93726

B. Workforce Connection - West
559-445-6747
2555 S. Elm Ave., Fresno CA 93706

C. Dept. of Social Services – Fresno
559.600.2650
1209 E Street
Fresno, CA 93706

D. Ca. Department of Rehabilitation
559.445.6011
2550 Mariposa Mall, Rm. 2000
Fresno, CA 93721

E. Migrant Seasonal Farm Worker-Fresno
3454 E. Date Ave.
Fresno, CA 93725
559.473.4485

F. Workforce Connection/Dept. of Social Services - Reedley
Cynthia Rye – 559.637.2444
DSS – 559.637.2971
1680 E. Manning Ave. Reedley, CA 93654

G. Migrant Seasonal Farm Worker-Sanger
1849 Academy Ave.
Sanger, CA 93657
559.875.7146

H. Workforce Connection - Selma
Adolofo Recinos-559.891.0135
MSFW-559.891.0135
3706 McCall Ave. Suite 116 Selma, CA 93662

I. Dept. of Social Services – Selma
559.600.5205
3800 McCall Ave.
Selma, CA 93662

J. Migrant Seasonal Farm Worker-Kerman
437 S. Madera Ave.
Kerman, CA 93630
559.473.4489

K. Workforce Connection Coalinga
Robert Pimentel-559.937.2793
300 Cherry Ln. Bldg. A,
Coalinga, CA 93210

L. Dept. of Social Services – Coalinga
559.600.6300
311 Coalinga Plaza
Coalinga, CA 93210

M. Workforce Connection Firebaugh
Robert Pimentel-559-937-2793
1511 9th St.,
Firebaugh, CA 93622

N. Business Service Center
7475 N. Palm Ave., Suite 105
Fresno, CA 93711
559.230.4062

Fresno Regional Workforce Development Board

A proud member of America's Job Center of California[SM] Network

2125 Kern Street, Suite 208 • Fresno, California 93721 • 559.490.7100 • Fax 559.490.7199 •
www.workforce-connection.com

Blake Konczal, Executive Director

OPERATIONAL DIRECTIVE

FRWIB OD # 06-16 **Date Released: July 1, 2016**

To: All Fresno Regional Workforce Development Board AJCC Partners and Service Providers

From: Blake Konczal, Executive Director

Effective Date: July 1, 2016

Subject: America's Job Centers of California (AJCC) Partner Referral Process

Applicable Program: All

Revision History: Initial Release

This Operational Directive (OD) replaces the referral process described in OD 35-05, Partner Co-Enrollment and Referral Process. This OD obsoletes Form REG-102, Universal Referral Checklist and adds updated referral forms.

Partners may be required to use their own Release of Information form, instead of the Universal Release of Information (Form REG-100) when making referrals to other Partners. Those Partners are required to identify the approved form to be used when referring clients from their organization.

Purpose

As mandated by the Workforce Innovation and Opportunity Act (WIOA), each Local Workforce Development Area (LWDA) is required to have a documented process for referrals between partner agencies, as defined by WIOA (mandated partners) and the local Board as AJCC partners (local one-stop partners).

The intent of a referral activity is to ensure that needed services for a client are provided through the most appropriate funding stream in the most efficient manner and are not duplicative. The client should have an experience that is as seamless as possible.

This OD describes, on page 2, the steps to be taken to facilitate a referral between any Partner agency, including any of Fresno County's WIOA-funded programs, and to track the outcome of those referrals.

Each partner is required to identify all departments that provide the services described in their individual Partner Memorandum of Understanding (MOU) with the Fresno Regional Workforce Development Board. Additionally, each partner and sub-contracted provider of service is required to identify a single point of contact (SPOC) for all referrals to their agency and their full contact information (telephone number and email address). The FRWDB Quality Systems Manager will be responsible for maintaining and disseminating this information.

PROCESS

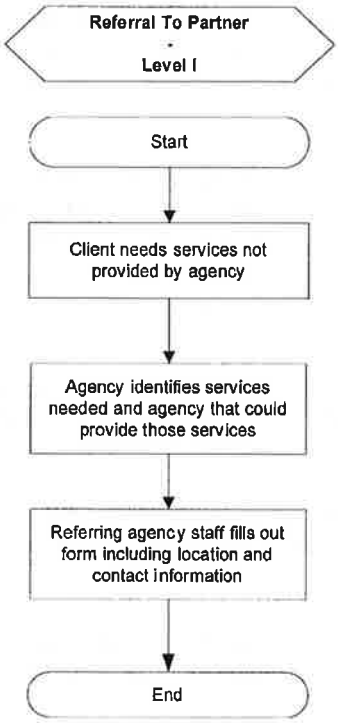
Level I – Referrals to other partners or community services for perceived or stated needs of clients. Use Form REG-108. There will be no follow-up for Level I Referrals. Referrals will be counted and reported, when appropriate.

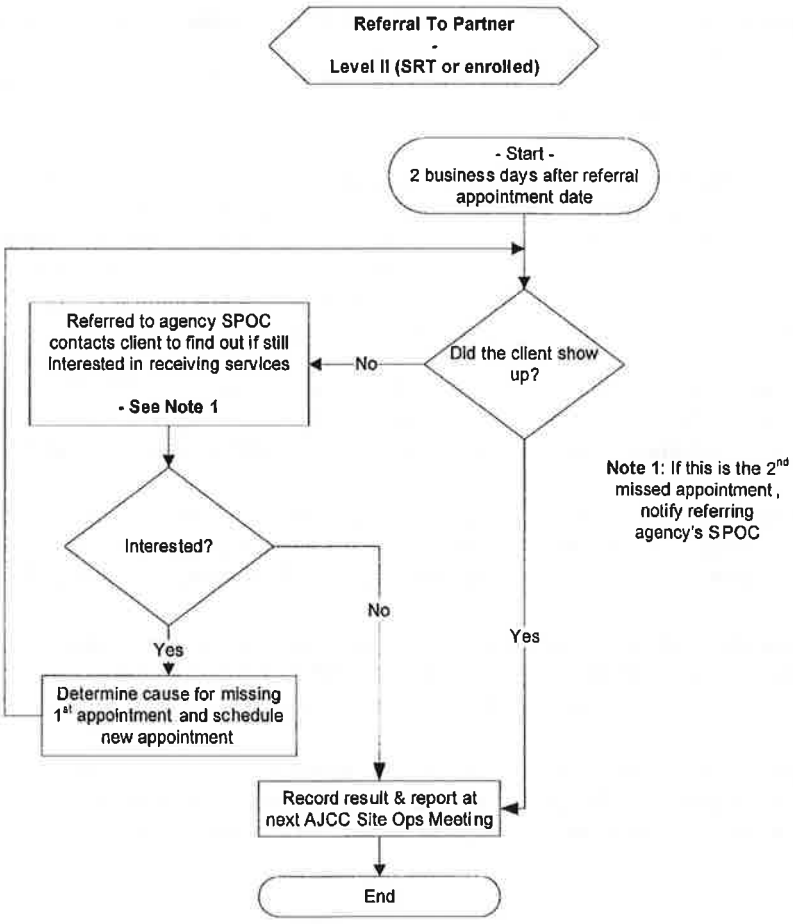
Level II – Direct referral between partners for specific services. Use Form # REG-109. Referring partner will fill out the form, contact the referred to agency single point of contact (SPOC) and make appointment for client if

appropriate. Referral to be scanned to referred agency and copy given to client. Review the referral with the client. Referring Partner will file the original referral form.

If any questions, please contact the FRWDB Program Manager.

Forms: REG-100 – Universal Release of Information (Partners may require the use of their own Release of Information form in order to release client specific information).
REG-101 – Agency Summary of Services Checklist
REG-104 – Interest Checklist
REG-108 – AJCC Partner Referral – Level I
REG-109 – AJCC Partner Referral – Level II





Universal Voluntary Consent to Exchange Information

Name of Client: _____ **WIOA Application #:** _____

Purpose. The Fresno Regional Workforce Development Board ("FRWDB") needs your permission to share personal information about you with certain organizations in order to best serve you.

Voluntary. **Your consent is voluntary.** If you do not consent, you will still receive Workforce Innovation and Opportunity Act ("WIOA") services; however, these services will be limited because, among other things, FRWDB will not be able to refer your case to another agency, co-enroll you in additional services, contact an employer to review your performance, or discuss your case with a school or training provider.

Scope of Information. This Consent covers all information that is personal to you, including, but not limited to, academic status and performance, employment status, skill assessment information, as well as services provided by other private or government agencies. This Consent does not authorize the exchange of any health (mental or physical) information.

Use of Information. By signing this Consent, you allow FRWDB to collect, use, and exchange your personal information with participating partners, employers, contractors, vocational training providers, public and private education institutions, and other entities with which FRWDB interacts or contracts on your behalf. FRWDB will use this information only to support and document your activities and outcomes, to post exit information, and to assess, plan, and facilitate the delivery of services for your benefit. FRWDB may share or receive this information either verbally, in writing, or by computer data transfer.

Release. By signing this Consent, you agree to release FRWDB, the City and County of Fresno, and all of their directors, officers, boards, employees, volunteers, agents, participating partners, and contractors from and against any liability and claims related to an unauthorized or accidental release of your personal information.

Expiration. This Consent automatically expires 15 months after you exit from your WIOA program. You may also revoke your consent earlier at any time by sending written notice to FRWDB's Quality Manager at the following address: 2125 Kern Street, Suite 208, Fresno, California 93721.

Signatures. This Consent is only valid if signed in the presence of an authorized member of your service provider's staff. A properly completed and signed photocopy of this Consent is as valid as the original. By signing, you acknowledge that you have received a copy of this Consent.

Minors. If a client is under 18, this Consent is only valid if signed by the client's parent or legal guardian. If you are signing on behalf of a minor child, an authorized staff member of your child's service provider will verify your parent or guardian status prior to accepting your signature.

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client Authorized Staff

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client's Parent/Legal Guardian Relationship to Client _____

This Consent was translated to _____ by _____ Dated: _____
Language Translator

Agency Summary of Services Provided
Non-Medical or Psychiatric

Date: _____

Referring Agency: _____

Participant Name: _____

Our agency is providing the services identified below, as of the date indicated above, to the named client.

Note to Agency: Please place an "X" in the first column if the service listed is being provided by your agency. Please provide comments, if applicable, in the third column.

X	Type of Service	Comments
	Assessment (Comprehensive)	
	Assessment (Initial)	
	Assessment (Skill Level)	
	Basic Labor Exchange	
	CalFresh	
	CalLearn	
	CalWorks	
	Child Care	
	Classroom Training	
	Community Service	
	Follow-up Services	
	General Relief	
	Homeless Assistance	
	Housing	
	Job Search/Job Placement	
	Medi-Cal	
	Occupational Skills Training	
	On The Job Training	
	Refugee Assistance	
	Transportation	
	Veteran Outreach	
	Vocational Rehabilitation	
	Welfare to Work	
	Work Experience	
	Workshops (specialized) Describe:	
	Other:	
	Other:	
	Other:	

Workforce Connection – Interest Worksheet

Name: _____ **Date:** _____ **Badge #** _____

Please check the following services you are interested in:

Job Search Assistance

☐ Former Military Service ☐ Disabilities Assistance ☐ Central Valley Professionals ☐ Farm Workers

☐ Ticket to Success ☐ Migrant Seasonal Farm Worker ☐ Senior Employment Assistance

☐ WIOA Services – CASAS Reading & Math Appraisal + Self Reliance Team (SRT) Interview

Youth Services

☐ Youth, ages 14-24

Workshops

☐ First Things First ☐ Career Pillar Interview Mentor

Career Development

☐ Health ☐ Manufacturing

☐ Government ☐ Infrastructure

Housing Assistance

☐ Rental Assistance/Section 8 ☐ Home Ownership Programs

☐ Homeless Assistance ☐ Emergency Shelter

Temporary Public Assistance

☐ CalWORKS Cash Assistance to Families with Children ☐ General Relief ☐ Food Stamps ☐ Medical Services

Educational Opportunities

☐ GED ☐ Community College ☐ Adult Basic Education ☐ English as a Second Language ☐ High School Diploma

Other _____

Please present this worksheet to your friendly Customer Service Specialist at the reception desk for further information & direction.

Fresno County America's Job Center of California
Level I Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

To:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services
(list name of agency and department or location)

Agency Name	Location	Phone #	Contact

Referral Reason:

Fresno County America's Job Center of California
Level II Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
☐ EDD, Dept:		

To:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services
(list name of agency and department or location)

Agency Name	Location	Phone #	Contact

Referral Reason:

Signed Release of information on file Y ☐ N ☐	Employment Plan: Y ☐ N ☐ Being Developed ☐ N/A ☐
Assessment Completed: Y ☐ N ☐ List assessment type:	Results:
Orientation: Y ☐ N ☐	

Appointment Time:	Date:	Appointment with:	Phone#:
		Address:	

I understand this referral is being made to better assist me in my employment goals.

Client Signature_____ Date: _____

Outcome:

MEMORANDUM OF UNDERSTANDING
Between
Fresno Regional Workforce Development Board
And
West Hills Adult Education Consortium

In accordance with the Workforce Innovation and Opportunities Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereafter referred to as "WIOA"), the Fresno Regional Workforce Development Board (hereinafter referred to as the "WDB") shall develop a local plan, and enter into a Memorandum of Understanding ("MOU") with local America's Job Center One-Stop Partners (as defined in Section IV(B) below) regarding the operation of the local America's Job Center One-Stop System of service delivery (the "local One-Stop System") and the performance of the functions described in Section 121(e)(1) of the WIOA. MOUs must be executed between the WDB and the America's Job Center One-Stop Partners, with the agreement of the Chief Local Elected Official. The Chief Local Elected Official in the WDB's Local Workforce Development Area (collectively, the City and County of Fresno) has delegated to the WDB the ability to execute this MOU pursuant to that certain Joint Exercise of Powers Agreement dated May 19, 2009, as amended (the "Joint Powers Agreement").

I. VISION, MISSION AND GOAL OF THE FRESNO COUNTY AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) ONE-STOP SYSTEM

A. Vision
To fully engage all available public and private resources to ensure the Fresno Regional Workforce Development system as the premier source for the human capital needs of growth industry clusters within Fresno County. By integrating education and workforce preparation to assist the best companies in Fresno County to remain and thrive in our local community, to achieve sustainable economic growth. To concurrently assist our unemployed and underemployed residents to achieve a higher quality of life by access to such careers in growth industry sectors.

B. Mission
The Fresno Regional Workforce Development system, a Joint Powers Authority between the City and County of Fresno, in partnership with both the public and private sectors, exists primarily to assist local businesses in meeting their human capital needs. In this, we both (1) screen and train prospective new employees and (2) assist in upskilling existing employees. By offering such quality referral and training services, directly linked to local industry needs, we are of greatest benefit to our unemployed and underemployed clients.

II. PURPOSE OF MEMORANDUM OF UNDERSTANDING

A. To define, establish, and reinforce relationships between the WDB and the designated AJCC One-Stop Partners;

B. To define the roles and responsibilities of these entities in the performance of their combined goal of establishing a workforce development system through the local One-Stop System that is:

1. Integrated (offering as many employment, training, and education services as possible

for employers and individuals seeking jobs or wishing to enhance their skills and affording universal access to the system overall);

2. Comprehensive (offering to participant/customer a large array of useful information with wide and easy access to needed services);

3. Participant/customer-focused (providing the means for judging the quality of services and making informed choices); and

4. Performance-based (based on clear outcomes to be achieved, mutually negotiated outcomes and methods for measurements, and the means for measuring and attaining participant/customer satisfaction); and

C. To describe how cost of services and the operating cost of the local One-Stop System will be funded.

III. STATEMENT OF ISSUE

As a partner under the WIOA, West Hills Adult Education Consortium (WHAEC), hereinafter referred to as the "Partner", enters into an MOU with the WDB regarding the manner in which the Partner will participate and provide access to their services through the local One-Stop System.

Partner is a consortium, formed as a result of the passage of Assembly Bill 86, that represents, in part, Adult Education schools that fall within the boundaries of the West Hills Community College District, within Fresno County.

IV. DEFINITIONS

The following definitions apply to this MOU:

A. AJCC One-Stop Operator:
The WDB sub-contracted entity or entities designated to operate the local One-Stop System, provide Basic Career Services (as defined in Section IV(D) below), and to coordinate services within the local One-Stop System under the WIOA. Sometimes also referred to herein as the "One-Stop Operator"

B. AJCC One-Stop Partner:
An entity that carries out one or more programs or activities described herein, makes those programs or activities available to participants through the local One-Stop System, and participates in the operation of the local One-Stop System consistent with the terms of this MOU and with the requirements of their Authorizing Law (as defined in Section IV(C) below) by which the programs or activities are authorized under the WIOA. Sometimes also referred to herein as "Partner"

C. Authorizing Law:
Refers to each respective Partner's legal authority to engage in the specific programs or activities that the Partner will provide in connection with WIOA authorized programs, activities, or services.

D. Basic Career Services:

Services and resources available to the general public without enrollment into the WIOA program or any Partner's program. These services are overseen by the AJCC One-Stop Operator. These services include but are not limited to the following services, and are provided either by the WDB or by the Partners, as appropriate, applicable and allowable:

1. Determination of eligibility to receive WIOA-enrolled services.
2. Outreach, intake, and orientation to the services available through the One-Stop System.
3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs.
4. Labor exchange services, including the following:
   a. Job search, placement assistance, and career counseling, including information on in-demand industry sectors and occupations as well as nontraditional employment.
   b. Recruitment and other business services on behalf of employers in the local area, such as information and referral to specialized business services not traditionally offered through the local One-Stop System.
5. Referrals to, and coordination of activities with, other programs and services, including programs and services within the local One-Stop System and other workforce development programs.
6. Workforce and labor market employment statistics information, including information relating to local, regional, and national labor market areas, including the following:
   a. Job vacancy listings and the job skills necessary to obtain them.
   b. Information on local in-demand occupations and the earnings, skill requirements, and opportunities for advancement that accompany them.
7. Information on performance and program cost of eligible providers of training services, youth workforce development activities, adult education, career and technical education activities at the postsecondary level, career and technical education activities available to school dropouts, and vocational rehabilitation services.
8. Information regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the local One-Stop System.
9. Information on, and referral to, supportive services or assistance, including the following:
   a. Child care, child support, medical or child health assistance under title XIX or XXI of the Social Security Act.
   b. Benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008.
   c. Assistance through the earned income tax credit under section 32 of the Internal Revenue Code of 1986.
   d. Assistance under a state program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act.
   e. Other supportive services and transportation available in the local area.
10. Information and assistance regarding filing claims for unemployment compensation.

11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA.

E. Business Services:

The terms "Business Services" means services and resources available to employers in the local area and are provided by Partners and sub-contracted providers of services, with oversight by WDB staff, where applicable, appropriate and allowable. These services include, but are not limited to:

1. Labor exchange activities and labor market information;
2. Customized screening and referral of qualified participants in training services to employers;
3. Customized services to employers, employer associations, or other such organizations, on employment-related issues;
4. Customized recruitment events and related services for employers including targeted job fairs;
5. Human resource consultation services, including but not limited to assistance with:
   a. Writing/reviewing job descriptions and employee handbooks;
   b. Developing performance evaluation and personnel policies;
   c. Creating orientation sessions for new workers;
   d. Honing job interview techniques for efficiency and compliance;
   e. Analyzing employee turnover; or
   f. Explaining labor laws to help employers comply with wage/hour and safety/health regulations;
6. Customized labor market information for specific employers, sectors, industries or clusters;
7. Rapid Response and lay-off aversion; and
8. Other similar customized services.

F. Individualized Career Services:

The term Individualized Career Services means services available to persons who meet the eligibility requirements as defined in the WIOA and subsequent regulations. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include the following:
   a. Diagnostic testing and use of other assessment tools.
   b. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
2. Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the

participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.

3. Group counseling.
4. Individual counseling.
5. Career planning.
6. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.
7. Internships and work experiences linked to careers.
8. Workforce preparation activities.
9. Financial literacy services.
10. Out-of-area job search assistance and relocation assistance.
11. English language acquisition and integrated education and training programs.

G. AJCC Partner Services:

The term AJCC Partner Services means those services described in Section IX, Description of Services To Be Provided By Partner, of this MOU carried out under the Partner's Authorizing Law.

H. Participant/customer:

The term participant/customer is defined as a person or persons receiving integrated local One-Stop System employment, training, educational services, and/or business services for employers from any AJCC partner.

I. Training Services:

The term Training Services means services available to persons who meet the eligibility requirements as defined in the WIOA, subsequent regulations, and locally-defined prerequisites. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Occupational skills training, including training for nontraditional employment.
2. On-the-job training.
3. Incumbent worker training.
4. Programs that combine workplace training with related instruction, which may include cooperative education programs.
5. Training programs operated by the private sector.
6. Skill upgrading and retraining.
7. Pre-Apprenticeship and Apprenticeship training
8. Entrepreneurial training.
9. Transitional jobs (Work Experience).

10. Job readiness training provided in combination with another training service.

11. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service.

12. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

13. Other similar training services

V. AJCC ONE-STOP PARTNER PARTICIPATION

Partner agrees to participate in a joint planning process which results in the development of the local and regional Strategic Plan submitted to the State in accordance with issued WIOA guidelines (the "Strategic Plan"). Partners agree to engage in planning, plan development, and activities, to result in:

A. Continuous partnership building between all parties to this MOU;

B. Continuous partnership building and planning responsive to State requirements;

C. Continuous partnership between State and local representatives engaged in WIOA activities and related workforce preparation and development;

D. Responsive to specific local and economic conditions, including employer needs;

E. Adherence to strategic planning principles adopted by the WIOA for long range planning, including the requirement for continuous improvement;

F. Adherence to common data collection and reporting, including needs for modification or change;

G. Diligence in developing coordinated local leadership in workforce development through:

H. Responsiveness to participant/customer needs;

I. Maintenance of system infrastructure;

J. Shared technology and information;

K. Performance management to measure the success of the local One-Stop System overall and to enhance performance in a spirit of quality management and continuous improvement.

L. Identification of each Partner's appropriate contribution to meeting the performance standards negotiated between the State of California and WDB.

VI. THE CUSTOMERS TO BE SERVED

The AJCC One-Stop Center will serve:

A. Those Fresno County residents, who are seeking employment, need guidance on how to

make career choices, and building basic educational or occupational skills.

1. Priority of Service will be given to those who are (in order of priority):

   a. Veterans and eligible spouses who are also recipients of public assistance, other low income individuals, or individuals who are basic skills deficient;

   b. Individuals who are recipients of public assistance, other low income individuals, individuals who are basic skills deficient, or individuals with other barriers to employment.

   c. Veterans and eligible spouses who are not included in WIOA's priority groups.

   d. Other individuals not included in WIOA's priority groups.

B. Those businesses who are seeking a skilled and stable workforce; need guidance in various business operations or in need of assistance in case of reductions in force.

C. All AJCC One-Stop Center Services and Partner services will be available to all eligible residents no matter their English language proficiency or physical abilities.

VII. AMERICAN'S WITH DISABILITIES ACT COMPLIANCE

Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC and Partner's facilities are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

VIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. Partner agrees that no person shall, because of ethnic group identification, age, sex, gender identification, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving state or federal assistance. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

B. Partner assures compliance with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

IX. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE PARTNER

Partner agrees that they will provide access to all the services described below at the designated AJCC One-Stop and any other satellite location deemed appropriate by the Partner. Partner will participate in the creation of the local One-Stop System which provides for universal access and enables customers to become self-sufficient.

Partner will ensure that services are provided either by (i) assigning staff to the local AJCC One-Stop(s); (ii) using a mutually developed referral process; (iii) training the One-Stop

Operator and other Partner staff to deliver information about the services available to eligible individuals; and/or (iv)using technology to provide services to participants/customers, except as noted below.

Partner will ensure that the needs of workers and youth, and individuals with barriers to employment, including but not limited to individuals with disabilities and limited English proficient individuals, are provided necessary and appropriate access to services, including access to technology and materials, available through the local One-Stop System.

Any Partner funded by Wagner-Peyser is required to be co-located in the Comprehensive America's Job Center One-Stop Center (as defined and identified in Section XI(A) below).

Partner agrees that it will provide One-Stop Partner Core Services to participants/customers and support local One-Stop System activities that align with goals and objectives as funding is available:

A. Provide General Education Diploma (GED) preparation classes either by agreed to schedule or referral from the AJCC.

B. Provide English as a Second Language (ESL) classes either by agreed to schedule or referral from the AJCC.

C. Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC.

X. WDB RESPONSIBILITIES

As authorized under the WIOA, and pursuant to the Joint Powers Agreement, the WDB will establish policies necessary for implementation of the WIOA in the local area and shall:

A. Develop and submit a local plan to the Governor;

B. Collaborate with other Workforce Development Boards to develop a Regional Plan

C. Identify eligible AJCC One-Stop Operators by awarding grants or contracts on a competitive basis;

D. Conduct programmatic and fiscal reviews of the WIOA services provided by sub-contracted program providers of services, training services providers and report to the WDB the results of those reviews.

E. Identify eligible providers of youth activities in the local area by awarding grants or contracts on a competitive basis based on the recommendations of the local youth council;

F. Identify eligible providers of training services in the local area by awarding grants or contracts on a competitive basis;

G. Identify eligible providers of Individualized Career Services in the local area by awarding grants or contracts on a competitive basis;

H. Provide adequate facilities for the Partners as needed and as funding allows;

I. Develop a local One-Stop System budget for the purpose of carrying out the duties of the WDB;

J. Solicit and accept grants and donations from sources other than federal funds made available under WIOA;

K. Conduct regular program and physical plant assessments for compliance to federal, state and local Equal Opportunity and Americans with Disabilities Act regulations as required by law.

L. Negotiate local performance measures;

M. Coordinate the workforce development activities carried out in the local area with economic development strategies and develop other employer linkages with such activities;

N. Promote participation by private sector employers in the statewide workforce development system and help such employers meet their hiring needs using the system by providing connecting, brokering, and coaching activities to the employers;

O. Make available to the public, on a regular basis through open meetings and/or through publications online, information regarding the activities of the WDB, including information regarding the Strategic Plan prior to submission of the Strategic Plan, membership, the designation and certification of AJCC One-Stop Operator(s), the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of formal meetings of the WDB;

P. Negotiate and enter into an MOU with each AJCC One-Stop Partner which meet the requirements of the WIOA and sets forth their respective responsibilities for making a full range of services available through the local One-Stop System; and shall modify this MOU to add additional Partners as needed for the benefit of the community and system.

XI. LOCATION OF AMERICA'S JOB CENTER ONE-STOP SITES

A. The WDB will establish a minimum of one physical location called the "Comprehensive AJCC" within the workforce development area in which all AJCC One-Stop Partners will provide access to the services provided under the WIOA. The parties agree that the Comprehensive AJCC shall be located at the Manchester Shopping Center, 3302 N. Blackstone Avenue, Fresno, California 93726. This location may be changed by the WDB during the term of this MOU upon thirty (30) days advance notice of such change to the Partners. Each Partner agrees that it will provide access to the services described in this MOU at such location and any other satellite location deemed appropriate by each Partner, with concurrence of the WDB.

B. If the WDB establishes additional AJCC One-Stop Centers within its local workforce development area, each Partner will determine the extent and manner in which it will participate in such additional centers. However, access to each Partner's services will be made available at all locations, either with on-site staff, via technology, or referral to the

nearest office of the Partner.

C. The Partner commits to providing information and access to all AJCC Partner services, as described in this MOU, at each of its service locations.

XII. METHODS OF REFERRAL

A. The WDB, through its designated AJCC One-Stop Operator(s), and the Partners agree to utilize the approved referral processes and forms for common intake and referral among the AJCC One-Stop Partners and providers of services. The WDB and Partners developed a universal referral system and form that is used for all cross-agency referrals, copies of which are attached hereto, and incorporated herein, as Attachment 3

B. The WDB and Partner agree to train and provide technical assistance to the appropriate staff of each of the other participating AJCC One-Stop Partners and sub-contracted providers of services on topics that include but are not limited to eligibility for and scope of allowable services for the partner's programs.

C. Partner agrees to suggest appropriate referrals for its applicants and clients, the availability of additional services from other AJCC partners if they determine the client could benefit from those referral(s).

D. A listing of Partner Services Partner Sites and Locations can be found in Attachments 1 and 2, respectfully referral purposes.

XIII. CONFIDENTIALITY

Partner shall be in strict conformance with all applicable federal, State of California and/or local laws and regulations relating to confidentiality including Welfare and Institutions Code section 10850 and insure that all applications and records concerning participants/customers shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly connected with the administration of the local One-Stop System. The Partner shall inform all of its employees, agents, officers, subcontractors, Board members, or partners of this provision and that any person knowingly and intentionally violating this provision is guilty of a misdemeanor.

A. All participant/customer applications and records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services. Signed information releases will be obtained where appropriate.

B. Partner agrees to share information either agreed upon by them or as interpreted by the Chief Local Elected Official or designee to be necessary for the administration of the local One-Stop System. Partner shall obtain signed releases allowing for the sharing of participant/customer information necessary for provision of services under the WIOA; i.e. assessment; universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.

C. At any time an America's Job Center One-Stop Partner requests confidential information regarding another Partner's participant/customer, the request shall be accompanied by a

written Release of Confidential Information signed by the participant/customer.

XIV. GRIEVANCES AND COMPLAINTS

Partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative remedy in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

XV. COST ALLOCATION – Phase I.

A. Partner agrees to financially participate in the operating costs related to the common costs of the One-Stop System attributable to the Partner's program(s).

B. Partner commits to work collaboratively with the WDB and other AJCC One-Stop Partners to participate in the implementation of the Resource Sharing Agreement (RSA) process in order to have finalized RSAs by December 31, 2017 for Program Year 2017-2018.

XVI. TERM AND RENEWAL OF MOU

A. The term of this MOU is from July 1, 2016 to June, 30, 2019, unless it is terminated earlier as provided in Section XVIII, below.

B. This MOU is of no force or effect until signed by authorized representatives of the participating America's Job Center One-Stop Partner and the WDB. Once signed thereby, this MOU is effective commencing upon July 1, 2016, and shall supersede in its entirety any MOU entered into previously by and between the participating AJCC One-Stop Partner and the WDB.

C. The MOU, once signed, becomes a part of the local Strategic Plan.

XVII. REVISIONS AND MODIFICATIONS

This MOU may be revised or modified with the approval of both the WDB and of the Partner.

XVIII. TERMINATION

Partner may terminate its participation in this MOU upon thirty (30) days written notice to the WDB; or The WDB may terminate this MOU upon thirty (30) days written notice of such termination to partner.

XIX. NOTICE

Any notice required or permitted to be given by any party to this MOU shall be deemed given upon personal delivery to the other parties or two (2) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other parties at the following addresses or to such other address as the parties may provide by written notice given in accordance herewith:

Fresno Regional Workforce Development Board Attn: Blake Konczal, Executive Director 2125 Kern Street, Suite 208 Fresno, CA 93721	Partner's address as identified on the signature page below.

XX. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that the Partner and its staff are subject to their existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. The WDB will assure to the extent possible that the One-Stop Operator will work with all Partners in developing and implementing policies and procedures for the One-Stop System, in order to avoid inconsistencies with their respective policies, procedures, regulations and collective bargaining agreements.

XXI. SHARED INFORMATION AND SYSTEM SECURITY

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

A. Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other applicable statutes or requirements.

B. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.

C. System security provisions shall be agreed upon by all partners.

XXII. PUBLIC COMMUNICATIONS AND BRANDING RELATED TO WIOA SERVICES

A. All communications must be approved by the WDB Marketing Manager or Executive Director prior to the communication.

B. Partner agrees to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage.

XXIII. DISPUTE RESOLUTION

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

XXIV. INDEMNIFICATION

Except as otherwise expressly provided in this MOU and to the fullest extent of the law, each party shall indemnify and hold harmless (the "Indemnifying Party") the other parties, including the One-Stop Operator and the WDB, and their respective partners, directors, officers, agents, customers and employees (the "Indemnified Parties") from and against any and all losses, costs, expenses (including reasonable attorneys', experts' and consultants' fees and court costs at all levels of proceedings), damages and/or liabilities which any of the Indemnified Parties may sustain or incur in connection with or arising out of the performance of this MOU or

any breach by the Indemnifying Party of its obligations under this MOU, except to the extent the foregoing is caused by the gross negligence or willful misconduct of the Indemnified Parties. The terms of this Section XXV shall survive the termination of this MOU.

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Signatures:

In WITNESS THEREOF, the parties to this Memorandum of Understanding execute this agreement.

Dated: 7/13/ 2016

BY _____
Paul Bauer, FRWDB Board Chairperson
Fresno Regional Workforce Development Board
2125 Kern Street, Suite 208
Fresno, CA 93721

Dated: 7-12 2016

BY _____
Ken Stoppenbrink, Deputy Chancellor
West Hills Adult Education Consortium
9900 Cody Street
Coalinga, CA 93210

APPROVED BY THE COUNTY OF FRESNO AS TO ITS CAPACITY AS CHIEF LOCAL ELECTED OFFICIAL (CLEO):

By: _____
Ernest Buddy Mendes, Chairman
Board of Supervisors

BERNICE E. SEIDEL, CLERK
Board of Supervisors

By: Susan Bishop, Deputy

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By: Jane T. Smith

Date: 7-25-16

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California.

CITY OF FRESNO,
A California municipal corporation

Dated: 8/26/16

By: _____
Bruce Rudd
City Manager

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy Marco Martinez-Velasquez
8/26/16

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____ 8/26/16
Brandon M. Collet Date
Deputy City Attorney

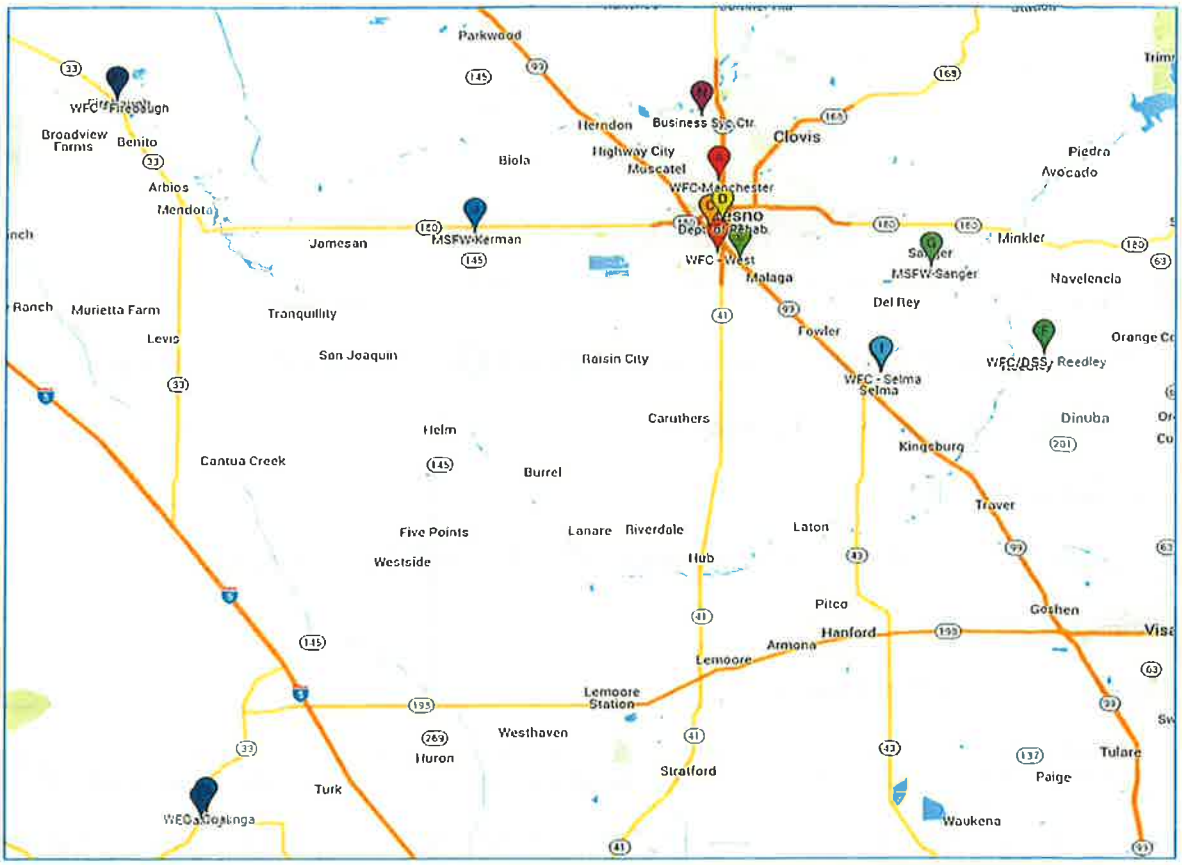
One Stop Partners and Services Provided

Partner	Services Provided
Department of Social Services	Will be co-located at Manchester and Reedley AJCCs. Assistance with reception duties; assistance with Job Fairs and employer services events; participate in scholarship panels; liason between AJCC partners, DSS staff and participants; Welfare-to Work case management; participate on Self Reliance Team; CalWORKs Intake and CalFresh/Medi-Cal services (Reedley only).
Department of Rehabilitation	Disability Awareness training to frontline AJCC staff; Co-location of DOR staff at Manchester AJCC; Training to AJCC staff and core partners on Competitive Integrated Employment.
Employment Development Department	Workforce Services: Will be co-located at Manchester, Fresno West, Reedley AJCCs. California Training Benefits; CalJOBS; Employer Services; Fidelity Bonding services; H-2A Temporary Agriculture Program; Jobs for Veterans services; Migrant Seasonal Farmworker services; personal job search assistance workshops; assist with Rapid Response events; Trade Adjustment Assistance; Work Opportunity Tax Credits; assistance with Worker Adjustment Retraining Notification Act; Youth Employment Opportunity Program/Youth Services. Labor Market Information Division: Labor Market Information in support of Basic Career Services; occupational guides/profiles; wage data; skills information and transference; education and licensing requirements; in-demand occupations listings; crosswalks for occupation and education program offerings; state-wide Eligible Training Provider List; commute pattern data. Unemployment Insurance Branch: UI claim information upon request (per process); worker profiling and re-employment services; UI Public Services Program; In-person guidance to individuals filing for UI claims utilizing on-line tools; Assistance to AJCC staff and customers for California Training Benefits; Collaborate with partners and AJCC staff on TAA process and requirements; participate in local Rapid Response events and roundtable meetings; provide lay-off aversion information to employers.
Fresno Economic Opportunities Commission	Support AJCC staff with referrals to any Community Services Block Grant services and any other service available through EOC, depending on eligibility requirements; depending on need and space availability, the following programs could co-locate in the AJCC: Women, Infants and Children (WIC) and Low-Income Home Energy Assistance (LIHEAP). Will provide CSBB services information via technology in the AJCC and Orientation.
State Center Adult Education Consortium	In the State Center Community College District area (urban Fresno County, east side rural area), provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC; provide counseling services and assistance to WIOA enrolled participants who have expressed interest in attending State Center Community College District training programs that are approved and listed on the state Eligible Training Provider List. All of these services will be provided by the adult schools and community college campuses who make up this consortium.

West Hills Adult Education Consortium	In the West Hills Community College District area (urban Fresno County, west side rural area), Provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC These services will be provided by the adult schools located in Fresno County who are members of this consortium.
Proteus Migrant Seasonal Farm Worker	Will provide outreach and recruitment for the Migrant Seasonal Farm Worker Program; conduct eligibility determination; case management; career counseling; orientation; skills assessment; co-enrollment with other appropriate agencies; provide Youth Farmworker Services; job placement services.
AARP Foundation	Will provide outreach, intake and Orientation services; provide information and referrals to supportive services available to eligible persons; provide group presentations; provide Older Americans workshops, as needed or requested; provide group counseling services; Short-term pre-vocational services; specialized assessments; health screening; organize monthly support group meetings for Older Americans; provide staffing support to the Manchester AJCC resource room and clerical support to co-located partner staff.
Job Corp	Eligibility determination for Job Corp services; initial assessments for Job Corp services; individual and group counseling/mentoring; short term pre-vocational services; internships/work experiences linked to careers; soft skills development; financial literacy workshops; occupational job training related to Job Corp; job readiness workshops/training; GED/HS diploma assistance; information about Job Corp provided in literature and electronically; participate in Self Reliance Team panels.
West Hills Community College District	**TO BE DETERMINED ONCE MOU IS FINALIZED**
Small Business Administration	**TO BE DETERMINED ONCE MOU IS FINALIZED**
Fresno Housing Authority	**TO BE DETERMINED ONCE MOU IS FINALIZED**
California Indian Manpower Consortium	**TO BE DETERMINED ONCE MOU IS FINALIZED**

Attachment 2

Fresno Regional Workforce Development Board & Partner Workforce Services Centers



A. Workforce Connection Manchester
Arthur Moss-559.230.1100
3302 N. Blackstone Ave. Suite 155,
Fresno CA 93726

B. Workforce Connection - West
559-445-6747
2555 S. Elm Ave., Fresno CA 93706

C. Dept. of Social Services – Fresno
559.600.2650
1209 E Street
Fresno, CA 93706

D. Ca. Department of Rehabilitation
559.445.6011
2550 Mariposa Mall, Rm. 2000
Fresno, CA 93721

E. Migrant Seasonal Farm Worker-Fresno
3454 E. Date Ave.
Fresno, CA 93725
559.473.4485

F. Workforce Connection/Dept. of Social Services - Reedley
Cynthia Rye – 559.637.2444
DSS – 559.637.2971
1680 E. Manning Ave. Reedley, CA 93654

G. Migrant Seasonal Farm Worker-Sanger
1849 Academy Ave.
Sanger, CA 93657
559.875.7146

H. Workforce Connection - Selma
Adolofo Recinos-559.891.0135
MSFW-559.891.0135
3706 McCall Ave. Suite 116 Selma, CA 93662

I. Dept. of Social Services – Selma
559.600.5205
3800 McCall Ave.
Selma, CA 93662

J. Migrant Seasonal Farm Worker-Kerman
437 S. Madera Ave.
Kerman, CA 93630
559.473.4489

K. Workforce Connection Coalinga
Robert Pimentel-559.937.2793
300 Cherry Ln. Bldg. A,
Coalinga, CA 93210

L. Dept. of Social Services – Coalinga
559.600.6300
311 Coalinga Plaza
Coalinga, CA 93210

M. Workforce Connection Firebaugh
Robert Pimentel-559-937-2793
1511 9th St.,
Firebaugh, CA 93622

N. Business Service Center
7475 N. Palm Ave., Suite 105
Fresno, CA 93711
559.230.4062

Fresno Regional Workforce Development Board

A proud member of America's Job Center of California[SM] Network

2125 Kern Street, Suite 208 • Fresno, California 93721 • 559.490.7100 • Fax 559.490.7199 •
www.workforce-connection.com

Blake Konczal, Executive Director

OPERATIONAL DIRECTIVE

FRWIB OD # 06-16 **Date Released: July 1, 2016**

To: All Fresno Regional Workforce Development Board AJCC Partners and Service Providers

From: Blake Konczal, Executive Director

Effective Date: July 1, 2016

Subject: America's Job Centers of California (AJCC) Partner Referral Process

Applicable Program: All

Revision History: Initial Release

This Operational Directive (OD) replaces the referral process described in OD 35-05, Partner Co-Enrollment and Referral Process. This OD obsoletes Form REG-102, Universal Referral Checklist and adds updated referral forms.

Partners may be required to use their own Release of Information form, instead of the Universal Release of Information (Form REG-100) when making referrals to other Partners. Those Partners are required to identify the approved form to be used when referring clients from their organization.

Purpose

As mandated by the Workforce Innovation and Opportunity Act (WIOA), each Local Workforce Development Area (LWDA) is required to have a documented process for referrals between partner agencies, as defined by WIOA (mandated partners) and the local Board as AJCC partners (local one-stop partners).

The intent of a referral activity is to ensure that needed services for a client are provided through the most appropriate funding stream in the most efficient manner and are not duplicative. The client should have an experience that is as seamless as possible.

This OD describes, on page 2, the steps to be taken to facilitate a referral between any Partner agency, including any of Fresno County's WIOA-funded programs, and to track the outcome of those referrals.

Each partner is required to identify all departments that provide the services described in their individual Partner Memorandum of Understanding (MOU) with the Fresno Regional Workforce Development Board. Additionally, each partner and sub-contracted provider of service is required to identify a single point of contact (SPOC) for all referrals to their agency and their full contact information (telephone number and email address). The FRWDB Quality Systems Manager will be responsible for maintaining and disseminating this information.

PROCESS

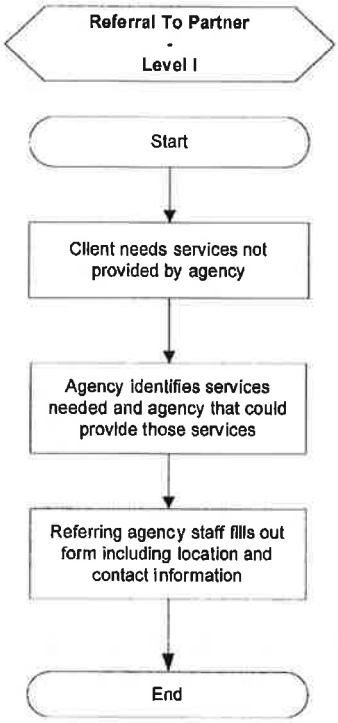
Level I – Referrals to other partners or community services for perceived or stated needs of clients. Use Form REG-108. There will be no follow-up for Level I Referrals. Referrals will be counted and reported, when appropriate.

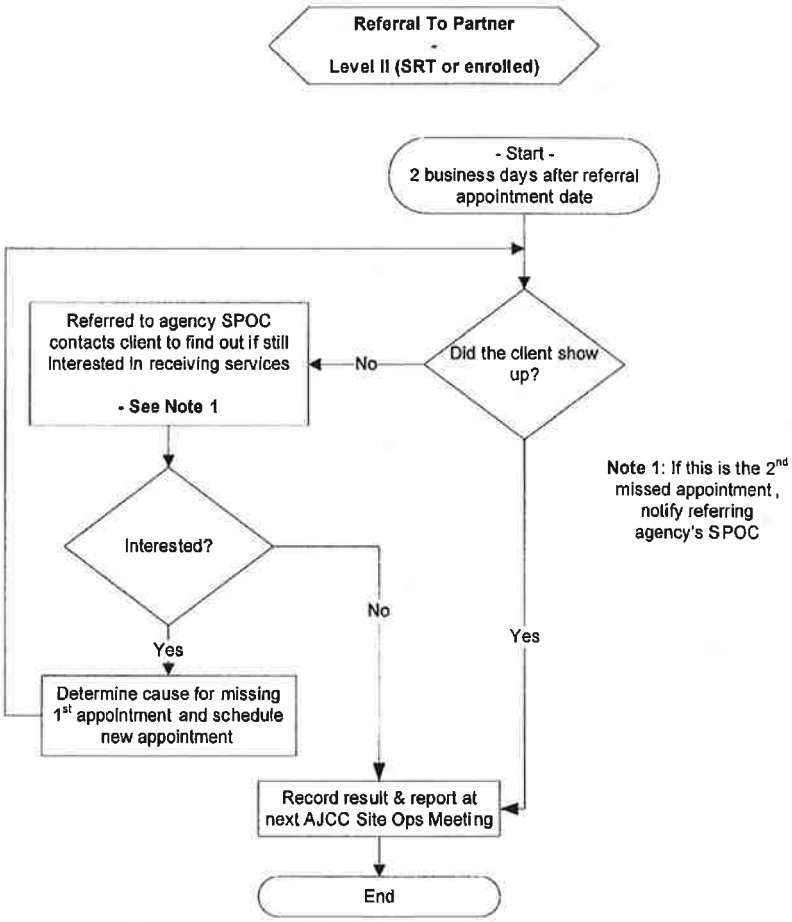
Level II – Direct referral between partners for specific services. Use Form # REG-109. Referring partner will fill out the form, contact the referred to agency single point of contact (SPOC) and make appointment for client if

appropriate. Referral to be scanned to referred agency and copy given to client. Review the referral with the client. Referring Partner will file the original referral form.

If any questions, please contact the FRWDB Program Manager.

Forms: REG-100 – Universal Release of Information (Partners may require the use of their own Release of Information form in order to release client specific information).
REG-101 – Agency Summary of Services Checklist
REG-104 – Interest Checklist
REG-108 – AJCC Partner Referral – Level I
REG-109 – AJCC Partner Referral – Level II





Universal Voluntary Consent to Exchange Information

Name of Client: _____ **WIOA Application #:** _____

Purpose. The Fresno Regional Workforce Development Board ("FRWDB") needs your permission to share personal information about you with certain organizations in order to best serve you.

Voluntary. **Your consent is voluntary.** If you do not consent, you will still receive Workforce Innovation and Opportunity Act ("WIOA") services; however, these services will be limited because, among other things, FRWDB will not be able to refer your case to another agency, co-enroll you in additional services, contact an employer to review your performance, or discuss your case with a school or training provider.

Scope of Information. This Consent covers all information that is personal to you, including, but not limited to, academic status and performance, employment status, skill assessment information, as well as services provided by other private or government agencies. This Consent does not authorize the exchange of any health (mental or physical) information.

Use of Information. By signing this Consent, you allow FRWDB to collect, use, and exchange your personal information with participating partners, employers, contractors, vocational training providers, public and private education institutions, and other entities with which FRWDB interacts or contracts on your behalf. FRWDB will use this information only to support and document your activities and outcomes, to post exit information, and to assess, plan, and facilitate the delivery of services for your benefit. FRWDB may share or receive this information either verbally, in writing, or by computer data transfer.

Release. By signing this Consent, you agree to release FRWDB, the City and County of Fresno, and all of their directors, officers, boards, employees, volunteers, agents, participating partners, and contractors from and against any liability and claims related to an unauthorized or accidental release of your personal information.

Expiration. This Consent automatically expires 15 months after you exit from your WIOA program. You may also revoke your consent earlier at any time by sending written notice to FRWDB's Quality Manager at the following address: 2125 Kern Street, Suite 208, Fresno, California 93721.

Signatures. This Consent is only valid if signed in the presence of an authorized member of your service provider's staff. A properly completed and signed photocopy of this Consent is as valid as the original. By signing, you acknowledge that you have received a copy of this Consent.

Minors. If a client is under 18, this Consent is only valid if signed by the client's parent or legal guardian. If you are signing on behalf of a minor child, an authorized staff member of your child's service provider will verify your parent or guardian status prior to accepting your signature.

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client Authorized Staff

Signed: _____ Dated: _____ Signed: _____ Dated: _____
Client's Parent/Legal Guardian Relationship to Client _____

This Consent was translated to _____ by _____ Dated: _____
Language Translator

Agency Summary of Services Provided
Non-Medical or Psychiatric

Date: _____

Referring Agency: _____

Participant Name: _____

Our agency is providing the services identified below, as of the date indicated above, to the named client.

Note to Agency: Please place an "X" in the first column if the service listed is being provided by your agency. Please provide comments, if applicable, in the third column.

X	Type of Service	Comments
	Assessment (Comprehensive)	
	Assessment (Initial)	
	Assessment (Skill Level)	
	Basic Labor Exchange	
	CalFresh	
	CalLearn	
	CalWorks	
	Child Care	
	Classroom Training	
	Community Service	
	Follow-up Services	
	General Relief	
	Homeless Assistance	
	Housing	
	Job Search/Job Placement	
	Medi-Cal	
	Occupational Skills Training	
	On The Job Training	
	Refugee Assistance	
	Transportation	
	Veteran Outreach	
	Vocational Rehabilitation	
	Welfare to Work	
	Work Experience	
	Workshops (specialized) Describe:	
	Other:	
	Other:	
	Other:	

Workforce Connection – Interest Worksheet

Name: _____ **Date:** _____ **Badge #** _____

Please check the following services you are interested in:

Job Search Assistance

☐ Former Military Service ☐ Disabilities Assistance ☐ Central Valley Professionals ☐ Farm Workers

☐ Ticket to Success ☐ Migrant Seasonal Farm Worker ☐ Senior Employment Assistance

☐ WIOA Services – CASAS Reading & Math Appraisal + Self Reliance Team (SRT) Interview

Youth Services

☐ Youth, ages 14-24

Workshops

☐ First Things First ☐ Career Pillar Interview Mentor

Career Development

☐ Health ☐ Manufacturing

☐ Government ☐ Infrastructure

Housing Assistance

☐ Rental Assistance/Section 8 ☐ Home Ownership Programs

☐ Homeless Assistance ☐ Emergency Shelter

Temporary Public Assistance

☐ CalWORKS Cash Assistance to Families with Children ☐ General Relief ☐ Food Stamps ☐ Medical Services

Educational Opportunities

☐ GED ☐ Community College ☐ Adult Basic Education ☐ English as a Second Language ☐ High School Diploma

Other _____

Please present this worksheet to your friendly Customer Service Specialist at the reception desk for further information & direction.

Fresno County America's Job Center of California
Level I Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

To:

WIOA Career Services Providers	Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban	☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:	☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:	

AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services
(list name of agency and department or location)

Agency Name	Location	Phone #	Contact

Referral Reason:

Fresno County America's Job Center of California
Level II Referral Form

Date:	Name:	Last 4 of SSN: xxx-xx-
Phone#:	Email:	

From:

WIOA Career Services Providers		Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban		☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:		☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:		
AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
☐ EDD, Dept:		

To:

WIOA Career Services Providers		Other WIOA Providers
☐ CLC-P Adult-Dislocated Urban		☐ Youth Program (list provider, region, office)
☐ WHCCD Adult-Dislocated Rural West Office:		☐ Other: Office:
☐ Proteus Adult-Dislocated Rural East Office:		
AJCC Partners		
☐ EDD, Dept:	☐ Fresno County DSS, Dept:	☐ SCCCD campus:
☐ California Indian Manpower	☐ Adult School, Name:	☐ AARP Older Americans
☐ WHCCD campus:	☐ Dept. Of Rehabilitation, Dept:	☐ Housing Authority; Dept:
☐ Proteus, Program:	☐ FEOC-Community Block Grant Dept:	
Other: , Dept:		

Other Community Services
(list name of agency and department or location)

Agency Name	Location	Phone #	Contact

Referral Reason:

Signed Release of information on file Y ☐ N ☐	Employment Plan: Y ☐ N ☐ Being Developed ☐ N/A ☐
Assessment Completed: Y ☐ N ☐ List assessment type:	Results:
Orientation: Y ☐ N ☐	

Appointment Time:	Date:	Appointment with:	Phone#:
		Address:	

I understand this referral is being made to better assist me in my employment goals.

Client Signature_____ Date: _____

Outcome:

Attachment IV – Local Area Grant Recipient Listing

STATE of CALIFORNIA
LOCAL AREA GRANT RECIPIENT LISTING
[WIOA Sections 107(d)(12)(B)(i)]

Fresno
(Name of Local Workforce Development Area

ENTITY	ORGANIZATION	CONTACT (NAME/TITLE)	MAILING ADDRESS (STREET, CITY, ZIP)	TELEPHONE, FAX, E-MAIL
Grant Recipient (or Subrecipient if applicable)	Fresno Area Workforce Investment Corporation	Blake Konczal Chief Executive Officer	2125 Kern Street, Suite 208 Fresno, CA 93721	559-490-7102 559-490-7199 bkonczal@workforce-connection.com
Fiscal Agent	Fresno Area Workforce Investment Corporation	Blake Konczal Chief Executive Officer	2125 Kern Street, Suite 208 Fresno, CA 93721	559-490-7102 559-490-7199 bkonczal@workforce-connection.com
Local Area Administrator	Fresno Area Workforce Investment Corporation	Blake Konczal Chief Executive Officer	2125 Kern Street, Suite 208 Fresno, CA 93721	559-490-7102 559-490-7199 bkonczal@workforce-connection.com
Local Area Administrator Alternate	Fresno Area Workforce Investment Corporation	Blake Konczal Chief Executive Officer	2125 Kern Street, Suite 208 Fresno, CA 93721	559-490-7102 559-490-7199 bkonczal@workforce-connection.com

Brian Pacheco, Chairman
Chief Local Elected Official (County of Fresno)

Signature: Brian Pacheco — Date: 7-11-17

Lee Brand, Mayor
Chief Local Elected Official (City of Fresno)

Signature — Date: 8-10-17

Note: See Attachment VII for the FRWDB Joint Powers Agreement

ATTEST:
YVONNE SPENCE, CMC
CITY CLERK
By Jacqueline Vasquez
Deputy 8-10-17

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors
By Susan Bishop
Deputy

Attachment V – Local Board Bylaws

BYLAWS

OF

FRESNO REGIONAL WORKFORCE INVESTMENT BOARD

NOVEMBER 9, 2009

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BYLAWS
OF
FRESNO REGIONAL WORKFORCE INVESTMENT BOARD

ARTICLE I
ORGANIZATION

Section 1.01 Name. The name of this organization is the FRESNO REGIONAL WORKFORCE INVESTMENT BOARD (the "FRWIB"). The FRWIB is a joint powers agency formed in accordance with Sections 6500 et seq. of the California Government Code (the "Joint Exercise of Powers Act") and pursuant to that certain Joint Exercise of Powers Agreement dated May 19, 2009, as amended (the "Joint Powers Agreement").

Section 1.02 General Purposes. The FRWIB is designated for the purpose of carrying out job training and employment programs.

The primary purpose of the FRWIB is to set policy for the workforce investment system in the local Workforce Investment Area of Fresno County (the "LWIA") in coordination with statewide workforce investment efforts, in order to:

(a) Attract greater employer participation in all aspects of local employment and training activities;

(b) Increase the employment, retention, and earnings of participants, and increase the occupational skill attainment by participants; and

(c) Improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the LWIA.

Section 1.03 Specific Purposes. The FRWIB shall do any and all things necessary to administer the LWIA in accordance with the federal Workforce Investment Act of 1998 (Public Law 105-220, 29 U.S.C. §§ 2801, et seq), as amended (the "WIA"). Pursuant to Section 117 of the WIA, the following are the specific functions of the FRWIB:

(a) Develop a local plan for the LWIA;

(b) Select the local one-stop operator(s);

(c) Identify eligible providers of youth activities and award grants or contracts on a competitive basis, based on recommendations of the Youth Council;

(d) Identify eligible providers of training services;

(e) Identify eligible providers of intensive services in the event that the local one-stop operator does not provide intensive services in the local area;

(f) Develop a budget;

(g) Conduct oversight of the one-stop delivery system, employment and training activities and youth activities in the LWIA;

(h) Negotiate local performance measures with the Governor;

(i) Establish a Youth Council and appoint its members;

(j) Assist the Governor in developing a statewide employment statistics system;

(k) Coordinate workforce development activities with local economic development strategies and develop employer linkages with such activities;

(l) Promote participation of private sector employers in the statewide workforce investment system; and

(m) Perform any other function as required under the WIA, subject to the limitations specified in Section 117 of the WIA, or as required by the Joint Powers Agreement.

Section 1.04 Authority. The FRWIB is hereby authorized, in its own name, to do all acts necessary for the exercise of its authority to accomplish the purpose as set forth herein, including, but not limited to, any or all of the following:

(a) Prepare a comprehensive five-year plan for a one-stop service-delivery system;

(b) Enter into subgrants, contracts and other necessary agreements;

(c) Receive and disburse all funds related to program operations and act as fiscal agent under the WIA;

(d) Select and hire personnel;

(e) Organize and train staff personnel;

(f) Develop procedures for governance, planning, operation, assessment, and fiscal management;

(g) Monitor and evaluate program performance based on measureable outcomes and customer satisfaction and determine resulting needs and reallocation of resources;

(h) Execute and/or modify grant agreements with the U.S. Department of Labor, the State of California, the County of Fresno, the City of Fresno, and other interested investors;

(i) Prepare an annual budget and cost allocation plan;

(j) Sue and be sued; and

(k) Delegate some or all of its powers to an Executive Committee and Executive Director, as provided below.

ARTICLE II
OFFICES

Section 2.01 Principal Office. The principal office for the transaction of the activities and affairs of the FRWIB is located at 2125 Kern Street, Suite 208, Fresno, California 93721. The Board of Directors may change the location of the principal office. Any change of this location shall be noted by the Chair on these Bylaws opposite this section, or this section may be amended to state the new location.

Section 2.02 Other Offices. The Board of Directors may at any time establish branch or subordinate offices at any place or places, within or without the State of California, where the FRWIB is qualified to conduct its activities.

ARTICLE III
BOARD OF DIRECTORS

Section 3.01 General Powers and Responsibilities. The FRWIB shall be administered solely by the FRWIB's Board of Directors. The Board shall be deemed, for all purposes, the policy making body of the FRWIB. Subject to the provisions and limitations of the Joint Exercise of Powers Act, the WIA, and any other applicable laws, the Joint Powers Agreement, and these Bylaws, the activities and affairs of the FRWIB shall be managed and all corporate powers shall be exercised by, or under the direction of, the Board of Directors (or the "Board").

Section 3.02 Specific Powers and Responsibilities. Without prejudice to the general powers set forth in Section 3.01 of these Bylaws, but subject to the same limitations, the Board of Directors shall have the power to do the following:

(a) Perform any and all duties imposed upon them collectively or individually by law, by the Joint Powers Agreement, by any agreement with the State of California or by these Bylaws;

(b) Change the principal executive office in the State of California from one location to another; cause the FRWIB to conduct its activities within or without the State of California; and designate any place within or without the State of California for holding any meeting of Directors;

(c) Pursuant to authority hereinafter granted, to appoint committees and delegate to such committees powers and authority of the Board of Directors in the management of the activities and affairs of the FRWIB, except the power to adopt, amend or repeal the Joint Powers Agreement, and except as otherwise set forth herein.

Section 3.03 Composition. The composition of the Board of Directors shall be in accordance with the Joint Powers Agreement and the WIA. The Board of Directors shall contain the appropriate number of representatives of business, local educational entities, labor organizations, community-based organizations, economic development agencies, and one-stop partners, as provided under Section 117 of the WIA.

Section 3.04 Appointment; Qualifications of Directors. The City and the County, as the case may be, shall appoint members to the Board of Directors in accordance with the Joint Powers Agreement and Section 117 of the WIA.

Section 3.05 Term of Office. The terms of the Board of Directors shall be two (2) years, subject to these Bylaws, the Joint Powers Agreement and the WIA; provided, however, that one-half (1/2) of the Directors from the following categories shall be selected by lottery to fill an initial one-year term, thereby establishing staggered terms for the Board: (a) County elected officials appointed by the County of Fresno; (b) City elected officials appointed by the City of Fresno; (c) private sector representatives appointed by the County; (d) private sector representatives appointed by the City; (e) one-stop partners; and (f) labor representatives. Each Director who is a City or County elected official shall serve on the Board for the full term for which he or she was appointed, or until his or her successor is elected to office and a replacement Director is appointed to the Board by the City or County, whichever occurs first. Each Director appointed to fill the vacancy of another Director shall serve on the Board for the full term of his or her predecessor, at which point such replacement Director may be eligible to serve a full two (2) year term.

Section 3.06 Removal of Directors. The Board may recommend to the City, County, or City and County jointly, as the case may be, that a Director be removed for cause. Unless otherwise provided in these Bylaws, the Joint Powers Agreement, or any California or Federal law, "cause" exists for purposes of the Board's recommendation, when:

(a) A change in a Director's employment or status has substantially altered that Director's qualifications to serve on the Board or has otherwise rendered that Director unable to effectively represent the FRWIB;

(b) A Director has failed to comply with the conflict of interest rules set forth in Article 11 of these Bylaws;

(c) A Director has committed fraudulent or dishonest acts or has grossly abused that Director's authority or discretion;

(d) A Director has breached that Director's responsibility to perform that Director's duties in good faith, in the best interests of the FRWIB, or with reasonable care.

Upon information that cause may exist to recommend removal of a Director, the Chair or Executive Director shall place the matter as an agenda item during a regular or special meeting of the Board. The Chair or Executive Director shall send the Director in question written notice explaining that the Board will vote on whether to recommend his or her removal, the reasons for the vote, and the date, time, and place of the regular or special meeting in which this vote will

take place. The Chair or Executive Director shall send this notice at least fifteen (15) days prior to the date of the vote. The Board shall give the Director in question an opportunity to be heard, either orally or in writing, at a regular or special meeting at least five (5) days before the date of the vote. The Board, by a majority vote of a quorum consisting of Directors who are not parties to the proceeding, may recommend removal of the Director in question. If the Board votes to recommend removal, the Chair or Executive Director shall notify the City, County, or City and County jointly, as the case may be, regarding the Board's recommendation. Removal for cause is effective only upon final action by the City, County, or the City and County jointly, as the case may be.

A Director may also be removed, without cause, by the City, County, or City and County jointly, as the case may be.

For any removal of Directors, the City shall remove City-appointed Directors, the County shall remove County-appointed Directors, and the City and County shall act jointly to remove Directors appointed jointly by the City and County.

Section 3.07 Resignation of Directors. Except as provided below, any Director may resign by giving written notice to the Chair, the Vice-Chair, or the Board of Directors. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective.

Section 3.08 Appointment of Directors. The City, the County, or the City and County jointly, as the case may be, shall appoint members to the Board of Directors in accordance with the Joint Powers Agreement and Section 117 of the WIA.

Section 3.09 Compensation. Directors shall not receive any compensation for their service on the **FRWIB Board** but shall be entitled to reimbursement for any reasonable expenses actually incurred in connection with serving as a Board Member, if the FRWIB determines that such expense shall be reimbursed and there are unencumbered funds available for such purpose.

ARTICLE IV
MEETINGS OF THE BOARD OF DIRECTORS

Section 4.01 Place of Directors' Meetings; Meetings By Telephone. Meetings of the Board shall be held at any place, within or without the State of California, that has been designated by resolution of the Board of Directors or in the notice of the meeting or, if not so designated, at the principal executive office of the FRWIB. Directors may participate via teleconference so long as such participation complies with the Ralph M. Brown Act.

Section 4.02 Annual Meeting of Directors. The August regular meeting of each calendar year shall be known as the annual meeting. The month of this meeting is subject to change, however, if the Board of Directors fixes another date and all Directors are so notified. If the scheduled date falls on a legal holiday, the meeting shall be held on the next full business day. Each such annual meeting shall be held for purposes of organization, the election of officers, and the transaction of other business.

Section 4.03 Other Regular Meetings. Other regular meetings of the Board of Directors shall be held quarterly at such time and place as the Board of Directors may fix from time to time. The time and place of such meetings will be stated in the minutes of the previous meeting of the Board of Directors.

Section 4.04 Special Meetings. Special meetings of the Board of Directors for any purpose may be called at any time by the Chair of the Board, the Vice-Chair, or a majority of Board of Directors.

Notice of the time and place of special meetings shall be given to each Director by one of the following methods: (a) by personal delivery of written notice; (b) by first-class mail, postage prepaid; (c) by telephone, either directly to the Director or to a person at such Director's office who would reasonably be expected to communicate that notice promptly to such Director; (d) by electronic mail (e-mail), either directly to the Director or to a person at such Director's office who would reasonably be expected to communicate that notice promptly to such Director; or (e) by fax, either directly to the Director or to a person at such Director's office who would reasonably be expected to communicate that notice promptly to such Director. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the FRWIB.

Notice sent by first-class mail shall be deposited in the United States mail at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, e-mail or fax shall be delivered, telephoned, e-mailed or faxed at least twenty-four (24) hours before the time set for the meeting.

Section 4.05 Emergency Meetings. In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency meeting consistent with the noticing requirements contained in the Ralph M. Brown Act.

Section 4.06 Quorum. A majority of the authorized number of Directors shall constitute a quorum for the transaction of any business, except to adjourn. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum is not present, the Directors present may continue to meet for the purpose of discussing, including taking public testimony on agenda items. If a quorum is initially present but is lost during the meeting, the Board of Directors or any committee may not conduct any further business and will either adjourn or proceed on an informational basis only.

Section 4.07 Adjournment. A majority of the Directors present at a meeting, whether or not a quorum is present, may adjourn any meeting to another time and place. If all Directors are absent from any regular or adjourned regular or special or adjourned special meeting, the Chair may declare the meeting adjourned to a stated time and place. However, if more than fifty percent (50%) of the number of Directors required to reach a quorum are present at the meeting, discussion can be had by the Directors on those items set on the agenda and recommendations developed for presentation at the next regularly scheduled Board meeting at which a quorum exists.

Section 4.08 Voting. Each Director is entitled to one (1) vote on each matter submitted to a vote of the Directors.

Section 4.09 Management of Meetings. Meetings of the Board of Directors shall be presided over by the Chair, or in the Chair's absence, by the Vice-Chair, or in the absence of both, by an acting Chair chosen by a majority of the Directors.

Section 4.10 Minutes. The Chair shall cause to be kept minutes of the regular, adjourned regular, special and adjourned special meetings of the Board.

Section 4.11 Rules of Order. Meetings of the Board of Directors and all standing committees shall be governed by Robert's Rules of Order, to the extent that such rules are not inconsistent or in conflict with these Bylaws, with the Joint Powers Agreement, or with applicable law.

Section 4.12 Open Meetings. All meetings of the Board of Directors and standing committees shall be open to the public and conducted in conformance with the Ralph M. Brown Act (Government Code section 54950 et seq.).

Section 4.13 Closed Sessions. Closed sessions are permitted in a duly noticed meeting consistent with the applicable provisions of the Ralph M. Brown Act.

Section 4.14 Alternates and Proxies. Under no circumstances shall the Board permit absentee or proxy voting at any of its meetings or other proceedings.

Section 4.15 Attendance. Directors and committee members with unexcused absences in excess of two (2) regular meetings in a calendar year shall be deemed to have resigned their membership. Absences may be excused by the Chair or chair of a committee, as the case may be, due to illness, absence from the County of Fresno, or extreme weather conditions. The Chair or chair of a committee, as the case may be, shall give prompt written notice to a Director or committee member who will be deemed to have resigned his or her membership upon the occurrence of one (1) additional unexcused absence in violation of this Section 4.15. Such notice shall contain a statement advising the Director or committee member of the absences and the consequences thereof, together with a copy of this Section 4.15 of these Bylaws.

ARTICLE V
EXECUTIVE DIRECTOR

Section 5.01 Executive Director. The Board shall appoint a qualified person to be the executive director of the FRWIB (the "Executive Director"). The Executive Director shall be the chief administrative officer of the FRWIB. The Executive Director shall be neither a Board Member, nor an elected official of Fresno County or the City of Fresno. The Executive Director shall receive such compensation as may be fixed by the Executive Committee. The Executive Director shall serve at the pleasure of the Executive Committee and may be relieved from such position at any time, without cause, by the Executive Committee taken at a regular, adjourned regular or special meeting of the Board. The Executive

Director's performance shall be reviewed annually by the Chair as provided in Section 7.08(d) below.

Section 5.02 Duties of the Executive Director. The Executive Director shall perform such duties as may be imposed upon that person by the provisions of the WIA, applicable law, the Joint Powers Agreement, these Bylaws, or by the direction of the Board or Executive Committee. Specifically, the Executive Director's duties shall include, without limitation, the following:

(a) Submitting to the Board an annual budget showing the expected receipts and expenditures;

(b) Select, employ, control, and discharge all administrative officers and employees;

(c) Require that all physical properties be kept in good repair and operating condition;

(d) Supervise all business and financial affairs such as the maintenance of financial transaction records, collect accounts, and purchase or issue supplies in accordance with principles of prudent business management; and

(e) Perform any and all duties generally incident to the office of secretary or treasurer of a corporation or other entity.

ARTICLE VI
COMMITTEES

Section 6.01 Creation of Standing Committees. Subject to the provisions of the Joint Powers Agreement and the WIA, the Board shall have the authority to create and disband one or more standing committees of the FRWIB. Each standing committee shall consist of two (2) or more Directors, and other persons that the Directors may appoint to serve at the pleasure of the Board, including individuals who are not members of the Board. The appointments to such standing committees shall be by majority vote of the Directors then in office. Each standing committee shall have a chair and a vice-chair, both of whom must be a member of the Board. The chair of each standing committee shall be appointed by the Chair, subject to ratification by majority vote of the Directors then in office. The vice-chair of each standing committee shall be appointed by the committee chair, subject to ratification by majority vote of the Directors then in office. The standing committee vice-chair shall assume the duties of the standing committee chair in his or her absence. Any standing committee, to the extent provided in the Board motion by which it is formed, shall only have the authority delegated by the Board. All standing committees shall observe strict compliance with the Ralph M. Brown Act.

Section 6.02 Executive Committee. The Executive Committee shall be a standing committee of the Board of Directors. Pursuant to the terms and subject to the conditions of the Joint Powers Agreement, the Executive Committee shall have the following duties:

(a) General oversight of the FRWIB's operations;

(b) Supervise the Executive Director;

(c) Develop the Board's meeting agendas; and

(d) Perform any other functions delegated to it by the Board.

Section 6.03 Constitution of the Executive Committee. The Executive Committee shall consist of the following nine (9) persons elected, where applicable, by a majority of the Directors at the Board's annual meeting:

(a) The Chair;

(b) The Vice Chair;

(c) One of the County elected officials appointed to the FRWIB by the Fresno County Board of Supervisors;

(d) One of the City elected officials appointed to the FRWIB by the City of Fresno;

(e) One at-large Board Member from Fresno City appointees;

(f) One at-large Board Member from Fresno County appointees

(g) The appointed chair of the Youth Council;

(h) The appointed chair of the Adult Council; and

(i) The appointed chair of the Business & Industry Committee.

A minimum of two (2) of the seven (7) members of the Executive Committee who are not elected officials appointed to the FRWIB by the Fresno County Board of Supervisors or the City of Fresno must be non-residents of the City of Fresno.

Section 6.04 Youth Council. The Youth Council shall be a standing committee of the Board of Directors. In accordance with the WIA, the Youth Council shall have the following duties:

(a) Coordinate youth activities in the LWIA;

(b) Develop portions of the local plan related to youth activities in the LWIA;

(c) Recommend eligible providers of youth activities in accordance with the WIA;

(d) Conduct oversight with respect to eligible providers of youth activities in accordance with the WIA; and

(e) Perform other duties delegated to it by the Board.

Section 6.05 Constitution of the Youth Council. The members of the Youth Council shall be in accordance with the Joint Powers Agreement and the WIA, and, pursuant to Section 117 of the WIA, shall include the following persons elected by a majority of the Directors at the Board's annual meeting:

(a) Members of the Board with special interests or expertise in youth policy

(b) Representatives of youth services agencies, including juvenile justice and local law enforcement agencies;

(c) Representatives of local public housing authorities;

(d) Parents of eligible youth seeking assistance;

(e) Individuals, including former participants, and representatives of organizations, that have experience relating to youth activities;

(f) Representatives of the Job Corps, if a Job Corps Center is located in the LWIA; and

(g) Other individuals, as deemed appropriate by the Board.

Those members of the Youth Council who are not Directors must be voting members of the Youth Council and nonvoting members of the Board.

Section 6.06 *Ad Hoc* Committees of the Board. The Chair may also create or disband one or more *ad hoc* committees, which shall be formed to carry out specified tasks as determined by the appointing party or entity. Each *ad hoc* committee shall consist of two (2) or more Directors, and other persons that the Chair may appoint to serve at the pleasure of the Board. Membership in ad *hoc* committees may include individuals who are not members of the Board. The Appointments to such *ad hoc* committees shall be by the Chair. Each *ad hoc* committee shall have a chair and a vice-chair, both of whom must be a member of the Board. The chair and vice-chair of each *ad hoc* committee shall be appointed by the Chair. The *ad hoc* committee vice-chair shall assume the duties of the *ad hoc* committee chair in his or her absence. Any *ad hoc* committee, to the extent provided in the motion by which it is formed if such is the case, shall only have the authority delegated by the Chair, except that no committee, regardless of any Board motion, may:

(a) Fill vacancies on the Board of Directors or on any committee that has the authority of the Board of Directors;

(b) Amend or repeal these Bylaws or adopt new Bylaws;

(c) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or repealable;

(d) Create any other committees of the Board of Directors or appoint the members of committees of the Board of Directors;

(e) Approve any contract or transaction to which the FRWIB is a party and in which one or more of its Directors has a material financial interest; or

(f) Take any final action in violation of the Joint Exercise of Powers Act or the WIA.

Section 6.07 Meetings and Actions of Committees. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken in accordance with, the provisions of these Bylaws concerning meetings and other Board actions, except that the time for regular meetings of such committees and the calling of special meetings of such committees may be determined either by Board motion or by the Chair. Minutes of each meeting of any committee of the Board shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the government of any committee, provided they are consistent with these Bylaws or, in the absence of rules adopted by the Board of Directors, the committee may adopt such rules.

ARTICLE VII
OFFICERS

Section 7.01 Officers of the FRWIB. The officers of the FRWIB shall consist of a Chair and a Vice-Chair, which shall be elected in accordance with Section 7.03 below. The FRWIB may also have, at the discretion of the Board of Directors, such other officers as may be appointed in accordance with Section 7.05 below.

Section 7.02 Qualifications of Officers. Any member of the Board of Directors of the FRWIB is qualified to be an officer of the FRWIB; provided, however, that the Chair and Vice-Chair shall be private sector business representatives serving on the Board, in accordance with Section 117 of the WIA.

Section 7.03 Election of Officers. Except such officers as may be appointed under Section 7.05 below, officers shall be chosen by the Board of Directors by vote of the majority of Directors and shall serve two (2) year terms.

Section 7.04 Term of Office. Officers shall serve until that officer resigns or is removed or is otherwise disqualified to serve, or until a successor is elected or appointed under this terms of this Article.

Section 7.05 Additional Officers. The Board of Directors may appoint and may authorize the Chair, or other officer, to appoint any other officers that the FRWIB may require. Each officer so appointed shall have the title, hold office for the period, have the authority, and perform the duties specified in the Bylaws or determined by the Board of

Directors. Appointed officers shall be ratified by the Board of Directors at the first regular meeting of the Board following the annual meeting.

Section 7.06 Removal and Resignation of Officers. Without prejudice to any rights of an officer under any contract of employment, any officer may be removed with or without cause by vote of the majority of the Board of Directors and also, if the officer was not chosen by the Board of Directors, by any officer on whom the Board may confer that power of removal. If the Chair or Vice-Chair should be removed, the appointment of a new Chair or Vice-Chair shall proceed as if that position was vacant. Any officer may resign at any time by giving written notice to the FRWIB. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice and, unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to the rights, if any, of the FRWIB under any contract to which the officer is a party.

Section 7.07 Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

Section 7.08 Chair of the Board. Subject to the control of the Board of Directors, the Chair shall direct, and control the activities and affairs of the Board and its officers. The Chair shall have such other powers and duties as the Board of Directors or these Bylaws may prescribe. The Chair shall act as the "duly authorized representative" of the Board of Directors in all matters in which the Board has not formally designated some other person for that specific purpose. Without prejudice to such general powers as above described, but subject to the limitations, authority and duties of the Chair are hereby expressly declared to be:

(a) To attend and chair meetings of the Board of Directors and the Executive Committee

(b) To represent the FRWIB to the various segments of the public served by or related to the FRWIB;

(c) To see that the FRWIB is in compliance with applicable laws and regulations and to assure review of and prompt action on reports and recommendations of authorized regulatory and inspecting agencies; and

(d) To oversee, together with a personnel committee of the Executive Committee, the performance of the Executive Director in the performance of the following duties:

(i) Submitting to the Board of Directors an annual budget showing the expected receipts and expenditures;

(ii) Selecting, employing, controlling, and discharging all administrative officers and employees authorized by the Board of Directors;

(iii) Requiring that all physical properties are kept in good repair and operating condition; and

(iv) Supervising all business and financial affairs such as the maintenance of financial transaction records, collections of accounts, and purchase and issuance of supplies in accordance with principles of prudent business management.

Section 7.09 Vice-Chair. If the Chair is absent or disabled, the Vice-Chair shall perform all duties of the Chair. When so acting, the Vice-Chair shall have all powers of, and be subject to, all restrictions on the Chair. The Vice-Chair shall have such other powers and perform such other duties as the Board of Directors or these Bylaws may prescribe.

ARTICLE VIII
MAINTENANCE AND INSPECTION OF RECORDS

Section 8.01 Maintenance of Records. The FRWIB shall keep at its principal office, or such other place as the Board of Directors may order, the following:

(a) Adequate and correct books and records of account;

(b) A book of minutes of all meetings of Directors and all meetings of committees, recording therein the time and place of holding said meetings, whether regular, special or emergency, and if special or emergency, how authorized, the notice given, the names of those Directors present, the number of Directors present, and the proceedings thereof; and

(c) A copy of the Joint Powers Agreement, the Notice of Joint Powers Agreement filed with the California Secretary of State, and these Bylaws.

Section 8.02 Inspection of Records by the Public. The FRWIB shall comply with the California Public Records Act, Government Code Section 6250 et seq.

ARTICLE IX
REPORTS

Section 9.01 Annual Report. The Executive Committee shall prepare and deliver an annual report to the Directors, which would be made available to the public, within one hundred twenty (120) days after the end of the FRWIB's fiscal year. That report shall contain the following information, in appropriate detail, for the fiscal year:

(a) The assets and liabilities, including the trust funds, of the FRWIB as of the end of the fiscal year funds;

(b) The revenue or receipts of the FRWIB, both unrestricted and restricted to particular purposes;

(c) The expenses or disbursements of the FRWIB for both general and restricted purposes; and

(d) An independent accountants' report.

ARTICLE X
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

Section 10.01 Agents, Proceedings, and Expenses. For the purposes of this Article, "agent" means any person who is or was a Director, officer, employee, or other agent of the FRWIB; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expense" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under Sections 10.04 or 10.05(b) below.

Section 10.02 Actions Other Than by the FRWIB. Subject to the provisions of the WIA, State law, and the Joint Powers Agreement, the FRWIB shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding by reason of the fact that such person is or was an agent of the FRWIB, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of the FRWIB and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the FRWIB or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 10.03 Actions by the FRWIB. Subject to the provisions of the WIA, State law, and the Joint Powers Agreement, the FRWIB shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by, or in the right of, the FRWIB, to procure a judgment in its favor by reason of the fact that person is or was an agent of the FRWIB, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of that action if that person acted in good faith, in a manner that person believed to be in the best interests of the FRWIB, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 10.03 for any of the following reasons:

(a) In respect of any claim, issue or matter as to which that person shall have been adjudged to be liable to the FRWIB in the performance of that person's duty to the FRWIB, unless, and only to the extent that, the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, that person is fairly and reasonably entitled to indemnity for the expenses and then only to the extent that the court shall determine;

(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney

Section 10.04 Successful Defense by Agent. To the extent that an agent of the FRWIB has been successful on the merits in defense of any proceeding referred to in Sections 10.02 or 10.03, or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith, as provided by these Bylaws, as well as California and Federal law.

Section 10.05 Required Approval. Except as provided in Section 10.04, any indemnification under this Article shall be made by the FRWIB only if authorized in the specific case upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 10.02 or 10.03 of this Article, by any of the following:

(a) A majority vote of a quorum consisting of Directors who are not parties to the proceeding; or

(b) The court in which the proceeding is or was pending, upon application made by the FRWIB or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the FRWIB.

Section 10.06 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the FRWIB before the final disposition of the proceeding upon receipt of an undertaking by, or on behalf of, the agent to repay the amount of the advance unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

Section 10.07 Other Contractual Rights. No provision made the FRWIB to indemnify its Directors or officers for the defense of any proceeding, whether contained in the Joint Powers Agreement or these Bylaws, a resolution of the Board of Directors, an agreement, or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article shall affect any right to indemnification to which persons other than Directors and officers of the FRWIB may be entitled by contract or otherwise.

Section 10.08 Limitations. No indemnification or advance shall be made under this Article, except as provided in Sections 10.04 or 10.05(b), in any circumstances where it appears:

(a) That it would be inconsistent with a provision of the Joint Powers Agreement, Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 10.09 Insurance and Bonds. The FRWIB shall provide the insurance coverage(s) and fidelity bond(s) in a manner consistent with the Joint Powers Agreement.

ARTICLE XI
CONFLICTS OF INTEREST

Section 11.01 Conflicts of Interest. Members of the Board of Directors, members of any committee of the Board, and officers of the FRWIB shall not be financially interested in any contract, as defined under Government Code section 1090 and the California Political Reform Act (Government Code Section 87100, et seq.) made by them in their official capacity, or by the FRWIB or any body or board of which they are members. Pursuant to section 117 of the WIA, Board Members, committee members, or officers of the FRWIB shall not: (1) vote on a matter under consideration by the Board regarding the provision of services by such member or an entity that such member represents; (2) vote on a matter under consideration by the Board that would provide direct financial benefit to such member or his or her immediate family; or (3) engage in any other activity determined by the Governor of California to constitute a conflict of interest as specified in the State plan.

Section 11.02 Permissible Remote Interests. The Board of Directors or Executive Committee may approve a proposed transaction in which a Member of the Board, member of a committee of the Board, or officer of the FRWIB has only a remote interest, as defined by Government Code sections 1091 through 1091.5, including specifically Government Code Section 1091.3, upon the disclosure of such interest pursuant to the requirements of Government Code section 1091.

Section 11.03 Duty to Disclose. Members of the Board of Directors, Executive Committee, or other committee of the Board, and officers of the FRWIB shall disclose any potential conflict to the Board prior to entering into any transaction entered by the FRWIB, and prior to participation in any related meetings, negotiations, discussions or other matters related to the transaction.

ARTICLE XII
GENERAL ADMINISTRATIVE MATTERS

Section 12.01 Construction and Definitions. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in WIA shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the following definitions shall apply:

(a) Masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular;

(b) The term "person" includes both a legal entity and a natural person;

(c) The word "shall" is mandatory and the word "may" is permissive;

(d) The words "Board" or "Board of Directors" refer to the governing body of the entity known as the Fresno Regional Workforce Investment Board; and

(e) The words "Director" or "Board Member" refer to an appointed member of the Board of the Fresno Regional Workforce Investment Board.

Section 12.02 Amendment of Bylaws. New bylaws may be adopted, or these Bylaws may be amended or repealed, by the approval of a majority vote of those members voting at a Board meeting with quorum present, provided (i) that the amendment does not conflict with any Federal, State, County or City laws or regulations, or any provision or the Joint Powers Agreement; and (iii) no amendment may extend the term of a Director beyond that for which such Director was elected.

Section 12.03 Effective Date of Bylaws These Bylaws shall become effective immediately upon their adoption. Amendments to these Bylaws shall become effective immediately upon their adoption unless the Board of Directors, in adopting them as hereinafter provided, clearly express that they are to become effective at a later date.

Section 12.04 Authority to Bind FRWIB. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer(s) or agent(s) to enter into any contract or execute any instrument in the name of and on behalf of the FRWIB, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors no officer, agent or employee shall have any power or authority to bind the FRWIB by any contract or engagement, or to pledge its credit, or to render it liable for any purpose in any amount.

ARTICLE XIII
FISCAL YEAR

Section 13.01 Date of Fiscal Year. The fiscal year of the FRWIB shall begin on the first day of July and end on the last day of June in each year.

CERTIFICATE OF ADOPTION

I certify that I am the duly elected and-acting Chair of the FRESNO REGIONAL WORKFORCE INVESTMENT BOARD, a joint powers agency, that the above Bylaws, consisting of Seventeen (17) pages, are the Bylaws of the FRWIB as adopted by the Board of Directors of the FRWIB on this 19th day of November, 2009, and that said Bylaws have not been amended or modified since the date thereof.

Executed on November 19, 2009, at Fresno, California.

DMS: 756645_7

Attachment VI – Program Administration Designee and Plan Signature

PROGRAM ADMINISTRATION DESIGNEE AND PLAN SIGNATURES

This local plan represents the Fresno Regional Workforce Development Board's efforts to maximize and coordinate resources available under Title I of the Workforce Innovation and Opportunity Act.

This local plan is submitted for the period of July 1, 2017 through June 30, 2021 in accordance with the provisions of the WIOA.

Chief Local Elected Official Fresno County	Chief Local Elected Official City of Fresno
Signature	Signature
Brian Pacheco	Lee Brand
Name	Name
Chairman, Board of Supervisors	Mayor, City of Fresno
Title	Title
7-11-17	8-10-17
Date	Date

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Susan Bishop
Deputy

Local Workforce Investment Board Chair

Signature

Paul Bauer
Name

Chairman, Fresno Regional Workforce Investment Board
Title

09 Aug 2017
Date

ATTEST:
YVONNE SPENCE, CMC
CITY CLERK

By Jacquelyn Vasquez
Deputy
8.10.17

Attachment VII – FRWDB Joint Powers Agreement

JOINT EXERCISE OF POWERS AGREEMENT; WORKFORCE INVESTMENT ACT OF 1998 DEVELOPMENT SERVICES

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is dated for identification purposes as of this 19th day of May, 2009, by and between the COUNTY OF FRESNO (the "County"), a political subdivision of the State of California, and the CITY OF FRESNO (the "City"), a municipal corporation of the State of California. The County and the City are sometimes collectively referred to herein as the "Members" and singularly as a "Member."

RECITALS

WHEREAS, the federal Workforce Investment Act of 1998 (Public Law 105-220, 29 U.S.C. § 2801, et seq.), as amended (the "Act"), provides financial assistance enabling local governments within a locally determined Workforce Investment Area to assume responsibilities for job training, employer services, community services, and for other purposes, and provides for the formation of consortia, wherein combinations of cities and/or counties may unite to form a multi-jurisdictional area for overseeing, planning, developing and monitoring a comprehensive delivery system; and

WHEREAS, the Act provides that this delivery system provide job training and employment opportunities with universal access for customers seeking to further their careers including (but not limited to) economically disadvantaged, unemployed, and other underemployed workers; and

WHEREAS, Fresno County is currently designated as a single local Workforce Investment Area (LWIA) with the Fresno County Board of Supervisors currently designated as the Chief Local Elected Officia ("CLEO"), of the Fresno County Workforce Investment Area; and

WHEREAS, currently the Fresno County Workforce Investment Board ("FCWIB") administers the LWIA and, by contract, the Fresno Area Workforce Investment Corporation ("FAWIC"), a nonprofit corporation, fulfills all administrative responsibilities of the FCWIB; and

WHEREAS, under the Act the CLEO variously makes appointments to the WIB and provides for assumption of fiscal liability as to grant funds provided under the Act; and

WHEREAS, the City and the County wish to jointly establish a Workforce Investment Board and to jointly act as the CLEOs, replacing the FCWIB currently appointed by County Board of Supervisors; and

WHEREAS, under this Agreement, the City and the County desire to provide for the governance of the Fresno County Workforce Investment Area, upon the terms and conditions herein; and

WHEREAS, Section 6502, et seq. of the Government Code of the State of California authorizes public agencies to enter into agreements for the purpose of jointly exercising any power common to the public agencies; and

WHEREAS, public agencies have inherent power to act for the benefit of the health and general welfare of their residents; and

WHEREAS, the City and County are each committed to improving access to lifelong learning for the region's workers, and improving business' access to a qualified labor force; and

WHEREAS, the City and County shall not be subject to any financial responsibility with respect to the personnel or administrative costs, or any other liability, incurred by the resulting joint powers agency formed pursuant to this Agreement; and

WHEREAS, the City and County, by and through their respective legislative bodies, have determined that it will be mutually beneficial to enter into a joint exercise of powers agreement, whereby the City and County may avail themselves to the benefits and advantages of joint governance under the Act for the residents and businesses within their respective jurisdictional areas, in furtherance of the public interest, necessity and convenience.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, it is agreed by and among the Members hereto as follows:

(1) Designation of Joint Powers Agency Separate from the Members.

(a) The Fresno Regional Workforce Investment Board ("FRWIB" or "Agency") is hereby created as the joint powers agency, the jurisdiction of which for purposes of this Agreement shall be the City and County of Fresno. The FRWIB is a public entity separate from its members. Each Member hereby delegates its authority to carry out the purposes of the Joint Powers Agreement to the FRWIB. From and after the Effective date of this Agreement, the FRWIB shall act as the Members' joint governance entity for the City and County of Fresno Workforce Investment Area.

(b) Upon complete execution of this Agreement by and on behalf of each such Member, and formation of the Agency, a Notice of Joint Powers Agreement shall be filed with the California Secretary of State in accordance with Government Code section 6503.5.

(c) Upon complete execution of this Agreement by and on behalf of each such Member, and formation of the Agency, the Chair of the Agency's Board, as defined in Section 9(a) below, or his or her designee, shall immediately notify the California Department of Labor that the Agency shall now be the authorized Workforce Investment Board for the Fresno County Workforce Investment Area.

(2) Purpose.

The FRWIB is designated for the purpose of carrying out job training and employment programs. Pursuant to the Act, the FRWIB will provide universal access for customers seeking to further their careers including, but not limited to, economically disadvantaged, unemployed and underemployed persons within its jurisdiction, pursuant to the Act.

(3) Authority.

The FRWIB is hereby authorized, in its own name, to do all acts necessary for the exercise of its authority to accomplish the purpose as set forth herein including, but is not limited to, any or all of the following:

(a) Prepare a comprehensive five-year plan for a one-stop service-delivery system;

(b) Enter into subgrants, contracts and other necessary agreements;

(c) Receive and disburse all funds related to program operations, and act as fiscal agent under the Act;

(d) Select and hire personnel;

(e) Organize and train staff personnel;

(f) Develop procedures for governance, planning, operation, assessment and fiscal management;

(g) Monitor and evaluate program performance based on measureable outcomes and customer satisfaction and determine resulting needs and reallocation of resources;

(h) Execute and/or modify grant agreements with the U.S. Department of Labor, the State of California, the County of Fresno, the City of Fresno, and other interested investors;

(i) Prepare an annual budget and cost allocation plan;

(j) Sue and be sued; and

(k) Delegate some or all of its powers to an Executive Committee and Executive Director as provided below.

Pursuant to the Act, the FRWIB shall conduct studies and analyze the needs for training and employment programs among the Members; shall establish and coordinate training

and employment programs within the Region; and shall undertake any other act or acts that may be required to accomplish the purposes of this Agreement and the Act.

The Agency shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of the Act, applicable law, and this Agreement. Pursuant to California Government Code Section 6509, the powers of Agency shall be subject to those legal restrictions, which the County has upon the manner of exercising said power.

(4) Distribution of Job Training Services.

The FRWIB shall distribute job training opportunities, business services and all other services delivered hereunder among the City and County on an equitable basis, in reasonable proportion to the needs and markets of such services, as determined by the FRWIB's Board, as defined in Section 9 below, using current census, unemployment and other objective data. All other management functions performed hereunder shall be on a County-wide basis, without partiality or regard for political boundaries among the Members.

(5) Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Agency by the Members hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the costs of any such contribution. Any such advance may be made subject to repayment, and in such cases shall be repaid in the manner agreed upon in writing by the Agency and the Member making such advance at the time of such advance.

(6) Use of Public Funds and Property.

The Agency shall be empowered to use for its purposes, public and/or private funds, property and other resources received from the Members and/or from other sources. Where applicable, the Board may permit one or more of the Members to provide in-kind services, including the use of property.

(7) Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits that may apply to the activities of officers, agents or employees of public agencies when performing their respective functions within their respective territorial limits, shall apply to them to the same degree and extent while engaged as Members of the Agency or otherwise as an officer, agent, Board Member, or other representative of the Agency or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

(8) Term, Termination, Withdrawal of Member, Disposition of Assets.

(a) The Agency designated pursuant to this Agreement shall continue in existence for an initial period running from the effective date hereof to May 31, 2010, and thereafter shall automatically renew annually for additional twelve (12) month terms unless terminated upon six (6) months written notice of withdrawal by a Member to FRWIB'S Board of Directors ; provided however, that the Agency and this Agreement shall continue to exist for the purpose of disposing of liabilities, distributing property and/or other assets, and all other functions necessary to conclude the business of the Agency.

(b) The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily-assumed obligations of the withdrawn Member in existence as of the effective date of its withdrawal. A withdrawn Member shall not be entitled to the return of any funds or other assets belonging to the Agency until the effective date of termination of this Agreement.

(c) Upon termination of this Agreement, after the payment of all obligations of the Agency, any assets remaining shall be distributed to the Members in proportion to the then obligation of those Members' to participate in the funding of the Agency and the Agency shall cease to exist.

(9) Board of Directors.

(a) The Agency shall be administered solely by the FRWIB's Board of Directors (the "Board").

(b) The Board shall be deemed, for all purposes, the policy making body of the Agency. All of the powers of the Agency, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, or by direction of the Board, shall be exercised by and through the Board.

(c) The Board shall be comprised as required by the Act and as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference, and as may be amended by the Board with the consent of the Members.

(d) Board Members shall not receive any compensation for their service on the FRWIB Board but shall be entitled to reimbursement for any reasonable expenses actually incurred in connection with serving as a Board Member, if the Agency determines that such expense shall be reimbursed and there are unencumbered funds available for such purpose.

(e) The Board shall provide for its meetings, elections, rules, and regulations pursuant to its governing documents and consistent with the Act. Copies of such documents shall be provided to the Members not later than thirty (30) days after the Effective Date hereof, provided that the Board shall hold at least one regular meeting by

no later than June 30 of each year. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(f) The Secretary of the Governing Board shall cause to be kept minutes of the regular, adjourned regular, special and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Member of the Agency.

(10) Executive Director.

The Board may appoint a qualified person to be the executive director of FRWIB, who shall be the chief administrative officer of the Agency (the "Executive Director"), on any basis it desires including, but not limited to, a contract or employee basis. The Executive Director shall be neither a Board Member, nor an elected official of any Member. The Executive Director shall receive such compensation as may be fixed by the Board. The Executive Director shall serve at the pleasure of the Board and may be relieved from such position at any time, without cause, by the Board taken at a regular, adjourned regular or special meeting of the Board. The Executive Director shall perform such duties as may be imposed upon that person by the provisions of the Act, applicable law, this Agreement, or by the direction of the Board.

(11) Application of Laws to Agency Functions.

The Agency shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act (Gov. Code section 54950 *et seq.*), and conflict of interest laws/regulations (such as Government Code 1090 et seq., the requirements of the California Political Reform Act , Government Code Section 87100 et. seq., and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification, 2 California Code of Regulations Section 18700 et. seq.), as amended.

(12) Executive Committee.

(a) Consistent with Section 9 above, the Board may delegate authority to an executive committee (the "Executive Committee"). The Executive Committee shall (i) have general oversight of the Agency's operations; (ii) supervise the Agency's Executive Director/Chief Executive Officer; (iii) develop the Board's meeting agendas; and (iv) perform any other function delegated by the Board.

(b) The Executive Committee shall be comprised as described in **Exhibit "B,"** attached hereto and incorporated herein by this reference, and as may be amended by the Board.

(13) Officers and Employees.

The Executive Committee, through the oversight of the Executive Director, shall have the responsibility and authority to designate current or additional regular employees of the

Agency. Such personnel shall be employees of FRWIB. The Executive Committee, or its designee, shall determine all employee qualifications, salary, benefits, and personnel policies. The Executive Director is authorized to hire consultants, and to provide for such other facilities, supplies, equipment, office space and customary administrative resources, as are reasonably necessary to performance of the activities undertaken pursuant to this Agreement. Reimbursement for all of the foregoing personnel and administrative cost shall be exclusively from grants or funds appropriated by state or federal laws and regulations, private foundations and other investors.

(14) Legal Counsel.

The Board shall retain legal counsel for the Agency, whom shall be procured consistent with all applicable procurement laws.

(15) Control and Investment of Agency Funds.

The Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of the Act and laws applicable to California joint powers agencies.

(16) Members' Further Assurances.

(a) Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member as follows

City of Fresno
Fresno City Hall
Office of the City Manager
2600 Fresno Street, Second Floor, Room [___]
Fresno, California 93721

County of Fresno
County Administrative Officer
Fresno County Hall of Records
2281 Tulare Street
Hall of Records
Fresno, California 93721

(b) The geographical area to be served by the Agency shall be all that area within the geographical boundaries of the Members hereto.

(c) The total population within the jurisdictional areas hereto combined is estimated to be 930,000.

(d) Each Member, by its signature to this Agreement and seals affixed hereto, certifies that it is authorized pursuant to law to provide the services for which this

Agreement is entered into in all of the geographical area within the jurisdiction of the Members.

(17) Liability.

(a) The debts, liabilities and obligations of the Agency shall be the debts, liabilities or obligations of the Agency alone. The Members to this Agreement shall not be responsible, directly or indirectly, for any obligation, debt or liability of the Agency, whatsoever.

(b) The FRWIB, and those persons, agencies and instrumentalities used by it to perform the functions authorized herein, whether by contract, employment or otherwise, shall be exclusively liable for any/all injuries, costs, claims, liabilities, damages of whatever kind to any person arising from or related to activities of the FRWIB.

(c) The FRWIB shall hold harmless and indemnify Members, and each of them, including their officers and employees, from any claim or liability arising from acts or omissions of the FRWIB in pursuit of this Agreement, and in so doing, shall provide Members, and each of them, with legal defense of any and all claim or liabilities and shall pay reasonable attorney's fees and costs incurred in providing such defense.

(d) The FRWIB shall provide the insurance coverages and fidelity bond(s) as described in **Exhibit "C,"** attached hereto and incorporated herein by this reference.

(e) Any and all liabilities, responsibilities and obligations of FCWIB or FAWIC existing or arising prior to the effective date of this Agreement shall become the liabilities of FRWIB.

(f) All agreements entered into by the Agency shall contain a limitation of liability provision, providing that, except as voluntarily assumed by a particular Member, Members shall not be liable to employees, contractors and other third parties. Without limiting the foregoing, in no event shall a Member's liability under this Agreement exceed in any fiscal year such Member's allocated and available funding of the Agency during such fiscal year pursuant to this Agreement.

(g) To the full extent permitted by law, the Agency may authorize indemnification by the Agency of any person who is or was a Board Member of the Agency, or an officer, employee or other agent of the Agency, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Board Member of the Agency, or an officer, employee or other agent of the Agency, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Agency, and, in the case of a criminal proceeding, had no reasonable cause to believe the

conduct of such person was unlawful, and in the case of an action by or in the right to the Agency, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(18) Designation of Treasurer and Auditor.

(a) FRWIB shall, in accordance with applicable law, including, but not limited to Government Code section 6505.6, designate a qualified person to act as the Treasurer of the Agency and a qualified person to act as the Auditor of the Agency. If FRWIB so designates, and in accordance with provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Agency. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be set by FRWIB.

(b) The person holding the position of Treasurer of the Agency shall have charge of the depositing and custody of all funds held by the Agency. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the act and FRWIB. The Agency's Auditor shall perform such functions as may be required by provisions of the Act and applicable law, this Agreement, and by the direction of FRWIB

(19) Reports/Audits.

(a) The Treasurer of the Agency, within 120 days after the close of each Fiscal Year, shall provide and cause its contractor(s)/third party provider(s) to provide Members with complete written report of operational and financial activities for the preceding Fiscal Year including an independent audit. A Member, upon its reasonable request, shall be given access to the Agency's books and records at the offices of the Agency/its contractor(s)/third party provider(s) at the cost of the requesting Member.

(b) The Treasurer of the Agency shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Agency and shall be a charge against any unencumbered funds of the Agency available for that purpose.

(20) Entire Agreement.

It is understood and agreed that the entire Agreement between the Members is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Members relating to the subject matter hereof. All items and exhibits referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

(21) Severability.

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

(22) Control and Investment of Agency Funds.

The FRWIB shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of the Act and applicable law.

(23) Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Agency, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year, which shall be the period from the date of this Agreement to June 30, 2009.

(24) Non-Interference with Function of Members.

The Board shall not take any action that constitutes an interference with the exercise of lawful powers by the Members to the Agreement.

(25) Amendment.

This Agreement may be modified at any time by written amendment executed by the Members.

(26) Effective Date.

The effective date ("Effective Date") of this Agreement shall be the first day of the first month following the date on which the Members adopt and sign this Agreement.

(27) Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Member.

(28) Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(29) Headings.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which referred.

(30) Consent; Choice of Law.

Wherever in this Agreement any consent or approval is require, the same shall not be unreasonably withheld. This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

WHEREFORE, the Members of this Agreement have caused this Agreement to be executed on their behalf by their respective officers as follows.

"City"

CITY OF FRESNO, a
municipal corporation

By _____
[Andy Souza/City Manager]

Date: _____

By _____
[Ashley Swearengin/Mayor]

Date: 6/5/09

ATTEST:

_____, Deputy
Clerk 6/9/09

APPROVED AS TO FORM:

_____ 6-03-09
City Attorney Coyle

"County"

COUNTY OF FRESNO, a
political subdivision of the State of
California

By _____
[John Navarrette/CAO]

Date: _____

ATTEST:

_____
Clerk

APPROVED AS TO LEGAL FORM:

_____
County Counsel

(29) Headings.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which referred.

(30) Consent; Choice of Law.

Wherever in this Agreement any consent or approval is require, the same shall not be unreasonably withheld. This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

WHEREFORE, the Members of this Agreement have caused this Agreement to be executed on their behalf by their respective officers as follows.

"City"

CITY OF FRESNO, a municipal corporation

By_____
[Name/Title]

Date: _____

ATTEST:

_____
Clerk

APPROVED AS TO FORM:

_____
City Attorney

"County"

COUNTY OF FRESNO, a political subdivision of the State of California

By Susan B. Anderson, Chair
[Name/Title]

Date: 5-21-09

ATTEST:

Sheri Evans, Deputy
Clerk

APPROVED AS TO LEGAL FORM:

County Counsel

DMS: Final WRWIB-JPA Agree May 15 2009

EXHIBIT A - *Fresno Regional WIB – Proposed Composition*

#		Name	Company/Title	Category	Appt.
1	E1	Phil Larson	Fresno County Board of Supervisors (District 1)	Elected	County
2	E2	Susan Anderson	Fresno County Board of Supervisors (District 2)	Elected	County
3	E3	Andrew Souza	City of Fresno - (City Manager)	Elected Designee	City
4	E4	Cynthia Sterling	Fresno City Council (President)	Elected	City
5	PS1	Richard Alves	Kaiser Permanente (Area Finance Officer)	Private Sector	County
6	PS2	Larry Fortune	Fortune Associates (President)	Private Sector	County
7	PS3	Harry S. Gill	Gill Insurance Agency (Owner)	Private Sector	County
8	PS4	Jeffrey Hensley	Hensley Associates (Owner)	Private Sector	County
9	PS5	Kirk Hunter	Southwest Transportation Agency (CEO)	Private Sector	County
10	PS6	Samuel Lucido	Lucido Properties (Owner)	Private Sector	County
11	PS7	Kurt Madden	Fresno USD (Chief Technology Ofcr)	Private Sector	County
12	PS8	Dennis Montalbano	German Auto Repair (Owner)	Private Sector	County
13	PS9	Sam Norman	The Rios Company (Managing Partner)	Private Sector	County
14	PS10	Joe Olivares	CSUF ACT Center (Assistant Director)	Private Sector	County
15	PS11	Chuck Riojas	Small Business Owner	Private Sector	County
16	PS12	Jim Simonian	Simonian Fruit Company (President)	Private Sector	County
17	PS13	Tom Richards	The Penstar Group (CEO)	Private Sector	City
18	PS14	Lydia Zabrycki	Quad Knopf (Director of Business Partnering)	Private Sector	City
19	PS15	Terry Holcomb	Betts Spring Company (General Manager)	Private Sector	City
20	PS16	Vacant	Private Sector yet to be Appointed	Private Sector	City
21	PS17	Vacant	Private Sector yet to be Appointed	Private Sector	City
22	PS18	Vacant	Private Sector yet to be Appointed	Private Sector	City
23	PS19	Vacant	Private Sector yet to be Appointed	Private Sector	City
24	PS20	Vacant	Private Sector yet to be Appointed	Private Sector	City
25	PS21	Vacant	Private Sector yet to be Appointed	Private Sector	City
26	PS22	Vacant	Private Sector yet to be Appointed	Private Sector	City
27	PS23	Vacant	Private Sector yet to be Appointed	Private Sector	City
28	PS24	Vacant	Private Sector yet to be Appointed	Private Sector	City
29	OS1	Robert Alcazar	Proteus, Inc. (Farmworker Div. Director)	One-Stop Partner	Dual*
30	OS2	John Ballinger	Clovis USD (Adult Education Director)	Public Mandated	Dual*
31	OS3	Tom Crow	State Ctr Comm. Coll. Dist.(Chancellor)	Public Sector Extra	Dual*
32	OS4	Michael Dozier	CSUF – Office of Econ. Comm. Dev. (Director)	Public Mandated	Dual*
33	OS5	Stephen Geil	Economic Development Corporation	Public Sector Extra	Dual*
34	OS6	Frank Gornick	West Hills Comm. Coll Dist (Chancellor)	Public Mandated	Dual*
35	OS7	Julie Hornback	Fresno County Employ. & Temp. Asst (Director)	Public Sector Extra	Dual*

#		Name	Company/Title	Category	Appt.
36	OS8	Paula Kinsel	California Dept of Rehabilitation (Rehab Admin)	One-Stop Partner	Dual*
37	OS9	Roger Palomino	Fresno County EOC (Executive Director)	One-Stop Partner	Dual*
38	OS10	Daisy Rush	AARP Foundation	One-Stop Partner	Dual*
39	OS11	Raymond Vargas	State Employment Development Department	One-Stop Partner	Dual*
40	OS12	TBD	Indian Training Member Removed for Attendance	One-Stop Partner	Dual*
41	L1	Kirk Vogt	UFCW Local 8 (Executive Vice President)	Labor	Dual*
42	L2	Vacant	Labor Member Removed For Attendance	Labor	Dual*
43	L3	Lee Reznik	AFT 1533	SB293 Mandate	Dual*
44	L4	Al Rush	Firefighter's 753	SB293 Mandate	Dual*
45	L5	Tom Abshere	SEIU	SB293 Mandate	Dual*
46	L6	Greg Jordan	IBEW	SB293 Mandate	Dual*

- **Dual indicating appointment by both the County of Fresno and the City of Fresno.**

Additionally, from and after the effective date of this Agreement:

(a) Fifty percent (50%) of all private sector appointees to the FRWIB shall come from the City of Fresno.

(b) Fifty percent (50%) of all private sector appointees to the FRWIB shall come From the County of Fresno.

(c) All remaining public sector and one-stop partner FRWIB nominees shall be concurrently appointment by BOTH the Fresno City Council and the Fresno County Board of Supervisors.

(d) The City and the County shall each appoint two elected officials/and or Administrators to the Board.

Exhibit B – Modified Executive Committee Composition

1. Elected Chair of the FRWIB/JPA
   (Existing FCWIB Chair Tom Richards)

2. Appointed Vice Chair of the FRWIB/JPA
   (TBD)

3. One of the Two City Elected Officials appointed to FRWIB/JPA by City of Fresno.
   (Existing FCWIB Director Cynthia Sterling)

4. One of the Two County Elected Officials appointed to FRWIB/JPA by Fresno County BOS.
   (Existing FCWIB Director Susan Anderson)

5. City "At-Large" member elected by the FRWIB/JPA from City appointees.
   (TBD)

6. County "At-Large" member elected by the entire FRWIB/JPA from County appointees.
   (TBD)

7. Appointed Chair of the FRWIB/JPA Adult Council
   (Existing FCWIB Adult Council Chair Mike Dozier)

8. Appointed Chair of the FRWIB/JPA Youth Council
   (Existing FCWIB Youth Council Chair Sam Lucido)

9. Appointed Chair of the FRWIB/JPA Business & Industry Committee
   (Existing FCWIB B&I Committee Chair Dr. Tom Crow)

10. From the seven (-7-) members of the nine (-9-) member Executive committee who are not "elected officials," that at minimum two (-2-) be non-residents of the City of Fresno.

Exhibit C - FRWIB - Insurance Requirements

FRWIB shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company or companies either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide; or (ii) authorized by Members' Risk Managers. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) General Liability Coverage Form CG 00 01 ISO "occurrence" form CG 0001 and shall include coverage for Premises and Operations (including the use of owned and non-owned equipment), Products and Completed Operations, Personal Injury and Advertising Liability and Blanket Contractual Liability for bodily injury and property damage with combined single limits of liability of not less than One Million Dollars ($1,000,000.00) per occurrence.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and endorsed for "any auto", which includes form CA 001 including coverage for all owned, hired, non-owned and other licensed vehicles ("any auto") with combined single limits of liability of not less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code; and in the case any work is subcontracted, FRWIB shall require each subconsultant similarly to provide workers' compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the FRWIB.

(iv) EMPLOYERS' LIABILITY insurance with minimum limits of One Million Dollars ($1,000,000.00)each accident, One Million Dollars ($1,000,000.00) disease policy limit and One Million Dollars ($1,000,000.00) disease each employee of FRWIB and its contractors and subconsultants.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) day written notice in favor of the Members, of policy cancellation, except for the Workers' Compensation policy which shall provide a ten (10) day written notice of such cancellation of coverage. **In the event any policies are due to expire during the term of this Agreement, the FRWIB shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) days prior to the expiration date of the expiring policy(s).** Upon issuance by the insurer, broker or agent of a notice of cancellation, the FRWIB shall file with each Member a certified copy of the new or renewal policy and certifications for such policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name Members, their respective officers, officials, agents, employees and volunteers as an additional insured. Such policy or policies of insurance shall be

endorsed so FRWIB's insurance shall be primary and no contribution shall be required of Members. FRWIB shall furnish Members with the certificate(s) and applicable endorsements for ALL required insurance prior to Members execution of the Agreement. FRWIB shall furnish Members with copies of the actual policies upon the request of a Member's Risk Manager at any time during the life of the Agreement or any extension. The obligations of this subsection shall survive expiration or termination of this Agreement.

FRWIB shall require each subcontractor to provide insurance protection in favor of Members, their respective officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractor's certificates and endorsements shall be on file with FRWIB and Members prior to the commencement of any work by the subcontractor.

Defense costs shall be provided as an additional benefit and not included within the above limits of liability. FRWIB shall be responsible for payment of any deductibles contained in any insurance policies required hereunder. Completed operations and products liability shall be maintained for two years after the termination of this Agreement.

Any workers' compensation insurance policy shall contain a waiver of subrogation as to Members, and their respective officers, officials, agents, employees and volunteers.

FRWIB – Fidelity Bond Requirements

FRWIB shall pay for and maintain in effect at all times during this Agreement, a Fidelity Bond in form acceptable to the Members, in a penal amount not less than One Million Dollars ($1,000,000.00), naming the Members and each of them as obligees thereunder.

DMS: Final WRWIB-JPA Agree May 15 2009