



***COUNTY OF RIVERSIDE  
WORKFORCE DEVELOPMENT BOARD***

***MEMORANDUM OF UNDERSTANDING WITH PARTNERS  
PURSUANT TO THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 (WIOA)***

**MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT**

**Local Workforce Development Area: Riverside County**

**Workforce Development Center Operations**

**PREAMBLE**

This Memorandum of Understanding (MOU), made on the 1<sup>st</sup> day of July, 2016 is an operational agreement entered into by the Riverside County Workforce Development Board (WDB) and the Mandatory WIOA Partners and Additional Partners as identified by both signatory pages and Attachment A, included as Parties to this MOU to create a partnership to provide comprehensive, integrated workforce development services to businesses and jobseekers in the Local Workforce Development Area (LWDA) in accordance with WIOA and its implementing regulations.

WITNESSETH:

Whereas, in July of 2014, the Congress of the United States enacted the Workforce Innovation and Opportunity Act (Public Law 113-128; hereinafter WIOA);

Whereas, WIOA supersedes the Workforce Investment Act (WIA) of 1998;

Whereas, the purpose of WIOA is to improve job and career options for our nation's workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses. It supports the development of strong, vibrant regional economies where businesses thrive and people want to live and work, and, as a result, improve the quality of the workforce, and enhance the productivity and competitiveness of the United States;

Whereas, WIOA encourages greater collaboration and partnerships among employers, community colleges, and universities to promote innovative pay-for-performance models to ensure that funds are being spent effectively and efficiently;

Whereas, the County receives funding from WIOA through a subgrant ("Subgrant") with the State of California Employment Development Department (EDD) authorizing and enabling it to contract with public agencies, private for-profit and non-profit organizations to provide job training activities and related services which are in addition to those which would otherwise be available in the area in the absence of such funds;

NOW THEREFORE, it is mutually agreed as follows:

The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities of each partner as mutually agreed by the parties for the operation of the Workforce Development Center (WDC) service delivery system in WIOA Local Workforce Area: Riverside County as required under the Workforce Innovation and Opportunity Act (WIOA).

- A. WIOA Section 121(c) requires that each Local Workforce Development Board (LWDB), with the agreement of the Area's Chief Elected Official (CEO), develop and enter into a memorandum of understanding (between the local board and the one-stop partners), with all the entities that serve as partners in the Riverside County WDC delivery system that operate in each LWDB's local area.
- B. WIOA Section 121(b)(1)(A)(iii) mandates all entities that are required partners in a local area to enter into a memorandum of understanding with the LWDB in the respective area pursuant to WIOA Section 121(c).
- C. WIOA Section 121(b)(1) identifies the federal programs and requires that the services and activities under each of those programs must be made available through each local area's WDC delivery system. The entities that receive the federal funds for each of these programs and/or have the responsibility to administer the respective programs in the Area are required partners under WIOA Section 121(b)(1).
- D. WIOA Section 121(b)(2) prescribes how entities that provide programs other than those required under WIOA Section 121(b)(1)(B) may participate in a local area's WDC delivery system as "additional partners" and provide the services available under their programs through the WDC delivery system.
- E. Per WIOA Section 121(b)(2)(A) both required and additional partners are included as parties to the MOU. Therefore, all entities that participate in an Area's WDC delivery system as WDC partners (Partners), whether required or additional, must be parties to this MOU and must abide by the terms prescribed herein and by all applicable federal, state, and local rules, plans, and policies as applicable and authorized under the Partner's program and in keeping with federal guidelines.
- F. WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each partner's authorizing legislation continue to apply under the WDC system and that participation in the WDC delivery system is in addition to other requirements applicable to each partner's program under each authorizing law.
- G. The Department of Labor (DOL) is the federal agency responsible for the administration of the workforce development programs— including WIOA.
- H. The DOL recognizes the County of Riverside Economic Development Agency/Workforce Division as the agency responsible for the administration and oversight of workforce development and employment-related programs in Riverside County — including WIOA.

### **Vision**

Building Bridges to Employment

### **Mission**

Collaborating to create infinite opportunities and lasting prosperity for individuals and employers of Riverside County through an all-inclusive access point to:

- Foster demand-driven skill attainment
- Promote upward mobility for all Californians
- Align, coordinate and integrate programs and services
- Connect customers to employment pathways

Required partners include local/regional representatives of the following programs:

- WIOA Title I Adult, Dislocated Worker, and Youth
- WIOA Title II Adult Education and Literacy
- WIOA Title III Wagner-Peyser
- WIOA Title IV Vocational Rehabilitation
- Carl Perkins Career Technical Education
- Title V Older Americans Act
- Job Corps
- Native American Programs (Section 166)
- Migrant Seasonal Farmworkers (Section 167)
- Veterans
- Youth Build
- Trade Adjustment Assistance Act
- Housing & Urban Development
- Unemployment Insurance
- Temporary Assistance for Needy Families/CalWORKs
- Community Services Block Grants

### **Article I: Workforce Development Center System Description- Programs, Services and Delivery**

#### A. Overview & General Description

1. WIOA Section 121(b)(1)(B) identifies the programs, services and related activities that must be provided through the WDC delivery system in each local area. WIOA Section 121(c)(2) requires this MOU to include a description of the services that will be provided through the Area's WDC service delivery system and to identify the service delivery method(s) each partner will use to deliver the services. This MOU will also identify the career services, training, and employer services that each partner will provide to ensure that all parties' responsibilities are clearly identified herein.
2. All LWDBs are required to establish and operate local WDC service delivery systems in accordance with WIOA Section 121, with the WIOA State Plan, and with the WIOA Local Plan for their respective local areas.
3. WIOA Section 134(c) lists the services and activities that must be provided through the WDC delivery system. WIOA Section 107(d) gives the LWDBs the responsibility for oversight of the WDC delivery system in each local area and requires the LWDBs to describe the activities and functions of the WDC service delivery system and to prescribe the guidelines for carrying out these responsibilities in the Local WIOA Plan.

#### B. Parties to the Agreement include: Attachment A

- C. Riverside County Workforce Development Center Listing: Attachment B
- D. Administrative Structure: Attachment C  
Administrative Structure is defined in Attachment C of this MOU.
- E. Workflow: Attachment D  
Flowcharts that depict the WDC customer workflow and employer outreach are included as Attachments D1 & D2 of this MOU.
- F. The Riverside County Workforce Development Center Services document, which is Attachment E to this MOU, and hereby incorporated, lists and describes the career, training, and employer services and the array of service delivery methods.
- G. Required Partner Services: Attachment F
- H. Additional Partner Services: Attachment G
- I. Partner Referral for Services: Attachment H
- J. Workforce Development Center Delivery Codes: Attachment I
- K. Partner Acronyms: Attachment J

## **Article II: Partner Responsibilities**

- A. WIOA Section 121 (b) lists the minimum responsibilities of all required partners under WIOA. For consistency, all Partners will assume the responsibilities identified below, unless inconsistent with the federal law and regulations that authorize the Partner program or as otherwise specified in this Article.
  1. Make career services provided under the Partner's program available to individuals through the Area's WDC delivery system in accordance with Article IV of this MOU.
  2. Remain as a party to this MOU throughout the Agreement period identified in Article IX in order to participate as a WDC partner per WIOA Section 121(c).
  3. Participate in the operation of the WDC system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).
  4. Required Partners must provide representation on the Area's LWDB per WIOA Section 121 (b)(1). Additional partners may participate on the Area's LWDB with the agreement of the Area's LWDB members and CEO. However, when a program is administered by more than one entity in the Area, it is not necessary that every entity provide representation on the LWDB. One entity may provide representation on the LWDB for the program.
  5. The partners agree to participate in joint planning, plan development, and modification of activities to accomplish the following:

- a. Continuous partnership building.
  - b. Continuous planning in response to state and federal requirements.
  - c. Responsiveness to local and economic conditions, including employer needs.
  - d. Adherence to common data collection and reporting needs.
6. Make the CalJOBS<sup>sm</sup> service(s) applicable to the partner program available to customers through the one-stop delivery system.
  7. Participate in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
  8. Participate in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross-trained.
- B. In addition to the minimum responsibilities required under WIOA as identified in section A of this Article, Partner responsibilities include:
1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
  2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, policies and plans applicable to parties in their respective roles under this MOU and as consistent with the rules that govern each partner's respective program. Each partner expressly agrees to notify LWDB of any changes to the rules governing its respective program that impact the partner's performance under this MOU. LWDB will communicate the changes to the WDC operators and any other affected partners.
  3. Each partner must ensure compliance by its staff members who work in the WDC with WDC policies and procedures. Should a conflict exist between the WDC's personnel policies and a partner's personnel policies, the partner's policies will prevail.
  4. Use of common practices and procedures; forms and documents; software systems or applications; and other forms of media as agreed to by all parties in the performance of WDC services and activities and functions that support the WDC service delivery system.

### **Article III Partner Cost Sharing Responsibilities**

Partners agree to discuss and negotiate sharing in the operation cost of the system, either in cash or in-kind services. The cost of services, operating costs and infrastructure cost of the system will be funded by all WDB partners through a separately negotiated cost sharing agreement, based on an agreed upon formula.

## **Article IV: Method of Referral**

Pursuant to WIOA Section 121(c)(2)(A)(iii), the parties agree that the referral of individuals between the WDC Operator(s) and the partners' for the services and activities described in Article IV will be performed using the following methods: Referral form, email, fax and CalJOBS<sup>sm</sup>.

- A referral form created for WIOA Partners to refer individuals between the WDC and partnering agencies will be given to the individual to take with them to the agency providing the requested services.
- An electronic copy of the referral form will be emailed or faxed to the contact person at the partner agency along with a phone call to inform the partner of the referral.
- For tracking and reporting purposes, the referral will be logged into the CalJOBS<sup>sm</sup> referral system, which each partner will be given individual access to.
- Referral Form: Attachment H

## **Article V. Access for Individuals with Barriers to Employment**

- Each Partner identifies its own “priority of service” based upon specific funding sources and requirements under each statute. As such, some Partner services may not be identified as entitlement programs and suitability for services is not automatic.
- “Individuals with barriers to employment” include recipients of public assistance, low-income individuals, and individuals who are basic skill deficient.
- Partners will commit to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.
- Partners will ensure customers are provided with a “system map” that identifies the location of every comprehensive, affiliate WDC and access point within the Local Area.

### Priority of Service Requirement

As stated in the WIOA Section 134(c)(3)(E), with respect to individualized career services and training services funded with WIOA adult funds, priority of service must be given to recipients of public assistance, other low-income individuals, or individuals 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. Priority does not apply to the dislocated worker population.

Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E). As described in TEGL 10-09, when programs are statutorily required to provide priority, such as the WIOA adult program, then priority must be provided in the following order:

1. Veterans and eligible spouses who are also recipients of public assistance, other low income individuals, or individuals who are basic skills deficient.
2. Individuals who are the recipient of public assistance, other low income individuals, or individuals who are basic skills deficient.
3. Veterans and eligible spouses who are not included in WIOA's priority groups.
4. Other individuals not included in WIOA's priority groups.

### **Article VI: Shared Technology and System Security**

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

- Comply with the applicable provisions of WIOA, California Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under each partner's governing legislation and confidentiality requirements.
- Maintain all records of the WDC customers or partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

### **Article VII: Confidentiality**

- A. All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information and to adhere to the same standards of confidentiality as State employees-including, but not limited to:
1. 29 USC 2935(a)(4)-as amended by WIOA - Reports, Recordkeeping, Investigation.
  2. 29 USC 2871(f)(3)-as amended by WIOA - regarding complying with confidentiality.
  3. 20 CFR Part 603 - Safeguards and security requirements regarding disclosed information under Unemployment Insurance.
  4. 42 USC 503 - regarding state laws governing UI operations.
  5. 20 USC 123g - regarding family educational and privacy rights.
  6. 20 CFR 617.57(b) - regarding disclosure of information under the Trade Act.



7. 29 USC 49I-2(a)(2)-as amended under WIOA - regarding information to be confidential under the Wagner Peyser Act.
  8. The Privacy Act (5 USC 552a).
  9. The Family Educational and Privacy Rights Act 20 USC 12329
  10. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
  11. HIPAA: 45 CFR 164.500 - 164.534.
  12. 2 CFR 200.303 regarding reasonable measures to safeguard protected personally identifiable information.
    - Information Practices Act (IPA), California Civil Code 1798-55, 1798.78
    - California Civil Code 1798.82
    - California Unemployment Insurance Code Section(s) 1094, 2111 and 2714
    - California Penal Code Section 502
  13. California Welfare and Institutions Code Section 10850
- B. The WDC Partner agrees to comply with the provisions of WIOA as well as the applicable sections of the California Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:
- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
  - No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to WDC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
  - The WDC partner agrees to abide by the current confidentiality provisions of the respective statutes to which WDC operators and other WDC partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The WDC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
- Each party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU as part of the WDC service delivery system.
- C. Each party will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members

who are assigned responsibilities in support of the services and activities provided as part of the WDC service delivery system and who must access the information to perform those responsibilities. Each party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.

- D. Each party will ensure that their staff members are authorized to access personally identifiable information and will identify the types of data and data sources that the authorized staff members will access..

## **Article VIII Administrative and Operations Management**

### **License for Use**

During the term of this MOU, all partners to this MOU shall have a license to use all of the space of the WDCs for the sole purpose of conducting acceptable WDC services as outlined herein.

### **Supervision/Day to Day Operations**

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

Partners will be cross-trained regarding general information for services provided by each Partner located either in comprehensive or affiliate WDCs.

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

Disciplinary actions may result in removal of co-located staff from the WDCs and each party will take appropriate action.

Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsive and shall hold all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

## **Article IX: Agreement Period**

- A. This MOU will be in effect from July 1, 2016 through June 30, 2019, unless an extension is granted per Section B of Article XI.

## **Article X: Termination / Separation**

- A. **MOU Termination:** This MOU will remain in effect until the end date specified in Article IX, Section A, unless:
1. All parties mutually agree to terminate this MOU.
  2. Funding cuts by one or more federal programs are so substantial that WDC operations cannot continue as specified herein and a new MOU must be negotiated.
  3. WIOA regulations or statute is repealed or substantially altered.
  4. Local area designations are changed.
- B. **Partner Separation:** WIOA Section 121(c) mandates the execution of this MOU between the LWDB and partners. However, any single partner may terminate its participation as a party to this MOU upon thirty (30) days written notice to the LWDB. In such an event, the LWDB will provide written notice to all remaining partners and will amend this MOU per Article XI. The termination of one or more partner's participation as a party will not result in a termination of this MOU unless the number or contribution of the terminating partner(s) is so substantial that it necessitates the negotiation of a new MOU.
- C. **Effect of Termination:** Per WIOA Section 121, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the WDC system and will not be permitted to serve on the LWDB as a WDC partner representative.
- D. **Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required partner under WIOA Section 121(b)(1) must send written notice of the change in status to the LWDB as soon as possible. In such an event, a formal amendment to this MOU per Article XI will be required. The entity may continue as an additional partner if mutually agreed by the LWDB, CEO, and the remaining partners.

## **Article XI: Amendment**

- A. This MOU may be amended upon mutual agreement of the parties that is not inconsistent with federal, state, or local laws, regulations, rules, plans, or policies or for one or more of the following reasons:
1. The addition or removal of a partner from this MOU.
  2. Removal or addition of program responsibilities for any partner that administers more than one federal program.
  3. An extension of the effective ending date per Article XI, Section A.
  4. A change in the WDC Operator or Fiscal Agent or a change in the physical location of a WDC.

5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.

B. All parties agree that amendments for the reasons listed in Paragraphs 1 and 2 of Section A need only be signed by authorized representatives of the LWDB, the CEO, and the affected partner(s). Amendments for the reasons listed in all other Paragraphs of this Article or for any changes that will affect the responsibilities of all parties, require the signatures of all parties. The MOU shall be reviewed not less than once every three-year period to ensure appropriate funding and delivery of services; should parties request an extension to the MOU, a review of services shall be conducted prior to granting the extension.

All amendments will involve the following process:

1. The party seeking an amendment will submit a written request to the LWDB that includes:
  - a. The requesting party's name.
  - b. The reason(s) for the amendment request.
  - c. Each Article and Section of this MOU that will require revision.
  - d. The desired date for the amendment to be effective.
  - e. The signature of the requesting party's authorized representative.
2. If the request is approved, the LWDB will notify the remaining parties of the intent to amend and will provide each remaining party thirty (30) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated changes and to submit a response to LWDB. Failure by a party to respond within the prescribed timeframe will be deemed that party's approval of the proposed changes.
3. In the event that a remaining party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to LWDB within the specified timeframe.
4. LWDB will review the listed questions/concerns and will issue a response within fifteen (15) days of receipt of the list. If LWDB deems it necessary, the listed questions/concerns will be sent to all other parties and/or a meeting with all parties will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.
5. The final, approved amendment draft will be signed by authorized representatives of the affected partners, then submitted to LWDB for the final signature.
6. LWDB will distribute copies of the fully executed amendment to all parties and to EDAWDC as the MOU oversight agency upon execution.

- C. This writing constitutes the entire agreement among the parties with respect to each party's role and responsibility in the Area's WDC service delivery system. All parties agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.
- D. All parties agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU and attachments in the performance of responsibilities under this MOU.
- E. Amendments that will require the signatures of all parties must be executed no later than ninety (90) days prior to the end of the MOU period and amendments that require only the signatures of the LWDB, the CEO, and the affected parties must be executed no later than 45 days from the end of the current State Fiscal Year.

#### **Article XII: Non-Discrimination and Equal Opportunity**

The WDC partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or WDC applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The WDC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The WDC partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

#### **Article XIII: American's with Disabilities Act and Amendments Compliance**

The WDC partner agrees to ensure that the policies and procedures as well as the programs and services provided at the WDC 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 Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

#### **Article XIV: Grievances and Complaints Procedure**

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

lowest level of intervention possible.

#### **Article XV: Dispute Resolution**

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

#### **Article XVI: Press Releases and Communications**

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

The parties agree to utilize the America's Job Centers of California (AJCC) logo developed by the State of California and the WDC logo developed by the Local Board identified for WDC usage only. This may include letterhead, envelopes, business cards, any written correspondence and fax transmittals. However, parties agree to continue to discuss the use of the AJCC logo as additional guidance is received from the State of California.

#### **Article XVII: Mutual Hold Harmless/Indemnification/Limitation of Liability**

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify and save harmless each and the other from any and all claims, suits in law or in equity, of any nature whatsoever, paying for any damages or otherwise arising from any alleged negligent act or omission of any of their respective employees or agents which may occur during the performance of this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

#### **Article XVIII: General Provisions**

The laws and regulations listed in this Article are generally applicable to most publically-funded programs administered by Workforce Development. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the parties in their respective roles under this MOU. All parties expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern their particular program state otherwise:

- A. Jobs for Veterans Act. As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2913.
- B. Americans with Disabilities: Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and section 504 of the Rehabilitation Act of 1973.
- C. Pro-Children Act: If any WDC activities call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).
- D. Drug-Free Workplace: Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. Ethics Laws: Each party certifies that by executing this MOU, it has reviewed, knows and understands the California's ethics and conflict of interest laws, which includes the Governor's Executive Order 2008454 and its amendment pertaining to ethics. Each party further agrees that it will not engage in any action(s) inconsistent with California ethics laws or the aforementioned Executive Order.

#### **Article XIX: Partial Invalidity**

All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of the State of California. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this MOU and in which a state agency is a party shall be filed in the US District Court of Riverside County. Should any portion of this MOU be found unenforceable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

#### **Article XX: Counterpart**

This agreement may be executed in one or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

## Definitions

- A. Administrative Entity: Entity(ies) designated by the CEO to coordinate and administer WIOA activities and services within a local area on the LWDB's behalf and in accordance with all applicable federal, state, and local laws, regulations, rules, policies, plans, and the terms of this MOU.
- B. Chief Elected Official: Identified in WIOA Section 3 Definitions(9) as the chief elected officer of a unit of general local government in a local area or the individual(s) designated under a local agreement pursuant to WIOA Section 107(c)(1)(B).
- C. Career Services: The services which shall be available, at a minimum, to individuals who are adults or dislocated workers through the WDC delivery system in each local area. The career services that must be provided as part of the WDC delivery system are listed in WIOA Section 134(c)(2).
- D. Cost Allocation: Per 66 Fed. Reg. 29639, cost allocation is the measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of WDC operating costs. (*interim regulation until final rule is published*)
- E. Fair Share: The portion of WDC operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the WDC system. (*interim regulation until final rule is published*)
- F. Fiscal Agent: An entity appointed by a local area's CEO in accordance with WIOA Section 107 (d)(12)(B)(i)(II) & (III)) to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development activities in the local area. WIOA Section 107(d)(12)(B)(i)(II) provides that designation of a fiscal agent does not relieve the CEO from his/her liability for any misuse of grant funds.
- G. Local Workforce Development Board (LWDB): Established by the California Governor under Executive Order 2009 438 dated May 12, 2009 to assist the Governor in creating an integrated statewide strategic plan for workforce development which will link workforce policies, education and training programs, and funding streams with the economic needs of California and its regions and in complying with the provisions and requirements of WIOA Section 101.
- H. In-Kind Contributions: 66 Fed. Reg. 29639-29640 defines these types of contributions as donations from third parties that are not to be confused with contributions to the WDC by partner programs of such things as space, equipment, staff, or other goods and services for which the partner program incurs a cost. In-kind contributions may include funding from philanthropic organizations or other private entities or through other alternative financing options, to provide a stable and equitable funding stream for on-going WDC delivery system operations. WIOA 121 (c)(2)(A)(i). (*interim regulation until final rule is published*)
- I. Local Area: A local workforce development area designated by the Governor, under section 106, subject to sections 106(c)(3)(A), 107(c)(4)(B)(i), and 189(i) Local Workforce Development Board (LWDB): The board created by the CEO pursuant to WIOA Section



107 with responsibility for the development of the local plan and for oversight of the workforce development activities in the local area.

- J. Additional Partner: Per WIOA 121 (b)(2), an entity that carries out a program not identified as required under WIOA, that is approved by the LWDB and the CEO, may be included as a WDC partner in a local area.
- K. Workforce Development Center One-Stop Delivery System: The WDC delivery system is essentially a collaborative effort among public service agencies, non-profit organizations and private entities that administer workforce development, educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers.
- L. Workforce Development Center One-Stop Operator: An entity or consortium of entities designated in accordance with WIOA Section 121(d) to operate a WDC site and to perform WDC service delivery activities in accordance with all applicable federal, state, and local laws, regulations, rules, policies, plans, and the terms of this MOU.
- M. Required Partner: An entity that carries out one or more of the programs or activities identified under WIOA Section 121 (b)(1) and is required under that Section to participate in the WDC delivery system and to make the career services under its program or activity available through the WDC system.
- N. Resource Sharing: Per 66 Fed. Reg. 29639, Resource Sharing is the cash and/or resources each partner will contribute to fund its fair share of costs for operation of the WDC system. This can include "in-kind" contributions from third parties to partner programs. The LWDB, CEO and WDC partners may fund the costs of infrastructure of WDCs through methods agreed on by the LWDB, CEO and WDC partners through Resource Sharing. (*interim regulation until final rule is published*)
- O. Training Services: Services to adults and dislocated workers as described in WIOA Section 13a(c)(3). Per WIOA 134(c)(3)(D) these may include occupational skills training, including training for nontraditional employment, on-the-job training, incumbent worker training, programs that combine workplace training with related instructions, which may include cooperative education programs, private-sector training programs, skill upgrading and retraining, apprenticeships, entrepreneurial training, transitional jobs, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- P. WIOA: The Workforce Innovation and Opportunity Act amends the Workforce Investment Act of 1998 to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes.
- Q. WIOA Local Plan: Per WIOA Section 108, the local plan is a comprehensive 4-year plan developed by each LWDB, in partnership with the chief elected official and submitted to the Governor. The plan shall support the strategy described in the State plan. At the end of the first 2-year period of the 4-year local plan, each local board shall review the local plan, and the local board, in partnership with the chief elected official, shall prepare and

submit modifications to the local plan to reflect changes in labor market and economic conditions or in other factors affecting the implementation of the local plan. Plans identify the respective local area's current and projected workforce investment needs, the WDC delivery system, performance standards, and strategies to address the workforce investment needs in consideration of performance standards per WOA Section 116.

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Chief Elected Official]***

**John J. Benoit, Riverside County Board of  
Supervisors Chair**

\_\_\_\_\_  
Authorized Signatory and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone number / Facsimile number

\_\_\_\_\_  
E-mail address

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Neal R. Kipnis,  
Deputy County Counsel

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[LWDB Chairperson]***

**Jamil Dada, Workforce Development Board  
Chair**

\_\_\_\_\_  
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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Workforce Development Director]***

**Heidi Marshall, Director of Workforce  
Development**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Employment Development Department]***

**Cheri Greenlee, Deputy Division Chief, Employment Development Dept. Workforce Services**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Employment Development Department – UI Division]***

**Agustin Huerta, Administrator, Riverside UI Center, Employment Development Dept. UI Branch**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Department of Rehabilitation]***

**Robert Loeun, DOR Inland Empire District Administrator**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Department of Public Social Services]***

**Susan von Zabern, Director, Department of Public Social Services**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

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***[Riverside County Office on Aging]***

**Anna Martinez, Director, Riverside County Office on Aging**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Riverside Community College District]***

**Dr. Michael Burke, Chancellor**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

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***[College of the Desert]***

**Joel L. Kinnamon, Ed.D., Superintendent / President**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

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***[Inland Empire Job Corps]***

**Suzanne Schaeffer, Center Director**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Center for Employment Training]***

**Hermelinda Sapien, CEO**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[California Indian Manpower Consortium, Inc.]***

**Lorenda T. Sanchez, Executive Director**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Morongo Band of Mission Indians Council]***

**Robert Martin, Chairman**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Torres-Martinez Desert Cahuilla Indians]***

**Mary Resvaloso, Chairperson**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Soboba Band of Luiseño Indians Council]***

**Rosemary Morillo, Tribal Chair to the Soboba Band of Luiseño Indians Council**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Pechanga Band of Luiseño Indians Council]***

**Mark Macarro, Chairman**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Beaumont Unified School District]***

**Carol Severns, Assistant Superintendent of Business Services**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Coachella Valley Unified School District]***

**Dr. Darryl S. Adams, Superintendent**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Corona-Norco Unified School District]***

**Jordana Moreno, Director**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Jurupa Unified School District]***

**Dave Doubravsky, Assistant Superintendent**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Lake Elsinore Unified School District]***

**Dr. George Landon, Deputy Superintendent of Administrative and Fiscal Services**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Moreno Valley Unified School District]***

**Dr. Martinrex Kedziora, Chief Academic Officer**

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**Francine Story, Chief Business Official, Interim**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

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***[Mt. San Jacinto Community College District]***

**Becky Elam, Vice President Business Services**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

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***[Murrieta Valley Unified School District]***

**Pat Kelley, Superintendent**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

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***[Riverside County Office of Education]***

**Diana Walsh Reuss, Associate Superintendent of Student Programs and Services**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Riverside Unified School District]***

**Antonio Garcia, Assistant Superintendent**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Housing Authority]***

**Heidi Marshall, Director**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[Community Action Partnership]***

**Brenda Freeman, Executive Director**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[El Sol Neighborhood Educational Center]***

**Alexander Fajardo, Executive Director**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

**[Learn4Life]**

**Bill Toomey, Chief Academic Officer**

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MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Riverside County California  
Riverside County Workforce Development Center Operations

Signature Page

***[California Family Life Center]***

**Mary Jo Ramirez, Program & Development Director**

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## Riverside County Workforce Development Center Memorandum of Understanding

### Attachments

Attachment A: Parties to the Agreement

Attachment B: Riverside County Workforce Development Centers (listing)

Attachment C: Administrative Structure

Attachment D1: Job Seeker Customer Work Flow

Attachment D2: Business Services Customer Work Flow

Attachment E: Workforce Development Center Services

Attachment F: Required Partner Services

Attachment G: Additional Partner Services

Attachment H: Partner Referral for Services

Attachment I: Workforce Development Center Service Delivery Codes

Attachment J: Partner Acronyms

**Parties to the Agreement**

**ATTACHMENT A**

LWDB: County of Riverside Economic Development Agency/Workforce Development

CEO Name(s): John J. Benoit

**Required Partners**

Partner Name	Program	Program Authority
Beaumont Unified School District Coachella Valley Unified School District Corona-Norco Unified School District Jurupa Unified School District Lake Elsinore Unified School District Moreno Valley Unified School District Mt. San Jacinto Community College District Murrieta Valley Unified School District Riverside County Office of Education Riverside Unified School District	Adult Basic Education (ABE) English as a Second Language (ESL) Adult Secondary Education (ASE) English Literacy and Civic Education: Civic Participation and Citizenship Preparation	Adult Education and Literacy W I O A 121(b)(1)(B)(iii) - Title II
EDA / Housing Authority	Housing Programs	Department of Housing and Urban Development (HUD)- Employment and Training Programs W IOA 121 (b)(1)(B)(xi))
Riverside Community College, Mt. San Jacinto Community College, College of the Desert,	Vocational Education	Career & Technical Education Programs - Postsecondary Vocational Education- Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
Center for Employment Training - CET	Vocational Education	Migrant Seasonal Farmworkers Title I, Title II Vocational Education
Department. of Rehabilitation	Vocational Rehabilitation Programs	Rehabilitation Act, Title I, Parts A & B – Rehabilitation Services Commission (29 USC 720)
Department of Public Social Services	Temporary Assistance to Needy Families (TANF) Welfare-to-Work	Social Security Act-Part A, Title IV (TANF) (42 u.s.c.601 et seq.), subject to subparagraph (C)
Office on Aging	Senior Community Service Employment	Older Americans Act Title V – Senior Community Service Employment Program (SCSEP) (42 USC 3056)
EDD – TAA/TRA	NAFTA	Trade Act Title II, Chapter 2–Trade Adjustment Assistance (TAA) (19 usc 2271)
EDD – UI Branch	Unemployment Insurance	Unemployment Insurance (UI)- (5USC 85) (ORC Chapter 4141)
EDD – Workforce Services	Wagner-Peyser	WIOA Title III –Wagner-Peyser Act Programs (29 USC 49)
EDA / Workforce Development	Workforce Development Programs	WIOA Title I -Adult, Dislocated Worker, and Youth Programs
EDD – Veterans, Community Action Partnership - CAP	Vet Programs	-Veteran's Workforce Programs – Chapter 41 of title 38, United States Code; WIOA 121(b)(1)(B)(viii)
Inland Empire Job Corps	Older Youth & Young Adult (Ages 16- 24), Education & Career Technical Training Programs	WIOA Title I – Job Corps (29 USC2881-2900, 29 us 2901)
EDD – Farm Workers	Agricultural Community Employment Services	WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC2912, 29 us 2919)
California Family Life Centers	Youth Programs	WIOA Title I – Youthbuild- WIOA Section 171
Morongo Band of Mission Indians Council Torres-Martinez Desert Cahuilla Indians Soboba Band of Luiseno Indians Council Pechanga Band of Luiseno Indians Council	Native American Programs Tribal TANF	WIOA Title I – Native American Programs (29 USC 2911, 29 USC 2919)
CA Indian Manpower Consortium, Inc.	Workforce Development Programs	

Additional Partners

Partner Name	Program	Program Authority
Learn4Life -Lake Elsinore, Murrieta, Moreno Valley, Riverside, Casa Blanca	College & Career Readiness, Career Technical Training for ages 14 – 24, High School Diploma programs	California Department of Education Education and Literacy programs Title II
El Sol Neighborhood Educational Center	Adult Ed, English as a second Language, High School Equivalency and El Civics courses	Adult Education and Literacy WIOA Title II

**Riverside County Workforce Development Centers**

**ATTACHMENT B**

Area's WDC System consists of (#): 6 WDCs, 6 Youth Centers

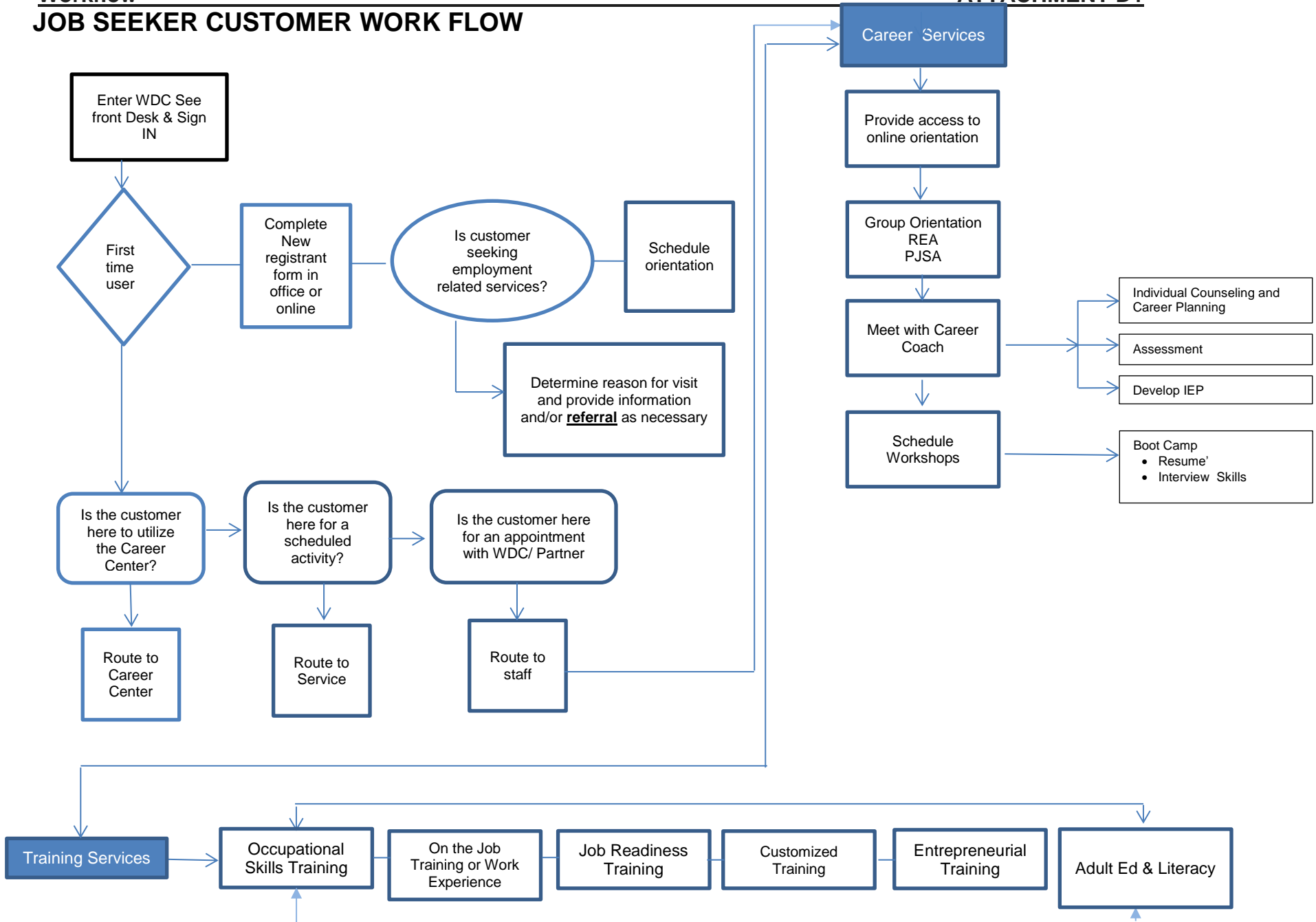
Access	Location Code	WDC Career Center Name	Address	WDC Manager
Comprehensive	089	Riverside WDC	1325 Spruce Street, Suite 110, Riverside, CA 92507	Linda Arnold, Miriam Ordiales & Enjoli Burries
Comprehensive	330	Southwest WDC (Murrieta)	30135 Technology Drive, Murrieta, CA 92563	Olga Cornejo & Don Froman
Comprehensive	090	Indio WDC	44199 Monroe St. Suite B, Indio, CA 92201	Beatrice Putz, Yvonne Villalobos & Elisa Mitchell
Affiliate	092	Hemet WDC	749 State Street Hemet, CA 92543	Olga Cornejo
Affiliate		Moreno Valley	12625 Frederick St. Suite K-3, Moreno Valley, CA 92552	Carolina Rubvalcava
Affiliate	16160	Blythe	1 College Drive, PE Building Blythe, CA 92225	Robert Sanchez
Access Points	272	Rubidoux YOC	5656 Mission Blvd. Riverside, CA 92509	CFLC – Jeremy May
Access Points	239	Lake Elsinore Plant Youth YOC	400 W. Graham Lake Elsinore, CA 92530	CFLC – Jerry Fite
Access Points	069	Hemet Empower Youth YOC	930 N. State Street Hemet, CA 92543	CFLC – Greg Snow Mary Jo Ramirez, Program Director
Access Points	332	Moreno Valley YOC	22635 Alessandro Blvd. Moreno Valley, CA 92553	RESCARE – Christina Limpus
Access Points	237	The Perris Oasis YOC	351 Wilkerson Ave. Perris, CA 92570	RESCARE – Jenica Paleo
Access Points	238	Indio YOC	45-570 Grace St., Suite I Indio, CA 92201	RESCARE – Jesse Vela

\*Definitions: Comprehensive-Provides access to the programs, services, and activities of all required AJCC partners.

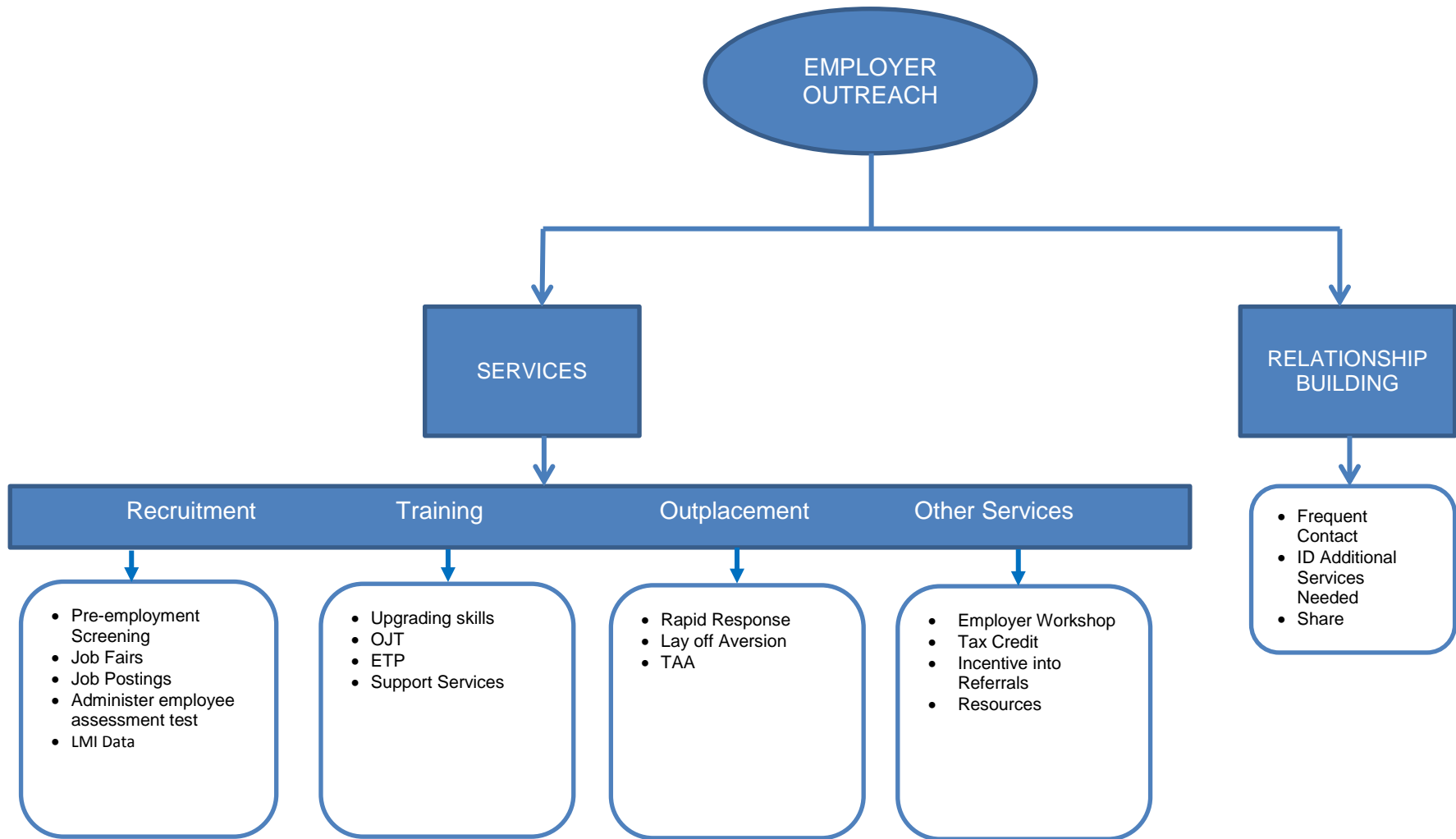
Affiliate: Provides access to one or more of the AJCC programs/partners

	Entity	Entity Name & Contact	Address	Email
1	WDC Operator	EDA/WDD – Heidi Marshall	1325 Spruce St. Riverside, CA 92507	<a href="mailto:hmarshall@rivcoeda.org">hmarshall@rivcoeda.org</a>
	Administrative Entity	EDA – Rob Field	3403 10 <sup>th</sup> St. Suite 400 Riverside, CA 92501	<a href="mailto:rfield@rivcoeda.org">rfield@rivcoeda.org</a>
	Fiscal Agent	EDA – Janet McFall	3133 Mission Inn Ave., Riverside, CA 92507	<a href="mailto:jmfall@rivcoeda.org">jmfall@rivcoeda.org</a>
	Chief Elected Official	BOS - John J. Benoit	4080 Lemon St., 5 <sup>th</sup> Floor Riverside, CA 92502	<a href="mailto:District4@rcbos.org">District4@rcbos.org</a>
	State Agency	EDD - Cheri Greenlee	30135 Technology Dr. Murrieta, CA 92563	<a href="mailto:Cherilyn.greenlee@edd.ca.gov">Cherilyn.greenlee@edd.ca.gov</a>

# JOB SEEKER CUSTOMER WORK FLOW







**Career Services:**

Career services include self-help services, services requiring minimal staff assistance and services requiring more staff involvement, generally provided to individuals unable to find employment through basic career services, and deemed to be in need of more concentrated services to obtain employment; or who are employed but deemed to be in need of more concentrated services to obtain or retain employment that allows for self-sufficiency.

1. **Eligibility Determination:** This is the process of obtaining and documenting information about an individual's circumstances and comparing that information with the criteria set by an agency or program to decide if the individual qualifies for participation.
2. **Intake and Orientation:** Outreach activities involve the collection, publication, and dissemination of information on program services available and directed toward jobless, economically disadvantaged, and other individuals. Intake is the process of collecting basic information, e.g., name, address, phone number, SSN, and all other required information to determine eligibility or ineligibility for an individual's program. Orientation, whether offered in a group setting, one-on-one, or electronically, is the process of providing broad information to customers in order to acquaint them with the services, programs, staff, and other resources at the Workforce Development Center (WDC), affiliate, or self-service location
3. **Initial Assessment:** For individuals new to the workforce system, initial assessment involves the gathering of basic information about skill levels, aptitudes, abilities, barriers, and supportive service needs in order to recommend next steps and determine potential referrals to partners or community resources.
4. **Job Search, Placement Assistance, and Career Counseling:** Job Search helps an individual seek, locate, apply for, and obtain a job. It may include but is not limited to: job finding skills, orientation to the labor market, resume preparation assistance, development of a job search plan, job development, referrals to job openings, placement services, job finding clubs, job search workshops, vocational exploration, relocation assistance, and re-employment services such as orientation, skills determination, and pre-layoff assistance. Placement Assistance is a service that helps people to identify and secure paid employment that matches their aptitude, qualifications experiences, and interests. Career Counseling is a facilitated exploration of occupational and industrial information that will lead to a first, new, or a better job for the individual.
5. **Employment Statistics-Labor Market Information:** Collect and report data about employment levels, unemployment rates, wages and earnings, employment projections, jobs, training resources, and careers; see ONet, CalJOBS<sup>sm</sup>, LMI.
6. **Eligible Provider Performance / Program Cost Information:** Collect and provide information on:
  - A. Eligible training service providers (described in WIOA Section 122)
  - B. Eligible youth activity providers (described in WIOA Section 123).
  - C. Eligible adult education providers (described in WIOA Title II).
  - D. Eligible postsecondary vocational educational activities and vocational educational activities available to school dropouts under the Carl Perkins Act (20 USC 230 I).
  - E. Eligible vocational rehabilitation program activities (described in Title I of the Rehabilitation Act of 1973).
7. **Local Performance Information:** Collect and provide information on the local area's recent performance measure outcomes
8. **Supportive Services' Information:** Collect and provide information on services such as transportation, childcare, dependent care, housing, and needs-related payments that are necessary to enable an individual to participate in employment and training activities.
9. **Unemployment Insurance:** Collect and provide information on filing claims for state benefit payments that protect individuals from economic insecurity while they look for work. Claims may be

filed on-line or via telephone available in the WDC.

10. **Eligibility Assistance:** Provide guidance to individuals on eligibility for other programs and on financial aid assistance for training and education programs that are available in the local area.
11. **Follow-Up Services:** Services provided to participants who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment. These services assist those individuals to maintain employment or qualify for promotions with that employment
12. **Comprehensive and Specialized Assessments:** A closer look at the skills levels and service needs that may include:
  - A. Diagnostic Testing and use of other assessment tools; and
  - B. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
13. **Individual Employment Plan Development:** Working with individuals to identify their employment goals, the appropriate achievement objectives, and the appropriate combination of services that will help the individual achieve those goals.
14. **Group Counseling**
15. **Individual Counseling and Career Planning**
16. **Case Management:** For participants who receive training services under WIOA Section 134(d)(4).
17. **Short-Term Prevocational Services:** Can include development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.

#### **Training Services:**

Services offered through a training provider to help individuals upgrade their skills, earn degrees and certifications, or otherwise enhance their employability through learning and education. Types of training services include:

1. **Occupational Skills Training:** An organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels
2. **On-the-Job Training (OJT):** Training by an employer that is provided to a paid participant while engaged in productive work that is limited in duration, provides knowledge or skills essential to the full and adequate performance of the job, and reimburses the employer for the costs associated with training the OJT trainee often calculated based on a percentage of the trainee's wages
3. **Workplace and cooperative education:** Programs that combine workplace training with related instruction, which may include cooperative education programs
4. Training programs operated by the private sector
5. **Skills upgrading and retraining:** Courses that prepare persons for entrance into a new occupation through instruction in new and different skills demanded by technological changes. These courses train incumbent workers in specific skills needed by that business or industry and that lead to potential career growth and increased wages. This includes courses that develop professional competencies that are particularly relevant to a vocational & occupational goal. It must be demonstrated that the training will result in the workers' acquisition of transferable skills or an industry-recognized certification or credential.
6. **Entrepreneurial training**
7. **Job-readiness training**

**8. Adult Education and Literacy (ABE/ESL/ASE) programs:**

Adult education programs provide services to (1) assist adults to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency; (2) assist adults who are parents or family members to obtain education and skills; (3) assist adults in attaining a secondary school diploma and postsecondary education and training, including through career pathways; and (4) assist immigrants and other individuals who are English language learners. Services include, but are not limited to, a comprehensive assessment and placement, orientation and counseling, instruction, coursework, or workshops that provide direction for the development and ability for adult learners to read, write, and speak in English, compute, and solve problems, at levels of proficiency necessary to function in society or on the job.

**9. Customized training:** Training that is designed to meet the special requirements of an employer or group of employers and that is conducted with a commitment by the employer to employ an individual upon successful completion of the training and for which the employer pays for a portion of the cost of training

**Business Services:**

WDC services offered to employers include:

1. Employer needs assessment: Evaluation of employer needs, particularly future hiring and talent needs.
2. Job posting: Receiving and filling of job openings; searching resumes; providing access to a diverse labor pool
3. Applicant pre-screening: Assessing candidates according to the employer's requirements and hiring needs; referring candidates based on their knowledge, skills, and abilities relative to the employer requirements.
4. Recruitment assistance: Raising awareness of employers and job openings and attracting individuals to apply for employment at a hiring organization. Specific activities may include posting of employer announcements, provision of job applications, and hosting job fairs and mass recruitments
5. Training assistance: Providing training resources to enable employers to upgrade employee skills, introduce workers to new technology, or to help employees transition into new positions.
6. Labor Market Information: Access to information on labor market trends, statistics, and other data related to the economy, wages, industries, etc.
7. Employer information and referral: Provision of information on topics of interest to employers such as services available in the community, local training providers, federal laws and requirements, tax information, apprenticeship programs, human resource practices, alien labor certification, incentive programs such as WOTC or the federal bonding program, etc.
8. Rapid Response and Layoff Aversion: Provision of services to prevent downsizing or closure, or to assist during layoff events. Strategies may include incumbent worker training to avert lay-offs, financing options, employee ownership options, placement assistance, worker assessments, establishment of transition centers, labor-management committees, peer counseling, etc.

Career Services:	Career Services offered through the WDC include services: CS1 - 17
Training Services:	Training Services offered through the WDC include services: TS1 - 9
Employer Services:	Employer Services offered to employers include services: ES1 - 8

Required Partner Services

ATTACHMENT F

Partner Name	Program Name (from Attachment A)	Services (Enter Number from Attachment E)			Service Delivery Method (Attachment I)	Location Code (Attachment B)
		Career	Training	Employer		
Beaumont Unified School District	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17,	TS7 & TS8		T, A, B, P	
Coachella Valley Unified School Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17,	TS7 & TS8		T, A, B, P	
Corona-Norco Unified School Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Jurupa Unified School Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Lake Elsinore Unified School Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Moreno Valley Unified School Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Mt. San Jacinto Community College Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS10, CS12, CS13, CS15, CS17	TS7 & TS8		T, A, B, P	
Murrieta Valley Unified School Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Riverside County Office of Education	Title I – Youth Build; Title II - Adult Education & Literacy; WIOA Programs	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Riverside Unified School Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
EDA/Housing	Housing Programs					

Partner Name	Program Name (from Attachment A)	Services (Enter Number from Attachment E)			Service Delivery Method (Attachment I)	Service Delivery Method (Attachment I)
		Career	Training	Employer		
Riverside Comm. College, Mt San Jacinto Community College, College of the Desert	Career & Technical Education programs	CS2, CS3, CS4, CS10, CS13,	TS7 & TS8		T, A, B, P	
Department of Rehabilitation	Title I Part A & B Vocational Rehabilitation Programs	CS1-5, CS8, CS10, CS12-13, CS16-17	TS2, TS7-8		T, A, B	
Dept. of Public Social Services	Title IV - TANF, Welfare-to-Work	CS1-6, CS8-11, CS12-13, CS17	TS2, TS7-8		C, T, A, B	
Office on Aging	Title V - Senior Community Services, Employment	CS2-4, CS6, CS8, CS12-13	TS7		T, A, B, P	
EDD – TAA/TRA	Title II - NAFTA	CS2-5, CS12-13			FT, T, A, B	089, 090, 330, 16160
EDD – UI Branch	Unemployment Insurance	CS9			T, A	
EDD – Workforce Services	Title III - Wagner-Peyser	CS2-5, CS9, CS13			FT, T, A, B, P	089, 090, 330, 16160
EDD - Veterans	Vet Programs	CS2-5, CS12-13			FT, T, A, B, P	089, 090, 330, 16160
EDD – Farm Workers	Title I - Migrant & Seasonal Farm Workers Programs	CS2-5			FT, T, A, B, P	090, 16160
EDA – Workforce Development Division	Title I Adult, Dislocated Workers, and Youth Programs	CS1-8, CS10-11, CS13-17	TS1-5, TS7, TS9	ES1-8	FT, T, A, B, P	089, 090, 330, 16160
Inland Empire Job Corps	Title I - Job Corps	CS1-5, CS8, CS11, CS13-16	TS1, TS7-TS9	BS2, BS4, BS6	FT, T, A, B, P	089

Partner Name	Program Name	Services (Enter Number from Attachment E)			Service Delivery Method (Attachment I)	Service Delivery Method (Attachment I)
		Career	Training	Employer		
California Family Life Centers	Title I - Youthbuild	CS1-8, CS10-17	TS1, TS3, TS7, TS9		C/OFF, T, B	069, 239, 272
Center for Employment Training - CET	Title I - Migrant Seasonal Farmworkers; Title II - Vocational Education	CS2-4, CS10, CS13, CS17	TS7-8		T, A, B, P	
Morongo Band of Mission Indians Council Torres-Martinez Desert Cahuilla Indians Soboba Band of Luiseno Indians Council Pechanga Band of Luiseno Indians Council	Title IV – Tribal TANF	CS2-4, CS6, CS12-13, CS17	TS2, TS7-8		T, A, B, P	
CA Indian Manpower Consortium, Inc.	Title I – Native American Programs, Workforce Development Programs	CS1-8, CS10-11, CS13-17	TS1-7, TS9		T, A, B, P	

Required Partner Services: The table above identifies the services each required partner will provide and the method(s) of service delivery each partner will use. The services are identified by the corresponding numbers listed for each service in the WDC Services Document. The service delivery methods are identified by the codes listed in the WDC Services Document.

**Additional Partner Services**

**ATTACHMENT G**

Partner Name	Program Name (from Attachment A)	Services (Enter Number from Attachment E)			Service Delivery Method (Attachment I)	Location Code (Attachment B)
		Career	Training	Employer		
El Sol Neighborhood Education Center	Title II – Adult Ed., ESL, HS Equivalency, EI Civics	CS2-3, CS11-12, CS15	TS3 & TS7-8		T, B, P	
Learn4Life	College & Career Readiness, High School Diploma programs	CS2-3, CS11-12	TS3 & TS7-8		T, B, P, FT	

Additional Partner Services: WIOA Section 121(b)(2)(B) describes the types of programs that may be included as "additional" programs in the WDC delivery system. The table above identifies the services each additional partner will provide and the method(s) of service delivery each partner will use. The services are identified by the corresponding numbers listed for each service in the WDC Services document. The service delivery methods are identified by the codes listed in the WDC Services Document.

Per WIOA Section 121 (c) access to each partner's services and activities other than those identified in Section B will be provided as follows:

Partner Name	Program Name	Method of Access to Other Services



Riverside County  
America's Job Center of California  
**WIOA PARTNER REFERRAL FOR SERVICES**

Date: \_\_\_\_\_  
Customer's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Referred To (Organization): \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Ext.: \_\_\_\_\_

- Referred For:
- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Assessment                | <input type="checkbox"/> SSI/SSDI                  | <input type="checkbox"/> Transportation      |
| <input type="checkbox"/> Family Services           | <input type="checkbox"/> Medical/Health Services   | <input type="checkbox"/> Food Assistance     |
| <input type="checkbox"/> Education/Training        | <input type="checkbox"/> Financial Assistance      | <input type="checkbox"/> UI                  |
| <input type="checkbox"/> Counseling, Personal      | <input type="checkbox"/> Housing                   | <input type="checkbox"/> Senior Services     |
| <input type="checkbox"/> Veteran's Services        | <input type="checkbox"/> Abuse Advocate            | <input type="checkbox"/> Crisis Intervention |
| <input type="checkbox"/> Placement/Job Development | <input type="checkbox"/> Vocational Rehabilitation | <input type="checkbox"/> Other               |

Specify: \_\_\_\_\_

List of Other Agencies Referred To: \_\_\_\_\_

Referring from (Organization): \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Referred By: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Response Requested:  Yes  No Phone Confirmation:  Yes  No  
Date Referred: \_\_\_\_\_ Method of Referral:  Fax  Email  Text  
Comments: \_\_\_\_\_

- Attachments (if applicable):
- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Release of Information | <input type="checkbox"/> Assessments       | <input type="checkbox"/> Intake/Eligibility or Employment Plan |
| <input type="checkbox"/> Payment Authorization  | <input type="checkbox"/> Work Restrictions | <input type="checkbox"/> Other: _____                          |

\*Note to the Customer: "THIS IS A REFERRAL ONLY!"

Services will be determined by the provider according to the agency guidelines.

\*Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling (951) 955.3100 or TTY (951) 955.9050.  
Individuals with speech and/or hearing impairments may call CA Relay 711.

<b>Service Delivery Codes:</b>	
<b>Code</b>	<b>Method Description</b>
<b>FT</b>	On-Site Staff Full Time
<b>PT</b>	On-Site Staff Part Time
<b>C</b>	Contracted Service On-Site Full Time
<b>C/PT</b>	Contracted Service On-Site Part Time
<b>C/Off</b>	Contracted Service Off-Site
<b>T</b>	Access Via Telephone
<b>A</b>	Access Via Automated System
<b>B</b>	Brochure/Handout
<b>P</b>	Posting at One-Stop Center
<b>O</b>	Other
<b>NA</b>	Not Applicable

**Partner Acronyms**

**ATTACHMENT J**

<b>Partner Name</b>	<b>Acronyms</b>
California Family Life Centers	CFLC
California Indian Manpower Consortium Inc.	CIMC
Coachella Valley Unified School District	CVUSD
College of the Desert	COD
Corona-Norco Unified School District	CNUSD
Department of Public Social Services	DPSS
Department of Rehabilitation	DOR
Economic Development Agency/Workforce Development Division	EDA/WDD
Economic Development Agency/Housing Authority	EDA/HA
El Sol Neighborhood Education Center	ELSOLNEC
Employment Development Department-Workforce Services	EDD/WS
Employment Development Department-Trade Adjustment Assistance-Trade Readjustment Allowance	EDD-TAA/TRA
Employment Development Department-Unemployment Insurance	EDD/UI
Employment Development Department-Veterans	EDD/VETS
Employment Development Department-Farm Workers	EDD/MSFW
Inland Empire Job Corps	
Jurupa Unified School District	JUSD
Lake Elsinore Unified School District	LEUSD
Learn4life	L4L
Morongo Band of Mission Indians Council	
Moreno Valley Unified School District	MVUSD
Mt. San Jacinto Community College	MSJC
Murrieta Valley Unified School District	MVUSD
Office on Aging	OOA
Pechanga Band of Luiseno Indians Council	
Riverside Community College District	RCCD
Riverside County Office of Education-Jail Program	RCOE
Soboba Band of Luiseno Indians Council	
Torres-Martinez Desert Cahuilla Indians	