

# WORKFORCE DEVELOPMENT BOARD GENERAL BOARD MEETING

WEDNESDAY, NOVEMBER 10, 2021 AT 9:00 AM – 10:30 AM

At this time, the Workforce Development Board (Board) is continuing to hold Board and Committee meetings to conduct essential business pursuant to California Government Code section 54953(e). Members of the public are encouraged to watch and participate electronically.

Topic: WDB General Board Meeting  
Time: Nov 10, 2021 09:00 AM Pacific Time (US and Canada)

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**After raising your hand, the Executive Secretary to the Board will unmute your account and you will have up to three minutes to address the Board.**

#### **Conflict of Interest Advisement**

WDB members please be advised: If an item on the Agenda relates to the provision of services by you, your immediate family, the entity you represent, or any person who has made \$250 in campaign contributions to you during the last twelve months, or if approval or disapproval of an Agenda item would have a foreseeable material effect on an economic interest of you, your immediate family, or the entity you represent, **then please follow these procedures:**

*"When the Agenda item is first introduced, please immediately announce that you are recusing yourself from participating in the agenda item, and then refrain from discussing, voting on, or otherwise influencing the Board's consideration of the Agenda item."*

**WORKFORCE DEVELOPMENT BOARD  
GENERAL BOARD MEETING**

**AGENDA**

WEDNESDAY, NOVEMBER 10, 2021 AT 9:00 AM – 10:30 AM

**OPENING**

- 1) Chair Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Introductions (Roll Call)

**PUBLIC COMMENT**

- 4) Comments from the General Public in Attendance

**CONSENT AGENDA (Roll Call Vote)**

- 5) Approval of Minutes from September 22, 2021 General Board Meeting

**DISCUSSION (Roll Call Vote)**

- 6) Ratification and Adoption of Resolution to Make Certain Findings as Required by California Government Code section 54953(e) to Participate in Public Meetings via Teleconference
- 7) Approval to Develop Agreement with Victor Valley College for Pilot Incumbent Worker Training Program
- 8) Approval of America's Job Center of California System Memorandum of Understanding
- 9) Election of Workforce Development Board Officers: Chair, 1<sup>st</sup> Vice Chair and 2<sup>nd</sup> Vice Chair

**REPORTS/INFORMATION**

- 10) Committee Reports

**ADJOURNMENT**

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In conformity with Government Code section 54957.5, any writing that is a public record, that relates to an item listed on the Agenda, and that will be distributed to all or a majority of the Board less than 72-hours prior to this meeting (or is distributed at this meeting), will be available for public inspection at the time the writing is distributed. This inspection may be made at the office of the Workforce Development Department, 290 North "D" Street, 6<sup>th</sup> Floor, San Bernardino, California 92415-0041, or during this meeting.

The Workforce Development Board meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Board Secretary at least three (3) business days prior to the Board meeting. The Board Secretary's telephone number is (909) 387-9886 and the office is located at 290 North "D" Street, 6<sup>th</sup> Floor, San Bernardino, California 92415-0041. California Relay Service 711

This WIOA Title –I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aides and services are available upon request to individuals with disabilities.

**San Bernardino County  
Workforce Development Board  
Agenda Item**

**MEETING DATE:** November 10, 2021

**ITEM:** (5)

**SUBJECT:** Minutes from September 22, 2021 Workforce Development Board  
General Meeting

**PRESENTED BY:** Brad Gates, Interim Director  
Workforce Development Department (WDD)

**CONSENT**   X                      **DISCUSSION** \_\_\_\_\_                    **INFORMATION** \_\_\_\_\_

**RECOMMENDATION:** Approve Minutes from September 22, 2021 Workforce Development Board  
General Meeting

**BACKGROUND:** See attached minutes

**WORKFORCE DEVELOPMENT BOARD  
GENERAL BOARD MEETING**

**THIS MEETING WAS CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S  
EXECUTIVE ORDER N-29-20 DATED MARCH 17, 2020, WHICH SUSPENDS CERTAIN  
REQUIREMENTS OF THE RALPH M. BROWN ACT.**

**WEDNESDAY, SEPTEMBER 22, 2021, 8:00 AM - 9:00 AM**

**MEETING MINUTES**

**ATTENDANCE:**

<b>Members</b>				<b>Staff to WDB</b>	
	<b>Present</b>		<b>Present</b>		<b>Present</b>
Phil Cothran ( <i>Chair</i> )	X	Lowell King	X	Devra Bell	X
Will Sterling ( <i>Vice-Chair</i> )	X	Scott Kuethen	X	Sophie Akins	X
B.J. Patterson ( <i>Second Vice-Chair</i> )	X	Louie Lopez	X	Marlena Sessions	X
Orlando Acevedo	X	Robert Loeun	X	Brad Gates	X
Cinnamon Alvarez	X	Dale Marsden	X		
Ken Boshart	X	Lina Montes			
Ricardo Cisneros	X	Henry Shannon			
Jimmy Elrod		Shannon Shannon	X		
Mike Gallo		Jonathan Weldy	X		
Cherilyn Greenlee	X				

**OPENING**

- 1) **Chair Call Meeting to Order** at 8:00 AM
- 2) **Pledge of Allegiance** – Lowell King led the Pledge of Allegiance
- 3) **Introductions** – The Board Secretary took roll call attendance.

**PUBLIC COMMENT**

- 4) **Comments from the General Public in Attendance**  
There were no public comment cards presented.

## **CONSENT AGENDA (Roll Call Vote)**

- 5) Approval of Minutes from May 19, 2021 General Board Meeting**
- 6) Approval of Minutes from July 15-16, 2021 General Board Meeting**
- 7) Approve Funding for Business Services Outreach Support to the Chino Valley Chamber of Commerce, Fontana Chamber of Commerce, Greater High Desert Chamber of Commerce, Greater Ontario Business Council, IE CEEM, and Redlands Chamber of Commerce**

The Chair, Phil Cothran, recused himself from leading the consent agenda, due to a conflict of interest with item #7. The Vice Chair, Will Sterling, asked for any discussion regarding the consent agenda. With no discussion, he requested a motion to approve the consent agenda. Scott Kuethen motioned; Cheri Greenlee seconded the motion.

Pursuant to Government Code section 54953 (b)(2), a roll call vote was called as follows:

Phil Cothran, Chair: Recused  
Orlando Acevedo: Aye  
Cinnamon Alvarez: Absent  
Kenneth Boshart: Absent  
Ricardo Cisneros: Absent  
Jimmy Elrod: Absent  
Mike Gallo: Absent  
Cherilyn Greenlee: Aye  
Lowell King: Recused  
Scott Kuethen: Aye  
Louie Lopez: Aye  
Robert Loebun: Aye  
Dale Marsden: Aye  
Lina Montes: Absent  
B.J. Patterson: Aye  
Henry Shannon: Absent  
Shannon Shannon: Recused  
Will Sterling: Aye  
Jonathan Weldy: Aye

Without further comment or objection, motion carried.

Mr. Sterling handed the meeting back to Mr. Cothran.

## **DISCUSSION ITEMS**

### **8) Approval of America's Job Centers of California Certification**

Brad Gates provided an overview of the item. The Chair noted that participation in this certification included himself, Scott Kuethen and Shannon Shannon. Each discussed their experience with the process. Angela Gardner, the One Stop Operator, thanked everyone for their hard work and participation.

The Chair requested a motion to approve. Dale Marsden motioned; Lowell King seconded the motion. The Board Secretary took a roll call vote.

Pursuant to Government Code section 54953 (b)(2), a roll call vote was called as follows:

Phil Cothran, Chair: Aye  
Orlando Acevedo: Aye  
Cinnamon Alvarez: Aye  
Kenneth Boshart: Aye  
Ricardo Cisneros: Aye  
Jimmy Elrod: Absent  
Mike Gallo: Absent  
Cherilyn Greenlee: Aye  
Lowell King: Aye  
Scott Kuethen: Aye  
Louie Lopez: Aye  
Robert Loeun: Aye  
Dale Marsden: Aye  
Lina Montes: Absent  
B.J. Patterson: Aye  
Henry Shannon: Absent  
Shannon Shannon: Aye  
Will Sterling: Aye  
Jonathan Weldy: Aye

Without further comment or objection, motion carried by unanimous vote.

**9) Approve Selection of Goodwill of Southern California as the One Stop Operator for San Bernardino County**

Brad Gates provided an overview of the item and noted that selection of a One Stop Operator (OSO) must be done every 4 years. Angela Gardner was our original OSO and he thanked her for her years of hard work. Mr. Gates also noted 2 RFP's were released and both failed. The State gave permission for a sole source and Goodwill of Southern California was selected to fill that role. Several Board members expressed their appreciation to Ms. Gardner for her assistance during the past several years.

The Chair requested a motion to approve. Ricardo Cisneros motioned; B.J. Patterson seconded the motion. The Board Secretary took a roll call vote.

Pursuant to Government Code section 54953 (b)(2), a roll call vote was called as follows:

Phil Cothran, Chair: Aye  
Orlando Acevedo: Aye  
Cinnamon Alvarez: Aye  
Kenneth Boshart: Aye  
Ricardo Cisneros: Aye  
Jimmy Elrod: Absent  
Mike Gallo: Absent  
Cherilyn Greenlee: Aye  
Lowell King: Recused  
Scott Kuethen: Aye

Louie Lopez: Aye  
Robert Loeun: Aye  
Dale Marsden: Aye  
Lina Montes: Absent  
B.J. Patterson: Aye  
Henry Shannon: Absent  
Shannon Shannon: Aye  
Will Sterling: Aye  
Jonathan Weldy: Aye

Without further comment or objection, motion carried by unanimous vote.

**10) Approve Selection of EMSI/Burning Glass to Provide Labor Market and Intelligence Services**

Brad Gates provided an overview of the item and noted that this request for an Economist came from a recommendation from the WDB Finance Committee. A discussion ensued about the timing of the data and what information would be included in these reports. Also discussed were how this information may fit with our internal metrics for measuring our successes.

The Chair requested a motion to approve. Cinnamon Alvarez motioned; Orlando Acevedo seconded the motion. The Board Secretary took a roll call vote.

Pursuant to Government Code section 54953 (b)(2), a roll call vote was called as follows:

Phil Cothran, Chair: Aye  
Orlando Acevedo: Aye  
Cinnamon Alvarez: Aye  
Kenneth Boshart: Aye  
Ricardo Cisneros: Aye  
Jimmy Elrod: Absent  
Mike Gallo: Absent  
Cherilyn Greenlee: Aye  
Lowell King: Abstained  
Scott Kuethen: Aye  
Louie Lopez: Aye  
Robert Loeun: Aye  
Dale Marsden: Aye  
Lina Montes: Absent  
B.J. Patterson: Aye  
Henry Shannon: Absent  
Shannon Shannon: Aye  
Will Sterling: Aye  
Jonathan Weldy: Aye

Without further comment or objection, motion carried by unanimous vote.

## **ADJOURNMENT**

The Chair called for a motion to adjourn. B.J. Patterson motioned; Scott Kuethen seconded the motion. None opposed. Motion carried.

The meeting adjourned at 8:52 AM

The next meeting of the General Board is scheduled for November 10, 2021, at 9:00 AM via Zoom Conference.

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Devra Bell, WDB Secretary



**San Bernardino County  
Workforce Development Board  
Agenda Item**

**MEETING DATE:** November 10, 2021

**ITEM:** (6)

**SUBJECT:** **Ratify Resolution to Make Certain Findings as Required by California Government Code Section 54953(e) to Participate in Public Meetings via Teleconference**

**PRESENTED BY:** Bradley Gates, Interim Director  
Workforce Development Department

**CONSENT** \_\_\_\_\_ **DISCUSSION**  X  **INFORMATION** \_\_\_\_\_

**RECOMMENDATION:** Ratify the action of the Workforce Development Board (WDB) Executive Committee to adopt a Resolution finding that meeting in person presents an imminent risk to the health or safety of attendees as a result of the COVID-19 State of Emergency and direct staff to return with a Board Item for the San Bernardino County Workforce Development Board to ratify the Resolution and consider making the findings required by Assembly Bill 361, in order to continue meeting under its provisions.

**BACKGROUND:** On March 4, 2020, the Governor proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19. On March 17, 2020, the Governor issued Executive Order N-29-20, which, in part, suspended certain provisions of the Ralph M. Brown Act (Brown Act) related to participation in meetings via teleconference in order to provide legislative bodies with more flexibility to hold public meetings while maintaining social distancing due to COVID-19.

On June 11, 2021, the Governor issued Executive Order N-08-21 which, in part, provides that the teleconferencing provisions set forth in Executive Order N-29-20 expire on September 30, 2021. On September 16, 2021, the Governor signed Assembly Bill 361 into law, amending the Brown Act in order to continue some of the teleconferencing flexibility during a State of Emergency.

In order for the Workforce Development Board (WDB) to utilize the teleconferencing provisions of Assembly Bill 361, there must be a proclaimed State of Emergency and either: (1) social distancing measures recommended by State or local officials, or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

As a result of the March 4, 2020, State of Emergency, and the highly contagious Delta variant of COVID-19, meeting in person at the meeting facilities of the WDB presents an imminent risk to the health or safety of attendees due to the unique characteristics of the size and capacity of its meeting facilities, the anticipated number of attendees, and the likely inability to socially distance.

Article VII of the WDB Bylaws authorizes the Executive Board to take action on urgent matters that cannot be timely acted upon by the WDB because of the timing of WDB meetings. The Executive Board adopted the Resolution at its October 13, 2021 meeting. Staff will return to the WDB no later than thirty (30) days after the adoption of this Resolution, with a Board Item for the WDB to consider ratifying this Resolution and make the findings required by Assembly Bill 361, in order to continue meeting under its provisions.

Attachment:  
*Resolution No. 2021-01*

SAN BERNARDINO COUNTY WORKFORCE DEVELOPMENT BOARD

RESOLUTION NO. 2021-01

A RESOLUTION OF THE SAN BERNARDINO COUNTY  
WORKFORCE DEVELOPMENT BOARD  
FINDING THAT MEETING IN PERSON PRESENTS AN IMMINENT RISK TO  
THE HEALTH OR SAFETY OF ATTENDEES  
AS A RESULT OF THE COVID-19 STATE OF EMERGENCY

WHEREAS, on March 4, 2020, the Governor proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, under the provisions of Government Code section 8571, finding that strict compliance with various statutes and regulations specified in that order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19; and

WHEREAS, Executive Order N-29-20, in part, suspended certain provisions of the Ralph M. Brown Act (Brown Act) related to participation in meetings via teleconference in order to provide legislative bodies with more flexibility to hold public meetings while maintaining social distancing due to COVID-19; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21 which, in part, provides that the teleconferencing provisions set forth in Executive Order N-29-20 expire on September 30, 2021; and

WHEREAS, on September 16, 2021, the Governor signed Assembly Bill 361 into law, amending the Brown Act in order to continue some of the teleconferencing flexibility during a State of Emergency following the expiration of Executive Order N-29-20 on September 30, 2021; and

WHEREAS, in order to utilize the teleconferencing provisions of Assembly Bill 361, there must be a proclaimed State of Emergency and either: (1) social distancing measures recommended by State or local officials, or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, there is currently a State of Emergency in California pursuant to the Governor's March 4, 2020, proclamation; and

WHEREAS, California Department of Public Health (CDPH) and the federal Centers for Disease Control and Prevention (CDC) caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid increases of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019Tncov/variants/deltaTvariant.html>); and

WHEREAS, the CDC has established a "Community Transmission" metric with 4 tiers designed to reflect a community's COVID-19 case rate and percent positivity; and

WHEREAS, San Bernardino County currently has a Community Transmission metric of “high”; and

WHEREAS, due to the seriousness of the current pandemic situation, the CDC and CDPH recommend that all persons, regardless of vaccination status, wear facial coverings indoors; and

WHEREAS, due to the ongoing State of Emergency and the public health threat posed by COVID-19, the San Bernardino County Workforce Development Board seeks to make findings, as required by Assembly Bill 361, that as a result of the COVID-19 State of Emergency, the highly contagious Delta variant of COVID-19, the anticipated number of attendees, the likely inability to socially distance, and due to the unique characteristics of the size and capacity of its meeting location, meeting in person would present an imminent risk to the health or safety of meeting attendees; and

WHEREAS, the circumstances of the State of Emergency continue to directly impact the ability of the members of the legislative body and members of the public to meet safely in person at the meeting facilities of the San Bernardino County Workforce Development Board; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the San Bernardino County Workforce Development Board thus intends to invoke the provisions of Assembly Bill 361 related to teleconferencing as provided in subdivision (e) of Government Code section 54953; and

NOW, THEREFORE, BE IT RESOLVED, by the San Bernardino County Workforce Development Board, as follows:

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The Governor’s State of Emergency Declaration, issued on March 4, 2020, remains active.

Section 3. As a result of the March 4, 2020, State of Emergency, and the highly contagious Delta variant of COVID-19, meeting in person at the meeting facilities of the San Bernardino County Workforce Development Board presents an imminent risk to the health or safety of attendees due to the unique characteristics of the size and capacity of its meeting facilities, the anticipated number of attendees, and the likely inability to socially distance.

Section 4. This Resolution and the findings contained herein shall apply to all the committees of the San Bernardino County Workforce Development Board that are subject to the Brown Act.

Section 5. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) thirty (30) days after the adoption of this Resolution, or (ii) such time the San Bernardino County Workforce Development Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the San Bernardino County Workforce Development Board and its committees subject to the Brown Act may continue to teleconference in compliance with subdivision (e) of Section 54953 of the Government Code.

Section 6. Staff is directed to return to the San Bernardino County Workforce Development Board no later than thirty (30) days after the adoption of this Resolution, with an item for the San Bernardino County Workforce Development Board to consider making the findings required by Assembly Bill 361 in order to continue meeting under its provisions.

The foregoing Resolution was passed and adopted this 13<sup>th</sup> day of October 2021, by the following vote:

AYES: Phil Cothran, Will Sterling, B.J. Patterson, Cinnamon Alvarez, Scott Kuethen, Jonathan Weldy

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:



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Phillip Cothran, Chairperson

ATTEST:



Devra Bell, Board Secretary

**San Bernardino County  
Workforce Development Board  
Agenda Item**

**MEETING DATE:** November 10, 2021

**ITEM:** (7)

**SUBJECT:** **Agreement with Victor Valley College for Pilot Incumbent Worker Training Program**

**PRESENTED BY:** Mariann Johnson, Deputy Director  
Workforce Development Department

**CONSENT** \_\_\_\_\_ **DISCUSSION**  X  **INFORMATION** \_\_\_\_\_

**RECOMMENDATION:** Authorize the development of an agreement with Victor Valley College in an amount not to exceed \$50,000 for a pilot incumbent worker training program in Spring 2022.

**BACKGROUND:** WIOA tasks the San Bernardino County Workforce Development Board (WDB) with building linkages with employers in the region to support employer utilization of the local workforce development system and to support workforce development activities. The WDB ensures that these activities meet the needs of employers and support economic growth in the region. The WDB is assigned the role of leading efforts in the local area to develop and implement career pathways by aligning employment, training, and education. Incumbent worker training is designed to benefit business and industry by assisting in existing employees' skill development and by increasing employee productivity and company growth. This program is made available to businesses throughout the County and is expected to result in the creation of high demand new jobs, the retention of such jobs that otherwise may be eliminated, and net increases to the wages of the trained workers.

The Victor Valley College Fire Technology Program is a fully accredited regional training program recognized by the California Office of the State Fire Marshal. The VVC District encompasses fire departments that provide all risk fire services to its customers and those departments rely heavily on the VVC Fire Technology Program for its entry level, specialty, and continuing education. Since 2017, the Big Bear Fire Department, Apple Valley Fire District, Victorville Fire Department, and Barstow Fire Department have hired a combined 98 professional firefighters, many of which are Fire Academy Graduates from Victor Valley College. Of the 98 firefighters hired in the last 4 years, only 34 have been able to attend a Truck Academy. Each of these departments has a fleet of fire apparatus including aerial fire apparatus (Ladder Trucks) that perform high risk / low frequency skills and respond to a multitude of emergencies requiring specially trained personnel.

The "Multi-Agency Truck Academy" trains fire service personnel to respond to all types of fire and rescue emergencies and perform the high-risk truck company operations. Truck Company Operations include search and rescue in zero visibility live fire environments, ventilation, forcible entry, and rapid intervention crew operations intended to save the lives of lost, injured, or trapped firefighters. Graduates of this high intensity, strenuous course will be fully qualified and prepared to work on the region's aerial fire apparatus and safely perform these high-risk skills that will lead to lives saved throughout the college district. Those students that successfully complete the "Multi-Agency Truck Academy" will be eligible for career advancement and could be assigned to work on the Ladder Trucks in the cities of Apple Valley, Victorville, Barstow, Hesperia, and Big Bear. This course offering will train up to an additional 30 fire service personnel making them eligible for advancement for assignment to the region's ladder trucks.

In San Bernardino County, there is a 1.3% forecasted growth for firefighters, however 28.4% of current firefighters are over 45 years old so there will be a need to replace them with equally skilled staff as they retire. This pilot program will also allow WDB to establish the partnership between WDB, VVC and Fire employers, with the goal of applying for an upcoming High Road Training Partnership grant which will not

only allow for incumbent worker training but the development of career pathways for diverse job seekers interested in getting into these good and very needed jobs. The cost per student is \$3,342, with a maximum of 30 students. The employers will each pay \$1,842 and WDD will pay \$1,500 per student, or up to \$50,000.

Approval of this item authorizes WDD staff to negotiate an agreement with VVC for this training course in an amount not to exceed \$50,000.

**San Bernardino County  
Workforce Development Board  
Agenda Item**

**MEETING DATE:** November 10, 2021

**ITEM:** (8)

**SUBJECT:** **America's Job Center of California System Memorandum of Understanding**

**PRESENTED BY:** Bradley Gates, Interim Director  
Workforce Development Department

**CONSENT** \_\_\_\_\_ **DISCUSSION**  X  **INFORMATION** \_\_\_\_\_

**RECOMMENDATION:** Approve America's Job Center of California System Memorandum of Understanding (MOU) through June 30, 2025, to enable the continuation of shared services, customers, and costs between mandated system partners.

**BACKGROUND:** The Workforce Innovation & Opportunity Act (WIOA) requires the Workforce Development Board (WDB) to ensure the creation and maintenance of a one-stop delivery system that enhances the range and quality of education and workforce development services available to business and individual customers. The one-stop delivery system, designated in California as the America's Job Center (AJCC), must include a network of partners to make programs, services, and activities easily accessible as required by State Directives.

For the initial negotiation process of these MOUs, the Employment Development Department (EDD) separated the development of the MOU process into two distinct phases. In response, on July 20, 2016, the WDB approved the Phase I MOU (Shared Customers, Shared Services) with WIOA mandated partners for a term of June 30, 2016 through June 30, 2019. On March 15, 2017, the WDB approved the use of the Phase II MOU (Shared Costs) template with WIOA mandated partners for a term of January 1, 2018 through December 31, 2020. On May 30, 2019, the WDB approved the extension of Phase I MOU to align with and co-terminate with Phase II on December 31, 2020.

A Workforce Services Directive (WSD18-12) issued by EDD was released on April 30, 2019, regarding the ongoing requirements for the continuation of the elements encompassed in a comprehensive MOU. This comprehensive MOU would address the service coordination and collaboration among all AJCC partners, and how to sustain the unified system through the use of resource sharing and joint cost funding. As a result, on August 19, 2020, the WDB approved the consolidation of both Phase I and Phase II MOUs into one comprehensive MOU, taking effect on January 1, 2021 and concluding on June 30, 2022.

Subsequently, requiring the existing comprehensive MOU to be updated every three years to align with EDD's required track. Therefore, this MOU will take this action and will be effective from July 1, 2022, to June 30, 2025, aligning with the required track cycle.

**ATTACHMENT:** America's Job Center of California System Memorandum of Understanding

**Memorandum of Understanding  
Between  
San Bernardino County Workforce Development Board  
And  
Workforce Innovation & Opportunity Act One-Stop Partners  
For  
San Bernardino County America's Job Center of California System**

**July 1, 2022 – June 30, 2025**

This Memorandum of Understanding (MOU) is entered into on July 1, 2022 by and between \_\_\_\_\_, a Workforce Innovation & Opportunity Act One-Stop America's Job Center of California Partner (AJCC Partner) and the San Bernardino County Workforce Development Board (WDB), organized under the laws of the State of California, with its principal place of business at 290 North D Street, Suite 600, San Bernardino, CA 92415.

Select AJCC Partner status:     Non-co-located Partner                       Co-located Partner

**RECITALS**

WHEREAS, the WDB administers employment and training programs in San Bernardino County (County) in accordance with Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (WIOA); and

WHEREAS, WIOA requires the WDB to ensure the creation and maintenance of a One-Stop delivery system that enhances the range and quality of education and workforce development services that business and individual customers can access; and

WHEREAS, the One-Stop delivery system must include at least one comprehensive physical center in each local area and a network of partners to make program services and activities available; and

WHEREAS, the design and operation of the One-Stop delivery system under WIOA must be developed and agreed upon by and between the WDB and required local One-Stop partners; and

WHEREAS, WIOA mandates 13 One-Stop partner programs, to be provided by multiple entities in the County; and

WHEREAS, on June 30, 2016, the WDB entered into a Phase I MOU with 26 entities under which the Parties agreed to share customers and services; and

WHEREAS, on January 1, 2018, the WDB entered into a Phase II MOU with these same entities under which the Parties agreed to share costs; and

WHEREAS, on January 1, 2021, the WDB entered into a comprehensive MOU with these same entities addressing the service coordination and collaboration among all AJCC partners, and how to sustain the unified system through the use of resource sharing and joint cost funding; and

WHEREAS, the Parties desire to enter into this MOU, in accordance with the Workforce Services Directive 18-12 (WSD 18-12) issued by the State of California Employment Development Department, to establish



a cooperative working relationship between the WDB and the AJCC Partner, in accordance with WIOA and to define their respective roles and responsibilities in achieving the policy objectives established by the State in the California Workforce Development Board Strategic Plan as well as the sharing of infrastructure and other system costs.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

## **AGREEMENT**

### **I. Purpose of MOU**

#### **A. Preamble/Overall Purpose**

WIOA requires that a memorandum of understanding be developed and executed between Workforce Development Boards and required local one-stop partners to establish an agreement relating to the operation of the one-stop system.

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

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

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

- Find a job
- Build basic educational or occupational skills
- Earn a postsecondary certificate or degree
- Obtain guidance on how to make career choices
- Identify and hire skilled workers

To that end, the purpose of this MOU is to establish a cooperative working relationship between the WDB and the required AJCC Partners and to define their respective roles and responsibilities in achieving the policy objectives. This MOU also serves to establish the framework for providing a unified service delivery system to employers, employees, job seekers, and others needing workforce services.

#### **B. Local Vision Statement, Mission Statement, and Goals**

The WDB is charged with addressing major workforce issues in the County. The WDB's role is to convene appropriate parties around these issues, create dialogue among relevant parties, generate creative, innovative solutions through consensus, and to enlist community commitments to action in order to achieve a competitive advantage. Acting to facilitate this approach, the WDB is engaging other community leaders in carefully constructing strategies to identify and build these competitive advantages throughout the County.

## 1. Vision Statement

Pooled experiences, resources, expertise and commitment have created a customer-driven AJCC system in the County. With one voice, the County's AJCC system (AJCC System) represents the County's most efficient and effective approach for unleashing the potential in people. As "one," the AJCC System is a force multiplier and its range of services provide full access within the County. The AJCC System provides its customers with the knowledge and confidence that an improved future is within their reach, which in turn assures the AJCC System of its success.

## 2. Mission Statement

The AJCC System is an integrated system of service providers aligned with the common passion of bringing their collective client base the means to improve their health and financial well-being through employment.

## 3. AJCC System Goals

- a) Increase the employment, retention, and earnings of shared customers in high growth industry sectors and in-demand occupations that create countywide prosperity.
- b) Increase the number of shared customers who receive industry-recognized postsecondary credentials.
- c) Support AJCC System alignment, service integration, coordination and continuous quality improvement using data to support evidence-based decision-making.
- d) Ensure multiple access points to the AJCC System particularly for those with barriers to employment.
- e) Support the continued collaboration between business, industry and the AJCC system to align programs and services with business and industry needs.

## 4. AJCC System Values

**Accessibility:** The AJCC Partners are committed to increasing access to and opportunities for the employment, education, training and support services for all customers.

**Accountability:** The AJCC Partners accept individual responsibility for the quality of service provided and the overall success of the AJCC system.

**Customer-Centered:** The AJCC Partners are dedicated to providing services that are specifically tailored to individual customer needs.

**Collaboration:** The AJCC Partners are committed to work together to align, integrate, and coordinate the delivery of AJCC system services.

**Excellence:** The AJCC Partners are committed to providing high quality, excellent service to all customers through continuous quality improvement.

**Innovation:** The AJCC Partners are committed to developing innovative and promising practices to facilitate the alignment, integration and coordination of AJCC System services.

**Integrity:** The AJCC Partners are committed to uphold the values of honesty, trust and transparency, while remaining fair and ethical in all situations.

**Respect:** The AJCC Partners are committed to treating all customers with care, understanding and courtesy.

**Responsiveness:** The AJCC Partners are committed to creating a flexible and responsive environment by consistently seeking feedback from customers and stakeholders to deliver high-quality services.

## II. One-Stop System Services

The AJCC System design is comprised of partners who are committed to providing integrated services by connecting job seekers and businesses to the other centers through quality referrals. The AJCC Partners provide a vast array of services to improve the health and financial well-being of County residents as set forth in Exhibit “B,” attached hereto and incorporated herein. AJCC System career services will be provided by AJCC Partners as described below and per the attached AJCC Partner services chart (Exhibit “C”).

Strategically located throughout the County, the three America’s Job Centers of California are in the East Valley, West Valley and High Desert Regions. They provide a comprehensive array of services, helping job seekers build careers and helping businesses maintain employment.

East Valley AJCC  
500 Inland Center Drive, Sp. 508  
San Bernardino, CA 92408

West Valley AJCC  
9650 Ninth Street  
Rancho Cucamonga, CA 91730

High Desert AJCC  
17310 Bear Valley Rd  
Victorville, CA 92395

While the West Valley AJCC is the comprehensive center, the AJCC Partners are committed to connecting AJCC Partners to all centers. AJCC Partners will provide access to the full range of WIOA services at the West Valley AJCC through the following methods:

- Co-location: Program staff physically present at the AJCC.
- Cross information sharing: Staff physically present at the AJCC are properly trained to provide information about all programs, services, and activities that may be available to the customer through other AJCC Partners.
- Direct access through real-time technology: Access through two-way communication and interaction between customers and AJCC Partners that result in services being provided using various methods, including but not limited to:
  - Email or instant messaging;
  - Identification of a single point of contact for service delivery at each system partner location; and
  - Establishment of an internet portal linking all of the AJCC Partners.

The AJCC System customers include, but are not limited to, businesses and employers as well as individuals who are low income, unemployed, dislocated, ex-offenders, veterans, older adults, youth, Native American Indians, people with disabilities, homeless, recipients of public assistance, monolingual, English language learners, and underemployed.

Shared customers include, but are not limited to, businesses, employers, adult and youth job seekers, and underrepresented groups, such as: dislocated workers; Veterans; low-income and public assistance

recipients; homeless people; Native American Indians; foster youth; disconnected youth; mature workers; people with disabilities; and re-entry individuals.

### **III. Responsibilities of AJCC Partners**

It is understood through the development and implementation of this MOU that the AJCC System is stronger together. It is further acknowledged that the AJCC System, because it is driven by local needs, will evolve over time, as employer and individual customer needs change. In consideration of the mutual aims and desires of the WDB and AJCC Partners participating in this MOU, and in recognition of the public benefit to be derived from the effective implementation of the programs involved, the AJCC Partners agree that their respective responsibilities under this MOU will be as follows:

- Engage in joint planning, plan development, and modification, that results in:
  - Continuous partnership building between all parties to this MOU;
  - Continuous planning responsive to regional, State, and Federal requirements;
  - Responsiveness to specific Statewide and regional economic conditions including employer needs; and
  - Adherence to common data collection and reporting needs as agency capacity/resources allow.
- Make services applicable to each system partner program available to customers through the one-stop delivery system.
- Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
- Participation in capacity building and staff development activities in order to ensure that all AJCC Partners and staff are adequately cross-trained.

### **IV. Funding of Services & Operating Costs**

In compliance with WIOA Sec. 121(b)(1)(A)(ii), the Parties agree to share, as applicable, in the operating costs of the AJCC System, either in cash or through in-kind services. The cost of services, operating costs and infrastructure costs of the AJCC System will be funded by all AJCC Partners, as applicable under WIOA, through separately negotiated cost sharing agreements (Cost Sharing Agreements) based on a mutually agreed upon formula or plan.

### **V. Methods of Referring Customers**

The AJCC Partners are committed to high quality customer service with a customer-centered design. Job seekers will be referred for appropriate services based on Exhibit "D".

The AJCC Partners are committed to future planning and development of various methods of referral using real-time technology which may include, but are not limited to, instant messaging, shared online portal, live chat, and a mobile application.

The AJCC Partners plan to develop a web-based system for referrals on which both on-site and off-site referrals will be tracked to and from any of the AJCC Partners recognized by the MOU. The AJCC Partners will manage referrals through cross-training of appropriate staff. The AJCC Partners will also provide access to each required AJCC Partner's program through cross-referrals, such as: physically co-locating at

the center, being available for appointments to job seekers, and having appropriate technologies at the AJCC.

## **VI. Access for Individuals with Barriers to Employment**

The AJCC System is committed to providing needed services to all job seekers, including individuals with barriers to employment.

WIOA defines an “individual with a barrier to employment” as a member of one or more of the following populations:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, defined in Section 166 of WIOA
- Individuals with disabilities, including youth
- Older individuals
- Ex-offenders
- Homeless individuals
- Youth who are in or have aged out of foster care
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farm workers as defined in Section 167(i) of WIOA
- Individuals within two years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act
- Single parents, including pregnant women
- Long-term unemployed individuals
- Other groups as the Governor involved determines to have barriers to employment

AJCC Partners shall ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities. The AJCC Partners agree to promote capacity building and professional development for staff in order to increase awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.

WIOA requires the Title I Adult program to provide priority of service to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient. Veterans and eligible spouses shall also be provided priority of service among all eligible individuals, as long as they meet the WIOA Adult program eligibility criteria.

## **VII. Shared Technology, System Security, and Confidentiality**

The AJCC Partners agree to comply with the applicable provisions of WIOA, California Welfare and Institutions Code, California Education Code, Federal Rehabilitation Act, Federal Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment, and any other applicable statutes, regulations and requirements.

The AJCC Partners shall share information necessary for the administration of the program as allowed under confidentiality law and regulation. The AJCC Partners, therefore, agree 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.

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:

- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or AJCC 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 AJCC Partners.

AJCC Partners agree to assure that:

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

## **VIII. Process and Development**

### **A. Effective Date and Term of the MOU**

This MOU is effective as of the Effective Date, defined above. The term of this MOU shall be from July 1, 2022 through June 30, 2025. This MOU will be reviewed not less than once prior to the expiration of the Term to identify any substantial changes that have occurred. The budget set forth in this MOU will be reviewed not less than once every year to identify any substantial changes that have occurred and which could require amendment of the budget, such as, but not limited to, to ensure that the AJCC Partner's proportionate share remains current and consistent with the cost methodology set forth in this MOU.

### **B. Process Used to Reach Consensus**

The WDB convened a series of participatory meetings with the AJCC partners listed in Exhibit "A," attached hereto (AJCC Partners), to collaboratively develop the MOU to reach consensus on how the San Bernardino County America's Job Center of California System (System) will be sustained through joint infrastructure cost funding and resource sharing.

### **C. Process Used to Resolve Issues During the MOU Term When Consensus Cannot Be Reached.**

The AJCC Partner will participate in regular meetings with a consensus decision making process. When consensus cannot be reached, the AJCC Partner agrees to use a majority rule voting process with the other AJCC Partners to resolve issues of non-agreement for the duration of this MOU.

AJCC Partners will meet on a quarterly basis, at a minimum. Meetings may occur face-to-face, via video conference and/or conference call. The AJCC Partner agrees to participate in these meetings. Meeting agendas will include discussion of action items prior to voting. All action items appearing on a meeting agenda shall be decided by a majority vote of those AJCC Partners present at the meeting when consensus cannot be reached.

The AJCC Partner shall have one vote; if the AJCC Partner is unable to participate in a meeting, it may designate a proxy via a completed proxy form signed by an authorized person and submitted to the WDB prior to or at the meeting. There must be a quorum of the AJCC Partners, including any proxies, which shall be a majority of the AJCC Partners, present at a meeting in order for a meeting to proceed and any vote to be taken. The AJCC Partner or WDB may call for a vote by email, with no less than 3 business days' notice. In the event of an email vote, balloting instructions will include: how to fill out the ballot, due date of the ballot, and ballot recipient. Video conference and/or conference call may be used to facilitate discussion of action items prior to email voting. A majority vote for the purpose of an email vote shall be a majority of AJCC Partners, regardless of how many email ballots are actually returned and received by the WDB.

### **D. Process for Periodic Modification and Review**

The WDB is responsible for ensuring that all of the AJCC infrastructure costs are paid according to the provisions of this MOU and shall undertake the reconciliations contemplated herein. The One-Stop Operator may act as liaison between the WDB and the AJCC Partner to periodically review and evaluate the MOU budgets as to the need for modifications or amendments. Such review shall occur

no less than annually, as required by WIOA and/or as requested by the AJCC Partner, whichever is earlier.

AJCC Partner contributions, regardless of the type, will be reconciled by the WDB at least semi-annually, comparing expenses incurred to relative benefits received. The reconciliation process is necessary in order to ensure that the proportionate share each partner program is contributing remains consistent with the cost methodology, up to date, and in compliance with the terms of the MOU.

The AJCC Partner shall take such action as is necessary to amend this MOU from time to time to comply with the requirements of WIOA to ensure that it continues to contribute its fair and equitable share of infrastructure and other System costs. Such amendments shall not be binding unless they are in writing and signed by MOU authorized signatories.

## **IX. Sharing Infrastructure Costs**

### **A. Partners Agree to Cost Allocation Methodology**

By signing this MOU, the AJCC Partner agrees to the cost allocation methodology for infrastructure cost sharing as set forth in Section IX. C-E herein. While both co-located and non-co-located partners agree to the cost allocation methodology, the requirement to contribute to infrastructure costs at this time only applies to those partners, such as the AJCC Partner, who are physically co-located in the comprehensive AJCC and/or the affiliate AJCCs.

WDB may increase the infrastructure costs upon written notice to AJCC Partner based upon the actual increase in utility costs, rental cost etc.

AJCC Partner agrees that when sufficient data is available to determine the AJCC relative benefit to all parties, this MOU and each agreement with the AJCC Partners, co-located and non-co-located, will be renegotiated to ensure proportionate share of contributions from all Parties.

### **B. Comprehensive AJCC and Affiliate AJCCs**

- i. There is one comprehensive AJCC for the System, therefore, the Parties have developed an infrastructure cost budget for the comprehensive center, set forth in Exhibit "E".

The West Valley AJCC is the comprehensive AJCC. If the AJCC Partner is co-located at the West Valley AJCC, it shall check the box below.

West Valley AJCC  
9650 Ninth Street  
Rancho Cucamonga, CA 91730

- ii. There are two affiliate AJCCs for the System, therefore, the Parties have developed infrastructure cost budgets for each affiliate center, set forth in Exhibit "E".

The East Valley AJCC and High Desert AJCC are the affiliate AJCCs. If the AJCC Partner is co-located at the East Valley AJCC, and/or the High Desert AJCC, it shall check one or both of the boxes below.



East Valley AJCC  
500 Inland Center Drive, Sp. 508  
San Bernardino, CA 92408

High Desert AJCC  
17310 Bear Valley Road  
Victorville, CA 92395

In compliance with the Joint WIOA Final Rule Section 678.700, the AJCC Partner, because it carries out a program or activities at the West Valley AJCC, East Valley AJCC and/or High Desert AJCC will use a portion of the funds available for its program and activities to help maintain the AJCC System, including proportional payment of the infrastructure costs of the West Valley AJCC, East Valley AJCC and/or High Desert AJCC as set forth herein.

AJCC Partners co-located at the West Valley AJCC, East Valley AJCC and/or High Desert AJCC are identified in Exhibit A.

### **C. Infrastructure Cost Allocation Methodology**

The purpose of this infrastructure cost sharing methodology is to summarize, in writing, the methods and procedures that the WDB will use to share costs with the AJCC Partner. The AJCC Partner agrees that it will be charged on a quarterly basis according to the following cost sharing methodology:

*Rent Costs:* Rent costs, which shall be based on the total of base rent, security and access card charges. The base rent is derived from the total square footage used by the AJCC Partner multiplied by the cost per square foot. The cost per square foot is calculated from the total AJCC monthly rent divided by the total AJCC leased square footage. Space rental and security charges are calculated according to actual costs.

*Utilities & Maintenance:* This section includes only telephone services, which includes the costs of dial-up telephone service and voice mail. Such costs shall be based on the County Information Services Department's charges for the specific phone lines the AJCC Partner uses.

*Equipment & Furniture:* Equipment costs include the costs of purchasing and installing a telephone and a computer for each cubicle utilized by the AJCC Partner. The costs of those purchases are charged at actual retail purchase price. Other cost sharing items include multifunctional printers and fax machines. The equipment charges are based on actual lease costs divided by total number of staff in the center, then multiplied by the number of AJCC Partner staff. Monthly furniture charges are based on a cost estimation of the cubicle workstation and chair divided by the five-year useful life of the item.

*Technology and Access Costs:* Such costs shall be based upon the usage charges billed by the County Information Services Department and then divided by the total number of AJCC staff to derive the cost per person. The AJCC Partner shall be charged in proportion to the number of its staff in relation to the overall number of staff at the respective AJCC or AJCCs as identified in Section IX.B.

Notwithstanding the preceding, in the event that the AJCC Partner has specific utility, technology, equipment and/or furniture needs, the AJCC Partner shall be wholly responsible for the additional retail, actual cost of such items/services. In the event that more than one AJCC Partner has a specific request for additional items/services, the cost of the additional items/services shall be

allocated between the requesting AJCC Partners in proportion to the number of each AJCC Partner's staff.

Based on the need of the AJCC Partner, cost options within the Utilities & Maintenance, Equipment & Furniture (with the exception of cubicle furniture and assistive technology for Individuals with Disabilities), and Technology and Access categories may be adjusted according to demonstrated need.

By executing this MOU, the AJCC Partner agrees to the quarterly charges, based on actual costs and increases, so long as annual cost increases do not exceed ten percent (10%) of the preceding year. Cost increases shall be memorialized in a written notice to the AJCC Partner.

**D. Initial Proportionate Share (Applies to Co-located Partners only)**

The initial proportionate share of infrastructure costs allocated to the AJCC Partner for the first year of this MOU is based on the agreed upon cost allocation methodology as set forth in Section IX. C above, the AJCC Partner's estimated total contribution amount, and whether the AJCC Partner will provide such funding in direct payment (cash), non-cash (in-kind), and/or third-party in-kind contributions is set forth in Exhibit "E". This initial determination will be periodically reconciled by the Parties against actual costs incurred by the respective AJCC or AJCCs as identified in Section IX.B and adjusted accordingly, not to exceed the 10% of the preceding year.

**E. Infrastructure Contributions (Applies to Co-located Partners only)**

If contributing to infrastructure costs, the AJCC Partner may provide cash, non-cash (in-kind), and third-party in-kind contributions to cover its share of infrastructure costs. In-kind contributions cannot be used to fund non-infrastructure costs (such as personnel), and must be valued consistent with 2 C.F.R. Section 200.306 to ensure such contributions are fairly evaluated and qualify for the AJCC Partner's proportionate share.

If third-party in-kind contributions are made to support the AJCC as a whole (such as facility space), that contribution will not count toward the AJCC Partner's proportionate share of the infrastructure. Rather, the value of the contribution will be applied to the overall infrastructure budget prior to determining proportionate amounts and thereby reduce the contribution required for all AJCC Partners.

**X. Sharing Other One-Stop System Costs**

**A. AJCC Partners Sharing Other One-Stop System Costs**

In compliance with the Joint WIOA Final Rule Section 678.760, the AJCC Partners will use a portion of funds made available under their authorizing federal statute (or fairly evaluated in-kind contributions) to share the additional costs relating to the operation of the One-Stop delivery system. These costs may be shared through cash, non-cash, or third-party in-kind contributions.

As required by WSD 18-12, the amount of funds that the AJCC Partner has budgeted to expend on applicable career services and other shared services (which cumulatively with the other AJCC Partners budgeted amounts shall form the "San Bernardino County AJCC Other One-Stop System Costs Budget

(Career Services Budget”), set forth in Exhibit “F.” The AJCC Partner’s amount may be unilaterally revised by the AJCC Partner on an annual basis and, as such, the Career Services Budget may be revised, as needed, to reflect the real amount(s) actually budgeted by the AJCC Partner.

AJCC Partners understand that while only co-located partners share infrastructure costs, at this time, all AJCC Partners must share in other System costs through non-cash (in-kind) contributions as set forth herein.

#### **B. Career Services Applicable to the AJCC Partner**

The AJCC Partner shall provide a vast array of applicable career services to County residents as set forth in Exhibit “C”, attached and hereto incorporated herein.

#### **C. Required Consolidated Budget for the Delivery of Applicable Career Services**

The agreed upon consolidated budget, the Career Services Budget, for other System costs is set forth in Exhibit “F”. This budget consists of the AJCC Partner’s costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to the AJCC Partner.

#### **D. Local Agreement to Share Other System Costs**

The AJCC Partner shall include cross training of partner staff, a workforce summit/conference and the One-Stop Operator in the other System costs budget as set forth herein.

Shared other System costs will be provided through non-cash (in-kind) contributions. The AJCC Partner, by its signature hereunder, agrees to the other system cost allocation methodology as set forth herein.

##### **i. Local Agreement to Share AJCC Partner Staff Cross Training**

Through non-cash (in-kind) contributions, the AJCC Partner will provide subject matter experts to conduct AJCC Partner Staff Cross Training on programs and services. Cross training costs will be based on the fair market value of professional training of \$1,500 per day, not to exceed \$50,000.

##### **ii. Local Agreement to Share AJCC Partner Workforce Summit/Conference**

The AJCC Partner agrees to share costs of workforce summit/conference for partner staff through registration fees in the event the partnership decides to pursue this during the term of the MOU. It is anticipated these costs shall not exceed \$100,000 and will be shared proportionate to the number of AJCC Partner staff who register to attend the workforce summit in relation to the overall number of attendees from the AJCC Partners and WDB staff. The partnership, should it decide to hold a summit during the term of this MOU, may be required to hold a virtual summit due to public health concerns, which should significantly reduce or largely eliminate partnership financial contributions.

##### **iii. Local Agreement to Share AJCC Operator Costs**

In accordance with Joint WIOA Final Rule 678.620(a), the duties of the One-Stop Operator must

include the coordination of service delivery by required One-Stop partners. The AJCC Partner acknowledges the shared service provided by the One-Stop Operator as defined by the WDB in the procurement process. The AJCC Partner shall not be required to contribute to the cost of the AJCC operators. The AJCC Partner agrees the WDB shall fund the One-Stop Operator for the Term of this MOU, however, with the understanding the One-Stop Operator costs may have to be funded by the partnership after the Term of this MOU.

## **XI. Confidentiality**

The AJCC Partner shall comply with any and all applicable laws, including but not limited to 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 applicable statute, regulation and requirement to assure the following:

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

## **XII. Non-Discrimination and Equal Opportunity**

The AJCC Partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC 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 AJCC Partner agrees to comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12990) and related, applicable regulations.

The AJCC 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.

### **XIII. Grievances and Complaints Procedure**

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

### **XIV. American's with Disabilities Act and Amendments Compliance**

The AJCC Partner shall ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments. Additionally, the AJCC Partner agrees 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.

### **XV. Modifications and Revisions**

This MOU constitutes the entire agreement between the Parties and no oral understanding not incorporated herein shall be binding on any of the Parties hereto. Except for those specific provisions which allow for the unilateral amendment of this MOU, the MOU may not be modified, altered, or revised, as necessary, without the mutual consent of the Parties, by the issuance of a written amendment, signed and dated by the Parties.

### **XVI. Termination**

In the event that it becomes necessary for the AJCC Partner to withdraw from this MOU, it shall provide the WDB with thirty (30) days advance written notice, addressed to the WDB to the address set forth in the introductory paragraph above.

### **XVII. Signatures**

The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments and organizations to the terms and conditions set forth in this MOU.

### **XVIII. Assignment**

Except as otherwise provided in this MOU, the rights and duties of the AJCC Partner may not be assigned or delegated without the advance written consent of the WDB, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. This MOU shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

### **XIX. Execution in Parts or Counterparts**

The Parties agree that this MOU may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this MOU is executed in counterparts, no signatory

hereto shall be bound until both the parties have fully executed a counterpart of this MOU. The Parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

**XX. Notices**

Notices authorized or required to be given pursuant to this MOU shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the following addresses set forth for each of the Parties, or to such other changed addresses communicated to the Parties in writing:

San Bernardino County Workforce Development Board  
ATTN: Executive Director  
290 North D Street, Suite 600  
San Bernardino, CA 92415

AJCC Partner:  
ATTN:  
Address:  
City, CA Zip:

**XXI. Severability and Validity of MOU**

Should the participation of any Party to this MOU, or any part, term or provision of this MOU be decided by the courts or the legislature to be illegal, in excess of that Party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this MOU shall not be affected thereby and each Party hereby agrees it would have entered into this MOU upon the same remaining terms as provided herein.

## **XXII. License for Use**

During the term of this MOU, all co-located partners to this MOU shall have a license to use all of the space of the AJCCs for the sole purpose of conducting acceptable AJCC services as outlined herein.

## **XXIII. Supervision/Day to Day Operations**

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

The office hours for the staff at the AJCCs 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 AJCCs and each party will take appropriate action.

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

## **XXIV. 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.

## **XXV. 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 AJCC logo developed by the State of California and the WDB on buildings identified for AJCC usage on letterhead, envelopes, business cards, any written correspondence and fax transmittals related to performance under this MOU. Should the partnership create its own logo, the parties similarly agree to use the partnership logos on includes letterhead, envelopes, business cards, any written correspondence and fax transmittals related to performance under this MOU.

**XXVI. Hold Harmless/Indemnification/Liability**

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs, excluding 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.

**XXVII. Integration Clause**

The foregoing constitutes the full and complete agreement of the Parties. This MOU supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this MOU that are not set forth in writing herein. Notwithstanding the preceding, the AJCC Partner, as signatory to this MOU agrees to be bound by all the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties hereto, have caused their names to be affixed by their proper and respective officers as of the Effective Date.

[Signatures on Following Pages]



**AJCC PARTNER**

**SAN BERNARDINO COUNTY,  
Workforce Development Department**

\_\_\_\_\_  
Signature

**Name:**  
**Title:**  
**Address:**

**Date:**

\_\_\_\_\_  
Signature

**Name:**  
**Title:**  
**Address:** *290 N. D Street, Suite 600  
San Bernardino, CA 92415*

**Date:** \_\_\_\_\_

## EXHIBIT "A" | AJCC Partners

- WIOA Title I Adult, Dislocated Worker, and Youth
  - San Bernardino County Workforce Development Department
- WIOA Title II Adult Education and Literacy
  - Asian American Resource Center
  - Chaffey Joint Union High School District – Chaffey Adult School
  - El Sol Neighborhood Education Center
  - Chino Valley Unified School District – Chino Valley Adult School
  - Fontana Unified School District – Fontana Adult School
  - Hesperia Unified School District – Hesperia Adult School
  - Redlands Unified School District – Redlands Adult School
  - San Bernardino City Unified School District - Inland Career Education Center
  - Jack L. Hill Lifelong Learning Center - San Bernardino Public Library
  - Yucaipa Calimesa Joint Unified School District – Yucaipa Adult School
  - Snowline Joint Unified School District
  - Apple Valley Unified School District
  - Victor Valley College
  - Colton Joint Unified School District
- WIOA Title III Wagner-Peyser
  - State of California Employment Development Department
- WIOA Title IV Vocational Rehabilitation
  - State of California Department of Rehabilitation
- Carl Perkins Career and Technical Education
  - Chaffey College
  - San Bernardino Community College District (on behalf of Economic Development and Corporate Training, San Bernardino Valley College, and Crafton Hills College)
  - San Bernardino County Superintendent of Schools
  - Victor Valley College
- Title V Older Americans Act
  - San Bernardino County Department of Aging and Adult Services
- Job Corps
  - Inland Empire Job Corps
- Native American Programs
  - California Indian Manpower Consortium, Inc.
- Migrant Seasonal Farmworkers
  - Center for Employment Training
- Veterans
  - State of California Employment Development Department
- Trade Adjustment Assistance Act
  - State of California Employment Development Department
- Community Services Block Grant
  - Community Action Partnership of San Bernardino County
- Housing & Urban Development
  - Housing Authority of the County of San Bernardino
- Unemployment Insurance
  - State of California Employment Development Department
- Temporary Assistance for Needy Families/CalWORKs
  - San Bernardino County Transitional Assistance Department
- YouthBuild
  - Provisional Educational Services, Inc. (PESI)

## EXHIBIT “B” | AJCC Partner Services Summary

Below is a brief description of the services each partner of the AJCC System provides.

- The **WIOA Title I** programs are offered through the San Bernardino County Workforce Development Department (WDD). Services provided to adults, dislocated workers and youth (ages 16-24) include, but are not limited to, orientation, WIOA eligibility and intake, individualized assessment, counseling, supportive services, internships, work experience, vocational training, and on the job training. Business services include, but are not limited to recruitments, job fairs, on the job training, lay-off aversion, and Rapid Response.
- The **WIOA Title II** Adult Education and Literacy programs are offered through a number of organizations in San Bernardino County. Services provided to individuals over the age of 18 include, but are not limited to, High School Equivalency (HSE/GED) Test Preparation, English as a Second Language (ESL), High School Diploma, After School Program, Citizenship, Career and Technical Education, Digital Literacy, Financial Aid Assistance, and Tutoring.
- The **WIOA Title III** Wagner-Peyser Act programs are offered through the State of California Employment Development Department. Services to individuals with the legal right to work in the United States include, but are not limited to, orientation, intake, Unemployment Insurance filing assistance, initial assessment, partner referrals, labor exchange/CalJOBS, workshops, typing certificates, California Training Benefits information, bonding assistance and networking clubs.
- The **WIOA Title IV** Vocational Rehabilitation programs are offered through the State of California Department of Rehabilitation. Services provided to individuals with disabilities include, but are not limited to, career assessment, counseling, pre-employment, employment preparation, training, transportation, job placement, and assistive technology.
- **Carl Perkins Career & Technical Education** (CPCTE) is offered through the community colleges and San Bernardino County Superintendent of Schools. Services include, but are not limited to, CTE programs (credit, non-credit, and not-for credit), Regional Occupation Program (ROP), customized not-for-credit training, and course articulation services and training.
- **Title V** Older Americans program is offered through San Bernardino County Department of Aging and Adult Services. Services provided to individuals age 55 and older include, but are not limited to, subsidized work experience/paid training, cash/material aid, community education, housing assistance, legal assistance, transportation, adult day care and senior center activities.
- **Job Corps** is the nation’s largest residential vocational training and education program which is funded by the United States Department of Labor. It is offered through the Inland Empire Job Corps Center. It is of no cost to participants who are between the ages of 16-24 upon entry. Services include, but are not limited to, vocational training, high school diploma attainment, job readiness classes, social skills training, tutoring, recreational activities and peer mentoring.

- **Native American Programs** are offered through the California Indian Manpower Consortium, Inc. Services include, but are not limited to, assessment, job search and placement assistance, dropout prevention, work experience and youth services.
- **Migrant and Seasonal Farmworker** services are offered through the Center for Employment Training to individuals who have worked in the field and meet WIOA 167(i) eligibility requirements. Services include, but are not limited to, training in automotive specialist, green building construction, HVAC technology, welding fabrication, and Electrician (General and Residential).
- **Veterans** program is offered through the State of California Employment Development Department to veterans, eligible spouses and transitional service members. Services include, but are not limited to, outreach, veteran's service navigator assessments, veteran screening, referral to partners and supportive services.
- **Trade Adjustment Assistance Act (TAA)** is offered through the State of California Employment Development Department. Services include, but are not limited to, TAA petitions, TAA orientations, and TAA Rapid Response presentations.
- **Community Services Block Grant** is offered through the Community Action Partnership of San Bernardino.
- **Housing & Urban Development** is offered through the San Bernardino Housing Authority. Services include, but are not limited to, subsidized rental housing, affordable housing and the housing choice voucher program.
- **Unemployment Insurance** is offered through the State of California Employment Development Department. Services include, but are not limited to, claim information, claim filing assistance and website navigation.
- **Temporary Assistance for Needy Families/CalWORKs** is offered through San Bernardino County Transitional Assistance Department. Services include, but are not limited to, CalWORKs, Welfare to Work, child-care assistance, CalFRESH, Medi-Cal and General Relief.
- **YouthBuild** is offered through PESI. The YouthBuild program is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have dropped out of high school. PESI will provide construction trades training, job sector orientations about jobs throughout the region, re-entry secondary education, case management services, and support services.

**EXHIBIT “C” | AJCC Partners Services Chart**

<b>Career Services</b>	<b>Examples</b>	<b>WIOA</b>	<b>Other Programs</b>
<b>Basic Career Services</b>			
Eligibility for Services	Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs	SBCWDD; WP; VETS; DOR;	NAP; OAA; MSFW; TANF; HUD; JC;
Outreach	Website, social media, brochures, presentations	SBCWDD; EDD; VETS; DOR; AEFL	All partners
Intake	Complete eligibility paperwork	SBCWDD EDD	All partners
Orientation	Orientation to information and other services available through the one-stop delivery system	SBCWDD EDD	EDD; TAA; NAP; JC; AEFL
Initial Assessment	Assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities, skills gaps, and supportive service needs	SBCWDD	EDD; AEFL; CPCTE; NAP; DOR; JC; TANF; OAA; MSFW
Labor Exchange	Job search, job placement, and career counseling	SBCWDD; EDD; VETS; DOR; AEFL;	CPCTE; NAP; AEFL
Referrals to programs	Provision of referrals to and coordination of activities with other programs and services	All Partners	All partners
Labor Market information	Information relating to local, regional, and national labor market areas, including— job vacancy listings; information on job skills necessary to obtain vacant jobs; and info relating to local occupations in demand and requirements, and opportunities for advancement	EDD; SBCWDD	AEFL; TANF; YB

Performance and Cost Information	Local area performance, training provider performance and cost information.	SBCWDD	AEFL
Supportive Services Information	Assistance and referrals for child care, transportation, health care, CalFresh, HUD, TANF, etc.	All partners	All partners
<b>Career Services</b>	<b>Examples</b>	<b>WIOA</b>	<b>Other Programs</b>
<b>Basic Career Services</b>			
Information on UI	UI claim filing assistance; phones Direct to UI; RESEA, PJSA, IAW	EDD; UI	AEFL; MSFW
Financial Aid Information	Assistance in establishing eligibility for programs of financial aid assistance	AEFL; SBCWDD	CPCTE; AEFL; MSFW
<b>Individualized Career Services</b>		<b>Partner</b>	
Comprehensive assessment	Test for Adult Basic Education; Comprehensive Adult Student Assessment System in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.	SBCWDD; VETS; AEFL; NAP; DOR; JC; EDD; MSFW	
Individual employment plan	Identify the employment goals, achievement objectives, and combination of services for the participant to achieve employment goals	SBCWDD; EDD; DOR; NAP; JC; TANF; MSFW; OAA; YB	
Career planning, counseling	Coaching and counseling	SBCWDD; EDD; VETS; OAA; NAP; DOR; JC; CPCTE; AEFL; TANF; MSFW; YB	
Short-term prevocational services	Job readiness; communication skills, interviewing skills, punctuality, personal maintenance skills, professional conduct	SBCWDD; EDD; VETS; NAP; DOR; JC; AEFL; CPCTE; MSFW	
Internships and work experience	Internships and work experience linked to careers.	SBCWDD; OAA; NAP; JC; TANF; DOR; AEFL; YB	
Workforce preparation activities	Basic academic skills, critical thinking skills, digital literacy skills, and self-management skills.	SBCWDD; EDD; VETS; DOR; AEFL; CPCTE; JC; NAP; MSFW; YB	
Financial Literacy	The ability to understand how money works.	SBCWDD; AEFL; HUD; MSFW; CSBG	

Out of area job search	Assist with out of area job search and relocation.	SBCWDD; JC; DOR; EDD
English language acquisition	English language proficiency and integrated instruction and training programs.	AEFL
Follow-up Activities	Provide continued career counseling as needed for up to 12 months following the first day of employment.	SBCWDD; AEFL; JC; MSFW

<b>Training Activities</b>		<b>Partner</b>
Occupational skills / Vocational Training		SBCWDD; AEFL; CPCTE; JC; NAP; TANF; MSFW; DOR; YB
OJT/Subsidized Employment		SBCWDD; OAA; NAP; JC; TANF; DOR; AEFL
Transitional Jobs		DOR; TANF
<b>Business Services</b>	<b>Examples</b>	<b>Partner</b>
Customized recruitments/job fairs		SBCWDD; EDD; CPCTE; AEFL; DOR
HR Consultant Services	Business consultants	SBCWDD; EDD
Labor Market Information	Information relating to local, regional, and national labor market areas	SBCWDD; EDD; AEFL
Lay off Aversion	The strategies and activities that are designed to prevent, or minimize the duration of, unemployment.	SBCWDD; EDD; CPCTE
Incumbent Worker Training	Training employees to upgrade skill levels to prevent layoff or create promotional opportunities	SBCWDD; CPCTE; AEFL; DOR

**Key**

AEFL – Title II Adult Education and Literacy

CPCTE – Carl Perkins Career and Technical Education

CSBG – Community Services Block Grant

DOR – Department of Rehabilitation (Title IV Vocational Rehabilitation)

EDD – Employment Development Department (Title III Wagner-Peyser)

HUD – Housing & Urban Development

JC – Job Corps

MSFW – Migrant Seasonal Farmworkers

NAP – Native Americans Programs

OAA – Title V Older Americans Act

SBCWDD – San Bernardino County Workforce Development Department (Title I Adult, Dislocated Worker & Youth)

SC – Second Chance

TAAA – Trade Adjustment Assistance Act

TANF – Temporary Assistance for Needy Families/CalWORKs

UI – Unemployment Insurance

VETS – Veterans

YB – Youth Build



## EXHIBIT “D” | AJCC System Methods of Referral

The San Bernardino County AJCC Partners are committed to high quality customer service with a customer-centered design. The AJCC Partners recognize referrals may be indicated at any point or stage of service during a customer’s use of the AJCC system and have therefore agreed to the following processes to ensure referrals are made promptly between system partners. The partners are committed to creating a universal referral form. In the coming months, the partners agree to further develop, maintain and modify these processes including documentation/record keeping procedures as necessary.

### **AJCC Partner Program Information**

Each AJCC Partner agrees to prepare a summary of services provided by their agency. This will be prepared in a desk reference format to be agreed to by partners to include, but not limited to, each service followed by a brief description of the service and eligibility requirements.

### **Staff Cross-Training between AJCC Partners**

AJCC Partner staff will be provided desk references and cross-trained in the programs and services as outlined therein and the AJCC system referral process. Staff will further be trained with the foremost indicators of need that would cause a referral.

### **Referral Process**

The AJCC Partners will use various methods of referral, including, but not limited to the following:

1. **Drop-In Referrals** - To ensure high quality customer service, AJCC Partners agree to accept drop-in referrals as able. Each AJCC Partner agrees to designate specific staff member(s) as contact(s) for referrals.
  - Referring partner will complete universal referral form or, if/when technology allows, will complete an online referral.
  - Referring partner will give customer information on services offered by receiving partner and, when it’s available, encourage customer to watch brief video of receiving partner orientation.
  - Referring partner will email the universal referral form to the receiving partner as well as give a copy of the referral form to the customer.
  - When the customer arrives for a drop-in visit, during the designated drop-in time, the receiving partner will meet with the customer briefly to welcome them, provide services, and/or schedule a follow-up appointment.
  - Receiving partner will contact the customer within one week of receiving the referral if the customer has not yet visited.
  - Where possible, the referring partner will document in an online system that a referral was made noting to what agency and method of referral.
  - Referring partner and the partner receiving the referral will maintain an electronic file and/or log of open referrals to be reviewed regularly to ensure timely follow-up and resolution. Open referrals are dependent on customer choice.

- Referring partner will close the referral once the customer is engaged in services with the receiving partner agency or if the customer has declined services or has not responded to the referred service within a reasonable amount of time.
  - Where possible, referring partner will document closed referral in an online system noting the outcome of the referral.
2. **By Appointment** - AJCC Partners agree to develop a shared web-based calendar to schedule referral appointments.
- Referring partner will schedule customer for appointment with receiving partner using online centralized calendar and the universal referral form.
  - Referring partner will enter customer name, contact information, and brief summary of the reason for the referral.
  - Referring partner will give customer information on services offered by receiving partner and, when it's available, encourage customer to watch brief video of receiving partner orientation.
  - Referring partner will give customer an appointment card with the date, time, location, receiving partner contact name, and telephone number.
  - Referring partner will email the appointment information and the universal referral form to the receiving partner, as well as give a copy of the referral form to the customer.
  - Where possible, the referring partner staff will document in an online system that a referral was made noting to what agency and method of referral.
  - Referring partner and the partner receiving the referral will maintain an electronic file and/or log of open referrals to be reviewed regularly to ensure timely follow-up and resolution. Open referrals are dependent on customer choice.
  - Referring partner will close the referral once the customer is engaged in services with the receiving partner agency or if the customer has declined services or has not responded to the referred service within a reasonable amount of time.
  - Where possible, referring partner will document closed referral in an online system noting the outcome of the referral.
3. **By Email or Instant Message** - When it is not possible to schedule appointments, referrals will be made via email or instant messaging.
- Referring partner will send an email or instant message to inform the receiving partner of the customer referral.
    - The email will include the reason for referral and the universal referral form.
    - Instant message will include the reason for referral, customer name, telephone number and/or email address.
    - The email or instant message will never contain personal identifying information such as Social Security Number, date of birth, home address, medical information or other information protected by the Health Insurance Portability and Accountability Act (HIPAA).
  - Where possible, the referring partner staff will document in an online system that a referral was made noting to what agency and method of referral.

- Referring partner and the partner receiving the referral will maintain an electronic file and/or log of open referrals to be reviewed regularly to ensure timely follow-up and resolution. Open referrals are dependent on customer choice.
- Referring partner will close the referral once the customer is engaged in services with the receiving partner agency or if the customer has declined services or has not responded to the referred service within a reasonable amount of time.
- Where possible, referring partner will document closed referral in an online system noting the outcome of the referral.

**EXHIBIT “E” | Infrastructure Budget (applies to co-located partners only)**

**County of San Bernardino Workforce Development Board**  
**Infrastructure Budget for West Valley AJCC**  
*(If applicable as denoted in Section IX.B)*

Cost Category/ Line Item	Cost Details	Unit Cost	One -Time Cost Per Cubicle (64 sq. ft.)	Monthly Cost Per Cubicle (64 sq.-.)	Monthly Cost Per Co-located Staff Member from Partner	Remarks
<b>Rent</b>						
Base Rent Per 64 sq. ft. Cubicle	Incl. Janitorial, Maintenance and Utilities					Example Monthly Rent @ \$41,416/24,162 sq. = 1.71 per sq. ft.; Share spaces 203.57 sq. ft., ((203.57*64)=267.57*1.71 =457.54))
Security per sq. ft.	Monthly Security Guard @ \$3,171					Example \$3,171/24,162sq. Ft.= \$0.131, 267.57 * \$0.131 = \$35.12 per workstation
	Alarm Service @ \$94					Based on Actual Amount \$94/24162*267.57=\$1.041
One Access Card						One-time cost based on Current ISD charges
<b>Utilities/Maintenance</b>						
Telephone Services Per Person	Monthly costs of Dial Tone and Voice Mail					Based on Current ISD charges
<b>Equipment &amp; Furniture</b>						
One Telephone						One-Time Cost
Copier and Fax Machine Per Month	Monthly Lease incl. maintenance for 2 Color and 1 Black & White Copier					Example Monthly cost of \$1,192.03/42 staff = \$28.38 per collocated staff from partners
One Computer	Desktop Computer set with one monitor and basic accessories					Example New or replacement costs will be billed at the time of purchase @ actual costs
Assistive Technology for Individuals with Disabilities	Equipment Access and Accommodation					Example Anticipated facility enhancement cost is about \$10,593.36 It's useful life is estimated @ 5 years. \$10,593.36 / 60 = \$176.56 per Month, \$176.56/4 partners = \$44.14 per partner. All collocated partners have equal access.
Furniture per cubicle	Incl. workstation and chairs					Example Unit cost \$4,602.27/60 months = \$76.70 per cubicle
	<b>Total Equipment &amp; Furniture</b>					
<b>Technology and Access Costs</b>						
Information Technology Cost Per Month	Network Maintenance, Labor Charges					Example \$571.44/42/12 = \$1.11 per partner staff. Charges will be based on actual ISD bills.
	<b>Total Technology &amp; Access Cost</b>					
<b>Shared Staff - Office Assistant II</b>						
Shared Office Assistant						Pending additional information.
	<b>Total Shared Staff</b>					
	<b>TOTALS</b>					

WDB may increase the infrastructure costs upon written notice to AJCC Partner based upon the actual increase in utility cots, rent cost etc.

Summary of Total Infrastructure Costs to be Shared By Co-located Partner:

	One-Time Cost Per Cubicle	Monthly Cost Per Cubicle Per Staff
<b>Rent Costs</b>	\$ -	\$ -
<b>Utilities/Maintenance</b>	\$ -	\$ -
<b>Equipment &amp; Furniture</b>	\$ -	\$ -
<b>Technology and Access Costs</b>	\$ -	\$ -
<b>Shared Staff Cost</b>	\$ -	\$ -
<b>Total:</b>	\$ -	\$ -

**EXHIBIT “E” | Infrastructure Budget (applies to co-located partners only)**

**County of San Bernardino Workforce Development Board**  
**Infrastructure Budget for East Valley AJCC**  
*(If applicable as denoted in Section IX.B)*

Cost Category/ Line Item	Cost Details	Unit Cost	One -Time Cost Per Cubicle (64 sq. ft.)	Monthly Cost Per Cubicle (64 sq.-.)	Monthly Cost Per Co-located Staff Member from Partner	Remarks
<b>Rent</b>						
Base Rent Per 64 sq. ft. Cubicle	Incl. Janitorial, Maintenance and Utilities					Example Monthly Rent @ \$53,395/24,000sq. = 2.22 per sq. ft.; Share/Common spaces 9,218.40 sq. ft., Exclusive space 1,131.5 sq. ft., ((9,218.40+1131.5) = 10,350*2.22 = 22,977.00) monthly cost
Security per sq. ft.	Monthly Security Guard @ \$3,400					Example \$4,762/24,000 sq. Ft.= \$0.198,416,666.666,670 * \$0.142 = \$42.11 per workstation
	Alarm Service @ \$195					Example Amount \$94/24162*267.57=\$1.041
One Access Card						One-time cost based on Current ISD charges
<b>Utilities/Maintenance</b>						
Telephone Services Per Person	Monthly costs of Dial Tone and Voice Mail					Based on Current ISD charges
<b>Equipment &amp; Furniture</b>						
One Telephone						One-Time Cost
Copier and Fax Machine Per Month	Monthly Lease incl. maintenance for 2 Color and 1 Black & White Copier					Example Monthly cost of \$1,192.03/42 staff = \$28.38 per collocated staff from partners
One Computer	Desktop Computer set with one monitor and basic accessories					Example New or replacement costs will be billed at the time of purchase @ actual costs
Assistive Technology for Individuals with Disabilities	Equipment Access and Accommodation					Example Anticipated facility enhancement cost is about \$10,593.36 It's useful life is estimated @ 5 years. \$10,593.36 / 60 = \$176.56 per Month, \$176.56/4 partners = \$44.14 per partner. All collocated partners have equal access.
Furniture per cubicle	Incl. workstation and chairs					Example Unit cost \$4,602.27/60 months = \$76.70 per cubicle
	<b>Total Equipment &amp; Furniture</b>					
<b>Technology and Access Costs</b>						
Information Technology Cost Per Month	Network Maintenance, Labor Charges					Example \$542.87/42/12 = \$1.05 per partner staff. Charges will be based on actual ISD charges.
	<b>Total Technology &amp; Access Cost</b>					
<b>Shared Staff - Office Assistant II</b>						
Shared Office Assistant						Pending additional information.
	<b>Total Shared Staff</b>					
	<b>TOTALS</b>					

WDB may increase the infrastructure costs upon written notice to AJCC Partner based upon the actual increase in utility cots, rent cost etc.

Summary of Total Infrastructure Costs to be Shared By Co-located Partner:

	One-Time Cost Per Cubicle	Monthly Cost Per Cubicle Per Staff
<b>Rent Costs</b>	\$ -	\$ -
<b>Utilities/Maintenance</b>	\$ -	\$ -
<b>Equipment &amp; Furniture</b>	\$ -	\$ -
<b>Technology and Access Costs</b>	\$ -	\$ -
<b>Shared Staff Cost</b>	\$ -	\$ -
<b>Total:</b>	\$ -	\$ -

**EXHIBIT “E” | Infrastructure Budget (applies to co-located partners only)**

**County of San Bernardino Workforce Development Board**  
**Infrastructure Budget for High Desert AJCC**  
*(If applicable as denoted in Section IX.B)*

Cost Category/ Line Item	Cost Details	Unit Cost	One -Time Cost Per Cubicle (64 sq. ft.)	Monthly Cost Per Cubicle (64 sq.-.)	Monthly Cost Per Co-located Staff Member from Partner	Remarks
<b>Rent</b>						
Base Rent Per 64 sq. ft. Cubicle	Incl. Janitorial, Maintenance and Utilities					Exempl Monthly Rent @ \$17,930/10,346 sq. = 1.73 per sq. ft.; Share spaces 108.3 sq. ft., ((108.3+49)=157.30*1.73 = 272.13))
Security per sq. ft.	Monthly Security Guard @ \$3,125					Example \$4,762/24,000 sq. Ft.= \$0.198,416,666.666,670 * \$0.142 = \$42.11 per workstation
	Alarm Service @ \$96					Example \$96/10,346*157.3=\$1.459
One Access Card						One-time cost based on Current ISD charges
<b>Utilities/Maintenance</b>						
Telephone Services Per Person	Monthly costs of Dial Tone and Voice Mail					Based on Current ISD charges
<b>Equipment &amp; Furniture</b>						
One Telephone						One-Time Cost
Copier and Fax Machine Per Month	Monthly Lease incl. maintenance for 2 Color and 1 Black & White Copier					Example Monthly cost of \$1,192.03/42 staff = \$28.38 per collocated staff from partners
One Computer	Desktop Computer set with one monitor and basic accessories					Example New or replacement costs will be billed at the time of purchase @ actual costs
Assistive Technology for Individuals with Disabilities	Equipment Access and Accommodation					Example Anticipated facility enhancement cost is about \$10,593.36 It's useful life is estimated @ 5 years. \$10,593.36 / 60 = \$176.56 per Month, \$176.56/4 partners = \$44.14 per partner. All collocated partners have equal access.
Furniture per cubicle	Incl. workstation and chairs					Example Unit cost \$4,602.27/60 months = \$76.70 per cubicle
	<b>Total Equipment &amp; Furniture</b>					
<b>Technology and Access Costs</b>						
Information Technology Cost Per Month	Network Maintenance, Labor Charges					Example \$514.30/31/12 = \$1.34 per partner staff. Charges will be based on actual ISD bills.
	<b>Total Technology &amp; Access Cost</b>					
<b>Shared Staff - Office Assistant II</b>						
Shared Office Assistant						Pending additional information.
	<b>Total Shared Staff</b>					
	<b>TOTALS</b>					

WDB may increase the infrastructure costs upon written notice to AJCC Partner based upon the actual increase in utility cots, rent cost etc.

Summary of Total Infrastructure Costs to be Shared By Co-located Partner:

	One-Time Cost Per Cubicle	Monthly Cost Per Cubicle Per Staff
Rent Costs	\$ -	\$ -
Utilities/Maintenance	\$ -	\$ -
Equipment & Furniture	\$ -	\$ -
Technology and Access Costs	\$ -	\$ -
Shared Staff Cost	\$ -	\$ -
<b>Total:</b>	\$ -	\$ -

## EXHIBIT "F" | COMBINED CAREER SERVICES BUDGET

COMBINED CAREER SERVICES BUDGET																					
One-Stop Delivery System Budget Worksheet for Phase II Cost Sharing MOU																					
WIOA Service Type	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF	TECH ED	T-V OAA	JOB CORPS	NATIVE AM	MSF	YOUTHBLD	TAA	COMM ACT	HOUSING	UI	VET	OTHER	TOTAL	
<b>Basic Career Services</b>																					
Eligibility for Services																					
Outreach, Intake, Orientation																					
Initial Assessment																					
Labor Exchange Services																					
Referral to Programs Outside the One Stop Center for Partners																					
Labor Market Information																					
Performance and Cost Information																					
Supportive Services Information																					
Unemployment Insurance (UI) Information																					
Financial Aid Information																					
Sub-Total																					
<b>Individual Career Services</b>																					
Comprehensive Assessment																					
Individual Employment Plan																					
Career Planning, Counseling																					
Short-Term Pre-Vocational																					
Internships and Work Experience																					
Out of Area Job Search																					
Financial Literacy																					
English Language Acquisition																					
Workforce Preparation																					
Follow-up Activities																					
Sub-Total																					
<b>Training Activities</b>																					
Occupational Skills/Vocational Training																					
OJT/Subsidized Employment																					
Transitional Job																					
Skill Upgrading/Retraining																					
Entrepreneurial Training																					
ABE or ESL in Combination with Training																					
Sub-Total																					
<b>Business Services</b>																					
Incumbent Worker Training																					
Private Sector Training																					
Customized Training																					
Sub-Total																					
<b>Total</b>																					