

MEMORANDUM OF UNDERSTANDING
Workforce Innovation and Opportunity Act
San Benito County Workforce Development Board and
America's Job Center of California Partners

1. **Preamble/Purpose of MOU:** It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties

The Workforce Innovation and Opportunity Act (WIOA) requires that a MOU be developed and executed between the Local Board and the America's Job Center of CaliforniaSM (AJCC) partners to establish an agreement concerning the operations of the AJCC delivery system. The purpose of the MOU is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

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 Strategic Plan, which includes the following:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians

Align, coordinate, and integrate programs and services

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

- Looking to find a job.
- Building basic educational or occupational skills.
- Earning a postsecondary certificate or degree.
- Obtaining guidance on how to make career choices.
- Seeking to identify and hire skilled workers.

2. **Local/Regional Vision Statement, Mission Statement, and Goals**

Vision: San Benito County will have a trained, skilled and relevant workforce that meets the needs of employers and increases the quality of life in our community.

Mission: The mission of the San Benito County Workforce Investment Board is to provide a variety of trainings, services and resources to unemployed, under-employed and

dislocated workers which will raise their education and skill levels to ensure their success in the workforce.

3. **Parties to the MOU:** Required partners include local/regional representatives of the following programs:

WIOA Required Program	Partner Agency
WIOA Title I Adult, Dislocated Worker, and Youth	Department of Health and Human Services Agency (HHSA) and Community Services & Workforce Development (CSWD)
WIOA Title II Adult Education and Literacy	Gavilan College
WIOA Title III Wagner-Peyser	Employment Development Department (EDD) Workforce Services Branch
WIOA Title IV Vocational Rehabilitation	Department of Rehabilitation (DOR)
Cal Perkins Career Technical Education	Gavilan College
Title V Older Americans Act	Felton Institute SCSEP
Job Corps	San Jose Job Corps
Native American Programs (Section 166)	Southern California American Indian Resource Center, (SCAIR), Inc.
Migrant Seasonal Farmworkers (Section 167)	Employment Development Department (EDD) Workforce Services Branch
Veterans	Employment Development Department (EDD) Workforce Services Branch
Youth Build	N/A
Trade Adjustment Assistance Act	Employment Development Department (EDD) Workforce Services Branch
Community Services Block Grant	San Benito County Community Services and Workforce Development (CSWD)
Housing and Urban Development	San Benito County Community Services and Workforce Development (CSWD)
Unemployment Compensation	Employment Development Department (EDD) Unemployment Insurance Branch
Second Chance	N/A
Temporary Assistance for Needy Families/CalWORKS	Department of Health and Human Services Agency (HHSA) CalWORKS Division

4. **AJCC System Services:** AJCC's services as required by WIOA Law and to be provided by the AJCC Partners to this MOU are outlined in Attachment A, AJCC System Services.
5. **Responsibility of AJCC Partners:** The AJCC Partner agrees to participate in joint planning, plan development, and other system activities to accomplish the following:

- A. Continuous partnership building between all parties to this agreement;
 - B. Continuous planning responsive to State and Federal requirements;
 - C. Responsiveness to specific local and economic conditions including employer needs;
 - D. Adherence to common data collection and reporting requirements, including needs for modification or change;
 - E. Diligence in developing coordinated local leadership in workforce development through;
 - a) Responsiveness to customer needs;
 - b) Maintenance of system infrastructure;
 - c) Shared technology and information;
 - d) Performance management to measure the success of the AJCC system overall and to enhance performance in a spirit of quality management and continuous improvement;
 - F. Making the applicable service(s) relevant to the partner program available to customers through the AJCC;
 - G. Participation in the operation of the AJCC, consistent with the terms of the MOU and the requirements of applicable laws; and
 - H. Participation in capacity building and staff development activities to ensure that all partners and staff are adequately cross-trained.
6. **Infrastructure Funding Agreement & Other Shared System Costs:** Attachment B outlining the agreed upon Infrastructure Funding and other shared system costs for the San Benito County Workforce Development system.
7. **Methods for Referring Customers:** Each Partner to this MOU is committed to a referral process that incorporates the vision of customer-centered system and will create processes and policies to support this vision. Upon further development, the referral process will do the following:
- A. Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
 - B. Ensure that general information regarding AJCC programs, services, activities and resources shall be made available to all customers as appropriate.
 - C. Describe how customer referrals are made electronically, through traditional correspondence, verbally or through other means determined in cooperation with partners and operators.
 - D. Describe how each AJCC partner will provide a direct link or access to other AJCC partner staff that can provide meaningful information or service, through the use of co-location, cross training of AJCC staff, or real-time technology (two-way communication and interaction with AJCC partners which results in services needed by the customer).

The agreed upon Referral Process and Form for the San Benito County Workforce Development and AJCC system are included as attachment C.

- 8. Access for Individuals with Barriers to Employment:** The term “individual with a barrier to employment” means an individual who is a member of one or more of the following populations:
- A. Displaced Homemakers
 - B. Low-Income Individuals
 - C. Native American, including Alaska Natives and Native Hawaiians
 - D. Individuals with a Disability
 - E. Older Individuals
 - F. Homeless Individuals
 - G. Youth who are in or who have aged out of the foster care system
 - H. Individuals who are English Language learners, who have low levels of literacy, and/or who are facing substantial cultural barriers
 - I. Eligible migrant and seasonal farmworkers
 - J. Individuals within two years of exhausting lifetime eligibility for TANF
 - K. Single parents, including pregnant women
 - L. Long-term unemployed individuals
 - M. Such other groups as the Governor may determine to have barriers to employment.

Each party to the MOU assures that its policies, programs, procedures, and services are in compliance with the ADA of 1990 and its amendments, which prohibits discrimination on the basis of disability, in order to provide equal access to all customers with disabilities.

Each party is committed to offering priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services.

- 9. Shared Technology and System Security:** WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:
- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
 - The principles of common reporting and shared information through electronic mechanisms, including shared technology.
 - Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
 - Maintain all records of the AJCC customers or partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence and use them solely for

purposes directly related to such services.

- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

10. Confidentiality: The AJCC Partner agrees to comply with the provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- 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 to 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.

11. 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 (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.

12. Grievances and Complaints Procedure: The AJCC partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process of

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

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

14. Effective Dates and Term of MOU: This MOU shall become effective on July 1, 2025, and shall continue for three years, through June 30, 2028. This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be three years, commencing on the date of execution by all parties. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

15. 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. This MOU may be modified, altered, or revised, as necessary, by the mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

16. Termination: The parties understand that implementation of the AJCC system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

17. Administrative and Operations Management Sections:

License for Use: During the term of this MOU, all partners to this MOU shall have a license to use all of the space of the AJCCs for the sole purpose of conducting acceptable AJCC services as outlined herein

A. Supervision/Day to Day Operations:

1. The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). 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 the

management of the original employer.

2. 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.
3. Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action.
4. 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.

B. 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 management staff of the respective staff, employer and the operator, for discussion and resolution.

C. Press Releases and Communications

1. 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.
2. The parties agree to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, any written correspondence and fax transmittals.

D. 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 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. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

SIGNATURES

In WITNESS THEREOF, the parties to this MOU execute this agreement. The person(s) signing this Memorandum of Understanding on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

APPROVED AS TO CONTENT.

Dated:

6/17/25

By:



Richard Bianchi WDB Co-Chair
San Benito County
Workforce Development Board
1111 San Felipe Road, Ste 107
Hollister, CA 95023

Dated:

6/13/2025

By:

DocuSigned by:



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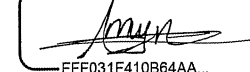
Maria Lucero, EDD Region Deputy Division Chief
Northern Division #9110
State of California
Employment Development Department
606 Healdsburg Ave
Santa Rosa, CA 95401

Dated:

6/12/2025

By:

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Marilyn Morikang, Vice-President of
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Gavilan College
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Dated:

6/9/2025


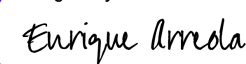
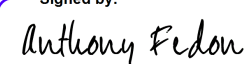

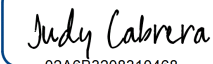
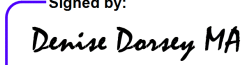
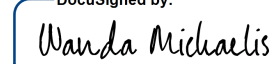
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Victoria Huynh, Employment Development
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Employment Development Department
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San Jose, CA 95161-9004

Dated:	6/9/2025	By:	<div style="text-align: right; margin-bottom: 5px;">DocuSigned by:</div> <div style="text-align: center;">  <small>6AE45E7ED0E41E...</small> </div> <hr/> <p>Tracey Belton, Director Health & Human Services Agency 1111 San Felipe Road, Suite 101 Hollister, CA 95023</p>
Dated:	6/9/2025	By:	<div style="text-align: right; margin-bottom: 5px;">Signed by:</div> <div style="text-align: center;">  <small>B136836150B3438...</small> </div> <hr/> <p>Enrique Arreola, Deputy Director Community Services & Workforce Development 1111 San Felipe Road, Suite 107 Hollister, CA 95023</p>
Dated:	6/9/2025	By:	<div style="text-align: right; margin-bottom: 5px;">Signed by:</div> <div style="text-align: center;">  <small>1948802EE4A74AE...</small> </div> <hr/> <p>Anthony Fedon, Program Manager Community Services & Workforce Development 1161 San Felipe Road, Bldg B Hollister, CA 95023</p>
Dated:	6/12/2025	By:	<div style="text-align: right; margin-bottom: 5px;">DocuSigned by:</div> <div style="text-align: center;">  <small>7305BAF461FA473...</small> </div> <hr/> <p>Amy Yu, Director of Senior Services Division Felton Institute San Francisco Headquarters 1500 Franklin St. San Francisco, CA 94109</p>
Dated:	6/9/2025	By:	<div style="text-align: right; margin-bottom: 5px;">DocuSigned by:</div> <div style="text-align: center;">  <small>02A6B3208310468...</small> </div> <hr/> <p>Judy Cabrera, Executive Director Central Coast Center for Independent Living (CCCIL) 318 Cayuga St, Suite 208 Salinas, CA 93901</p>
Dated:	6/9/2025	By:	<div style="text-align: right; margin-bottom: 5px;">Signed by:</div> <div style="text-align: center;">  <small>43790AD7554641E...</small> </div> <hr/> <p>Denise Dorsey MA, Regional Director Dept of Rehabilitation San Jose District 2160 Lundy Ave San Jose, CA 95131</p>
Dated:	6/9/2025	By:	<div style="text-align: right; margin-bottom: 5px;">DocuSigned by:</div> <div style="text-align: center;">  <small>A593B463E44F4C5...</small> </div> <hr/> <p>Wanda Michaelis, Executive Director Southern California American Indian Resource Center 877 South Victoria Ave, Suite #110 Ventura, CA 93003</p>

Dated: 6/11/2025

Signed by:
Melissa Abby
940F9E0EFD9F460...

Melissa Abby, Workforce Development Director
San Jose Job Corps Center
3485 E Hills Dr
San Jose, CA 95127

SIGNATURES

In WITNESS THEREOF, the parties to this MOU execute this agreement. The person(s) signing this Memorandum of Understanding on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

APPROVED AS TO LEGAL FORM

David Prentice, San Benito County Counsel

Dated: 6/9/2025 By:

Signed by:
Irish Tapia
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Irish Tapia, Deputy County Counsel

APPROVED AS TO CONTENT:

Dated: By:

Kollin Kosmicki, Board Chair
San Benito County Board of Supervisors
481 Fourth Street
Hollister, CA 95023