

MEMORANDUM OF UNDERSTANDING

**Between
El Dorado County Department of Human Services,
Community Action Agency Division
El Dorado County Office of Education
And
Central Sierra Regional Occupation Program**

This agreement is made and entered into by and between the El Dorado County Department of Human Services (COUNTY) and the El Dorado County Office of Education (EDCOE) and Central Sierra Regional Occupation Program (ROP) as OneStop partners in the delivery of services for persons in El Dorado County, with EDCOE as the designated Administrative Unit responsible for ROP.

I. BACKGROUND AND OBJECTIVES

WHEREAS, the Governing Body of the Golden Sierra Consortium approved the Business Plan of El Dorado County Department of Human Services for implementation of workforce investment activities in El Dorado and Alpine Counties, and

WHEREAS, the Department of Human Services has established a Business Plan identifying partner's to the local operations of the workforce investment activities, and

WHEREAS, it is to the benefit of the general public that the parties to this MOU cooperate in a program of education and job training for the youth/adults in the community.

II. PURPOSE

The purpose of this Memorandum of Understanding, hereinafter referred to as MOU, is to establish a cooperative working relationship among the parties and to define roles and responsibilities of interested parties with respect to continuation of an integrated, expanded local One-Stop Career Center Delivery System. It is understood that the development and implementation of this system will require mutual trust and teamwork among the partners. In entering into this agreement, the partners also make the commitment to maintain not only the

basic provisions of WIA, but also to enact the basic guiding principles for California's One-Stop delivery system. These guiding principles require that services be:

- A. Integrated. Offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills and affording universal access to the overall system.
- B. Comprehensive. Offering a large array of useful information with wide and easy access to needed services.
- C. Customer Focused. Providing the means for customers to judge the quality of services and make informed choices. And,
- D. Performance based. Based on clear objectives to be achieved; mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction.

III. TERM OF AGREEMENT

The MOU shall be effective upon execution by all parties and shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), or in accordance with the following:

In the event that it becomes necessary for a party to cease being a part of this MOU that said party shall notify the other parties, in writing, 60 days in advance of that intention. The other parties to this MOU shall then determine how to replace or offset the loss of participation and resources to the One-Stop Career Center(s).

IV. MODIFICATION

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

Amendments to this MOU may be made, upon consensus of the partners, 30 days prior to the effective date of the change.

Any party to this MOU may modify/terminate this MOU as it applies to any specific one-stop partner at any time if the designation, funding, program operation or other factors have changed the status of the partner sufficiently that they no longer qualify as a partner.

The partners to this MOU agree that a continuity of service is required. Therefore, all services will be maintained at levels agreed to in this MOU until subsequent agreements are negotiated and signed.

V. GOALS

Jointly, the parties to this Memorandum of Understanding agree to work together to:

- A. Encourage better use of partner and community resources through coordination and integration of goods and services;
- B. Make education, job training, and employment services universally available and easily accessible to all residents in the El Dorado/Alpine local consortium counties;
- C. Assist partner staff in their efforts to continually improve the quality of local programs and services;
- D. Increase local access and utilization of Internet based information and communication, including the provision of community and program based technology training and assistance; and
- E. Increase in a local demand-driven employer/employee workforce system.

VI. GENERAL PROVISIONS

Parties to this MOU agree jointly to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties'

respective programs, services, and agencies. All parties agree to:

1. Participate in good faith in routine partner meetings devoted to the planning, evaluation and continuous improvement of all the programs and services provided through the One-Stop employment centers;

2. Assist and support the coordinated delivery of core services through the local One-Stop employment center;
3. Assist in the development and utilization of a one-stop customer friendly referral system within the One-Stop and for those partner provided intensive and training services that are not provided directly through the One-Stop;
4. Participate in and provide training and cross-training, as appropriate, to help ensure that One-Stop staff are familiar with all programs and services contained in the One-Stop delivery system, in order to better integrate services, reduce duplication, and improve overall service delivery;
5. Acknowledge and respect the individual identity of each of the partners while actively and continually pursuing a coordination of effort among the partners to provide seamless service delivery to the One-Stop clients;
6. Participate in the development of an integrated client tracking system and referral procedures between parties;
7. Participate in the development and utilization of common data collection and reports for employment outcomes, learning outcomes, customer satisfaction, cost and service effectiveness, and customer access;
8. To the extent practical, consistent with the One-Stop principles, and in the best interests of the One-Stop clients, try to acknowledge and support the systems and procedures developed and utilized by each of the partners in their independent delivery of their own mandated programs and services;
9. Share data, information, and resources that will enhance services to customers and the one-stop system;
10. Assume liability for its actions and the actions of its agents and hold harmless, defend and indemnify all other parties to this Memorandum of Understanding from any and all

claims for damages, including costs and attorney's fees resulting, in whole or part, from the partner or its agent's activities under the MOU.

A. El Dorado County Human Services agrees to:

1. Act as host agency for the El Dorado County Job One One-Stop in Placerville and South Lake Tahoe;
2. Determine eligibility for Workforce Investment Services;
3. Provide job search, placement assistance and career counseling activities;
4. Provide labor market information and information on job vacancies;
5. Provide information on local and regional training providers;
6. Provide information on community support services;
7. Work with Partners to develop extensive training opportunities list;
8. Provide information and services to employers which include but is not limited to:
 - a. Labor market information
 - b. Local labor pool information
 - c. Employer workshops and Seminars
 - d. Small business development information, loan application procedures
 - e. Screening for services
 - f. Employee assessment and testing services
 - g. Job Fairs in both Placerville and South Lake Tahoe
 - h. Internet Access
 - i. Community Resource and Referral
9. Provide job seeker services to ROP recipients including:
 - a. Core Services:
 - 1) Outreach, Intake and Orientation
 - 2) Initial Assessment

- 3) Job Search and Placement Assistance
- 4) Resume Development
- 5) Internet Access
- 6) Community Resource and Referral

b. Intensive Services:

- 1) Individual Counseling and Career Planning
- 2) Vocational Assessment
- 3) Comprehensive and Specialized Assessments
- 4) Life skills
- 5) Career Fairs
- 6) Job Coaching

B. County Office of Education and Regional Occupation Program agrees to:

Regional Occupational Program (ROP) is a part of the California public school system. The purpose of ROP is to provide students with marketable job skills upon completion of the program. All programs are based on job market needs. ROP will participate in the One-Stop system in El Dorado County by offering the training programs to Adults and Youth that meet the requirements under the Workforce Investment Act. Our primary goal is to use Sierra Central Regional Occupational Program due to its close proximity and ability to work with local employers to develop a curriculum that meets the needs of the local businesses.

ROP offers practical hands-on training in a lab setting or in a local business. The programs will help students to obtain entry-level job skills, upgrade existing skills, or to prepare for advanced training. ROP programs reinforce basic skills. They teach interviewing techniques, and how to locate and retain a job. Often ROP students learn a skill which ultimately helps them finance a college education.

ROP training programs are for anyone 16 years of age or older. Acceptance into a program is: First priority is given to high school seniors, second to high school juniors, and third to adults.

TRAINING AND COMMUNITY JOB SITES

All ROP students will receive training in either an ROP classroom lab setting and/or at an actual community job-site. Both sites provide the student with hands-on job training.

There are two types of Community agreements:

1. Community Classroom (CC) – under this agreement the student is not paid while training.
2. Cooperative Vocational Education (CVE) – under this agreement the student is paid while training.

ROP programs are located on high school campuses, college campuses and in business. These locations are considered host sites and their rules and regulations must be followed by all ROP students.

PROGRAMS AVAILABLE

Animal Health, Level 1 & II	Dental Radiology Safety Certification
Architectural Computer Aided Drafting	Digital Media Production
Automotive Services (Auto Body & Auto Engine)	Fire Science
Cabinetmaking	Graphic Arts
Careers with Children	Hospital Occupations
CISCO Certification	Law Enforcement
Computer Applications (Microsoft Office)	Light Building Construction
Computer & Networking Electronics	Manicuring
Cosmetology	Marketing
CPR – Cardiopulmonary Resuscitation	Medical Assistant
Culinary Arts	Metal Fabrication/Welding
Dental Assistant	Photography, Commercial

In response to local business needs, the Central Sierra Regional Occupation Program will be adding 3 new courses for the 2006-2007 academic year. These are:

- 1) Certified Nursing Assistant;
- 2) Home Health Aide; and
- 3) In-Home Support Services.

VII. REFERRAL PROCESS

All parties to this Memorandum of Understanding will work together to develop referral procedures that assure relevant, informed and convenient services for customers, to include:

- a. Client-initiated, self-directed referrals
- b. Telephone, internet and hard copy referral forms
- c. Tracking of referrals
- d. Routine One-Stop Progress reports

VIII. GOVERNANCE

Pursuant to the Workforce Investment Act (WIA) at Unemployment Insurance Code Section 117 (d) (4), El Dorado County Human Services Community Action Agency shall conduct planning and oversight for the Job One One-Stop delivery system in El Dorado and Alpine Counties.

Human Services will promote and support the coordination and non-duplication of workforce development services of all system partners, promote customer choice and satisfaction for internal and external customers of the system, remove external barriers which impede progress and performance, and facilitate the development of local One-Stop governance policies and procedures, based on the principle of mutual consent among the partners.

IX. INDEMNIFICATION

EDCOE shall assume the defense of and indemnify and hold harmless COUNTY from and against all actions or claims against COUNTY, its officers, agents or employees from any and all loss, including attorneys' fees, incurred by COUNTY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred as a result of sole or active negligence by the COUNTY, its officers, agents or employees.

COUNTY shall assume the defense of and indemnify and hold harmless EDCOE from and against all actions or claims against EDCOE, its officers, agents or employees from any and all loss, including attorneys' fees, incurred by EDCOE by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred as a result of sole or active negligence by the EDCOE, its officers, agents or employees.

It is the intent of the parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each

party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The parties shall use their best efforts to cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

X. ADMINISTRATION OF AGREEMENT

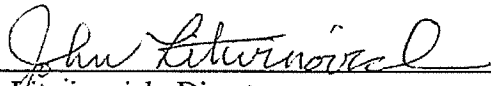
The following agencies/individuals are responsible for administering this MOU within the respective departments:

JOHN LITWINOVICH, DIRECTOR
DEPARTMENT OF HUMAN SERVICES
COMMUNITY SERVICES DIVISION
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: Joyce Aldrich, 642-7276

VICKI BARBER, SUPERINTENDENT
EL DORADO COUNTY OFFICE OF EDUCATION
6767 GREEN VALLEY ROAD
PLACERVILLE, CA 95667
ATTN:


JIM HALL, DIRECTOR OF CAREER PREPARATION
CENTRAL SIERRAL REGIONAL OCCUPATION PROGRAM
EL DORADO SECTION
4675 MISSOURI FLAT ROAD
PLACERVILLE, CA 95667 (530) 622-5081
ATTN: Teri Lillywhite

IN WITNESS WHEREOF, this MOU has been executed as of the date herein below appearing:




John Litwinovich, Director
El Dorado County Department of Human Services

8/4/06
Date



Vicki L. Barber, Ed., D., Superintendent
El Dorado County Office of Education

6/28/06
Date



Jim Hall, Director of Career Preparation
Central Sierra Regional Occupational Program
El Dorado Section
Sherry J. Smith, Superintendent
on behalf of Jim Hall

6/29/06
Date