

## Memorandum Of Understanding between Rubicon Programs Inc – Eden Area One Stop and Chabot College

The purpose of the Memorandum of Understanding is to identify and coordinate a variety of workforce development resources to create a seamless, customer-friendly system that addresses the needs of employers and job seekers by offering a variety of education, job training, human services, and other related workforce development services to residents and employers of the region. The intended partnership with Chabot College will support this goal by identifying key skills training, and informing job seekers and employers of industry specific training resources available at Chabot College.

Job seeker services provided through the Eden Area One-Stop Career Center:

<b>Core Services</b>	<b>Intensive Services For WIA eligible customers</b>	<b>Training Services For WIA eligible customers</b>
<ul style="list-style-type: none"> <li>• Eligibility Determination</li> <li>• Intake</li> <li>• One-Stop Service Orientation</li> <li>• Initial Assessment</li> <li>• Job Search Assistance/Placement</li> <li>• Labor Market Information</li> <li>• Job Vacancy Listings</li> <li>• Performance Info</li> <li>• Unemployment Insurance Info</li> <li>• Financial Aide Info</li> <li>• Vocational training information</li> <li>• Academic opportunities information</li> <li>• CalJOBS</li> <li>• Workshops</li> <li>• Employer on-site recruitment</li> <li>• Partner services</li> </ul>	<ul style="list-style-type: none"> <li>• Comprehensive Assessment</li> <li>• Development of Individual Employment Plan</li> <li>• Case Management &amp; Vocational Services</li> <li>• Short Term Pre-Vocational Training</li> <li>• Group Counseling</li> <li>• Individual Counseling</li> </ul>	<ul style="list-style-type: none"> <li>• Individual Training Accounts</li> <li>• Vocational Training</li> <li>• On-The-Job Training</li> <li>• Customized Training</li> <li>• Occupational Skills Training</li> <li>• Workplace training and related instruction</li> <li>• Skills Upgrading and retraining</li> <li>• Entrepreneurial Training</li> <li>• Job Readiness Training</li> </ul>

### Employer services provided through the One-Stop Career Center System

- Directory of Services
- Job Applicant Data Bank
- Labor Market Information
- Shared Employer Services Coordination
- CalJOBS
- Customized & On-The-Job Training
- On-site recruitment, and business resource section
- Pre-screening and pre-employment readiness of applicants

### Resource Sharing:

The signatory partner agrees to share resources in accordance with this MOU. It is expressly understood that this MOU does not constitute a binding financial commitment, but rather intent to commit specific resources in the future as the parties' allocations and budgets are known and the Eden Area One-Stop system evolves.

**Cross-referral Process:**

Parties to this MOU agree to develop a process for common intake and referral for all One-Stop customers. All parties shall adopt a mutually acceptable referral process and any appropriate forms or electronic processes. The cross-referral process will be evaluated on a regular basis and it will be modified as appropriate.

**Partnerships:**

**The Eden Area One-Stop Career Center** will develop a collaborative process that will allow all partners a voice in one-stop planning and resource utilization. This process will include monthly partner meetings with key staff and program leadership from both organizations in attendance.

**Performance:**

Partners agree to participate in performance measurements as it pertains to each program's customers and requirements as authorized by applicable laws and regulations. In addition, partners will assist in developing and implementing customer satisfaction surveys and needs assessments.

**Confidentiality:**

Client information shall be shared solely for the purpose for the purpose of enrollment, referral, or provision of services. Each partner shall abide by and respect the confidentiality policies of the other partners.

**Americans with Disability Act Compliance:**

The Alameda County Workforce Investment Board will ensure that policies and procedures established by the Alameda County WIB and programs and services provided by One-Stop Career Centers are in compliance with the Americans with Disabilities Act.

**Nondiscrimination:**

During the performance of this MOU, the parties shall not discriminate against any person because of age, race, culture, religious or political affiliation, gender, national origin, ancestry, physical or mental disability, medical condition, marital status, or sexual orientation. The parties also agree to abide by the provisions of Executive Order 11246 on nondiscrimination and, accordingly, will take affirmative action to ensure that applicants are employed without regard to their age, race, ancestry, creed, color, culture, religious or political affiliation, gender, physical or mental disability, medical condition national origin, sexual orientation, marital status or veteran status.

**Administrative Dispute Resolution:**

The mandated partners agree to communicate openly and directly resolve any problems or disputes related to provision of services in a cooperative manner and at the lowest level of intervention possible. Disputes at the One-Stop Career Center will be reviewed and mediated by the non-affected mandated partners. If disputes cannot be resolved at the One-Stop Career Center level, the issue will be brought to the attention of the Alameda County Workforce

Investment Board staff that will attempt to mediate. Issues will be brought to the Workforce Investment Board as a last resort.

**Non-Financial Agreement:**

This agreement is non-financial in nature, and binds no party or partner to financial obligations to any other. Specific studies, activities, programs or projects which involve the transfer or expenditure by any party of any money, services, or property will require execution of separate agreements or contracts.

**Insurance:**

Each party, at its own expense, shall carry and maintain statutory Worker's Compensation Insurance for each of its employees operating in the One-Stop Career Center.

**Mutual Indemnification:**

Each party shall indemnify and hold harmless all other parties to this Memorandum of Understanding 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 their obligations by such indemnifying party pursuant to this Memorandum of Understanding.

**Notices:**

All notices to be given to either of the party under this Memorandum of Understanding shall be given by deposit in the United States mail, first-class postage prepaid, addressed the applicable party. Notices given by mail shall be deemed served three (3) days after deposit in the United States mail, or when received, whichever is sooner.

**Term of Agreement:**

This MOU will commence July 1, 2008 and end June 30, 2010. It will be formally reviewed and updated on a yearly basis or as needed. However, this agreement may be modified at any time by mutual written consent of the signatory partners. Any party may withdraw from this MOU by giving written notice to intent to withdraw at least 90 days in advance of the effective withdrawal date.

Notices of withdrawal shall be submitted to the Alameda County Workforce Investment Board. Should any One-Stop Career Center partner agency withdraw, this MOU shall remain in effect with respect to the other remaining One-Stop Career Center partners.

**1. Description of the purpose of the mandated partner. (Include a description of the program, which is served and how they are served.)**

**Vision**

Chabot College is a learning-centered institution with a culture of thoughtfulness and academic excellence, committed to creating a vibrant community of life-long learners.

**Mission**

Chabot College is a public comprehensive community college that prepares students to succeed in their education, progress in the workplace, and engage in the civic and cultural life of the

global community. The college furthers student learning and responds to the educational needs of our local population and economy. The college serves as an educational leader, contributing its resources to the intellectual, cultural, physical, and economic vitality of the region. Recognizing that learning is a life-long journey, the college provides opportunities for the intellectual enrichment and physical well-being of all community members who can benefit.

## **Values**

The colleges' vision and mission are supported by the following collective values:

### **Learning and Teaching**

- supporting a variety of teaching philosophies and learning modalities
- providing an environment conducive to intellectual curiosity and innovation
- encouraging collaboration that fosters learning
- engaging in ongoing reflection on learning, by students and by staff
- cultivating critical thinking in various contexts
- supporting the development of the whole person

### **Community and Diversity**

- building a safe and supportive campus community
- treating one another with respect, dignity, and integrity
- practicing our work in an ethical and reflective manner
- honoring and respecting cultural diversity
- encouraging diversity in our curriculum and community of learners

### **Individual and Collective Responsibility**

- taking individual responsibility for our own learning
- cultivating a sense of social and individual responsibility
- developing reflective, responsible and compassionate citizens
- playing a leadership role in the larger community
- embracing thoughtful change and innovation

## **2. Description of the core services that will be provided through the One-Stop.**

None

## **3. Description of any other services that will be provided by the mandated partner.**

Chabot College may provide educational/vocational training services to enrolled WIA participants. The training could consist of industry-specific basic skills and academic enhancement training, ESL, or other vocational types of programs. Chabot College will also provide on-site informational presentations and orientations (as appropriate) on strategic industry-related academic and skills training offered at Chabot.

**4. Statement whether staff will be co-located.**

Staff will be encouraged to co-locate or minimally provide on-site services and/or information at the Eden Area One Stop.

**5. Statement of the approximate number, or range of staff available to the One-Stop delivery system**

Staff will be encouraged to co-locate or minimally provide on-site services and/or information at the Eden Area Cities One Stop.

**6. Description of the performance requirements that the partner must meet to be considered successful.**

There are no performance requirements that Chabot College must meet to be considered successful under WIA.

**7. Description of the value of the One-Stop system to the partner.**

- One-Stop core, intensive and training services available to partner agency clients
- Knowledge and experience of other partners
- Sharing of services to people with barriers
- Coordinated employer services

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Jane Fischberg, Executive Director  
Rubicon Programs Inc.

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Date

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Melinda Matsuda – Vice President Student Services  
Chabot College

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Date