

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is entered into as of this 5th day of August, 2025 (the “Effective Date”) by and between the Fresno County Department of Social Services, herein referred to as (the “COUNTY”), and the State Center Community College District, hereinafter referred to as (the “DISTRICT”). The DISTRICT and COUNTY may be referred to herein individually as a “PARTY” or collectively as the “PARTIES.”

RECITALS

The DISTRICT provides educational counseling and supportive services to all referred California Work Opportunity and Responsibility to Kids, herein referred to as (CalWORKs) Welfare-to-Work (WTW) participants enrolled into certificate and/or degree programs at Fresno City College (FCC), Reedley College (RC), or Clovis Community College (CCC).

Pursuant to the California Work Opportunity and Responsibility to Kids Act (Welfare and Institution Code sections 11200 and following, hereinafter called “CalWORKs”) and 42 United States Code sections 601 and following (Temporary Assistance for Needy Families (TANF) Block Grant), County is mandated and funded to deliver a time-limited structural sequence of employment related activities and supportive services that are designed to maximize unsubsidized employment opportunities to able-bodied, non-exempt CalWORKs public assistance applicants and recipients. County’s Department of Social Services (DSS) is designated as the county welfare department responsible for CalWORKs implementation in Fresno County.

Eligible CalWORKs WTW participants will be identified and referred by the COUNTY to one of the above-named colleges.

The DISTRICT will make every effort to accommodate CalWORKs WTW participants attending educational programs at all school sites, whether on or off campus.

This Memorandum of Understanding establishes a framework for comprehensive, coordinated, and collaborative support for CalWORKs WTW participants. Through the co-location of DSS staff to SCCCDC campuses, this partnership between DSS and SCCCDC supports case management and barrier removal services. Co-location allows for immediate communication among staff, ensuring that students receive timely assistance without the burden of traveling to multiple locations. This streamlined approach is essential for promoting student success and improving program outcomes.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants hereinafter set forth, the PARTIES hereby agree as follows:

SERVICES PROVIDED BY THE DISTRICT

The DISTRICT shall provide orientations for prospective CalWORKs WTW students and assist with counseling, educational advising, enrollment activities and supportive services.

The DISTRICT shall initiate contact with the referred participant within ten (10) business days from the date of referral to develop a student education plan (SEP), as well as determine student placement into mathematics or English courses utilizing multiple measures. SEP’s will be

developed in coordination with the participants WTW plan and time limits to outline and track a course of study that improves participant employability.

The DISTRICT will utilize a range of tools, including but not limited to early alert systems, to support student academic progress. These alerts will determine the next steps in academic advising and monitoring of student progress.

The DISTRICT will refer CalWORKs WTW participants with potential learning disabilities to the appropriate agencies for services.

The DISTRICT will evaluate the appropriateness of academic programs and employability based on the student's progress and meet with COUNTY staff to resolve any participant problems.

The DISTRICT will release the CalWORKs WTW student's educational plan as requested by COUNTY staff. DISTRICT staff will ensure the release of information allowing DISTRICT staff to share information with COUNTY staff is on file.

The DISTRICT will maintain written documentation of student contact, eligibility, case management and educational counseling, and will serve as a liaison between the DISTRICT departments to ensure participants success.

The DISTRICT will coordinate WTW Work-Study to assist students in meeting the minimum WTW participation requirements and continue to develop additional student support services and programs to address the needs of CalWORKs WTW students.

The DISTRICT will collaborate with COUNTY Job Specialists to coordinate enrollment, orientation, and educational services.

The DISTRICT will, space permitting and after meeting the need to accommodate its own employees, provide non-exclusive office space at SCCCD CalWORKs offices and service sites to co-locate COUNTY staff throughout the term of this MOU.

DISTRICT will work to ensure that limited English proficiency (LEP) participants have meaningful, effective and equal access to services based on the WTW participant's needs and each campus's organizational capacity.

DISTRICT will designate representatives for each college as follows: FCC – CalWORKs Director, CCC – Student Services Program Director, and RCC – CalWORKs Coordinator. These representatives will be responsible for collaborating with COUNTY on any matters related to this MOU.

SERVICES PROVIDED BY THE COUNTY

The COUNTY will refer all interested CalWORKs WTW participants to the DISTRICT CalWORKs orientations.

The COUNTY shall provide DISTRICT CalWORKs WTW staff with the appropriate CalSAWS eligibility information at the beginning of each semester, at the start of a short-term program, or as needed for the purposes of verifying eligibility.

The COUNTY, upon registration or thirty (30) days before the start of the semester, eligible CalWORKs WTW participant's cases are forwarded to COUNTY's Job Specialists located on the campus where the CalWORKs WTW student is enrolled.

The COUNTY will refer all students to DISTRICT CalWORKs WTW counselors. Referrals will include the participant's name, case number, and their WTW time limits. The referral will also include notification the participant is approved for services.

The COUNTY Job Specialists will provide timely notification (within ten (10) working days) to the DISTRICT any change in the status of the CalWORKs WTW participant.

The COUNTY will provide a streamlined and timely method of securing ancillary services, including acquisition of books and supplies, for CalWORKs WTW participants as established under the Student Training & Education Program (STEP) as mandated by Senate Bill SB 768.

The COUNTY will provide funding and payment mechanisms for authorized supportive services including childcare and transportation for CalWORKs WTW participants to maintain enrollment.

The COUNTY will provide DISTRICT staff an overview of the CalWORKs program and the nature of services available, including response to inquiries about the program as requested. They will also provide a WTW plan and release of information, signed by the participant, for any CalWORKs WTW participant.

The COUNTY will make appropriate referrals to any outside agency resources including, but not limited to mental health, emergency housing, and legal assistance.

The COUNTY will provide employment counseling or referral services for counseling as appropriate.

The COUNTY will monitor the progress of referred CalWORKs WTW participants in meeting their WTW plan goals and, forward signed WTW plans to DISTRICT counselors.

The COUNTY will assist referred CalWORKs WTW participants in developing appropriate childcare plans and make referrals to childcare referral agencies or the COUNTY's DSS childcare office.

The COUNTY will evaluate the nature of CalWORKs WTW participants' barriers in completion of short- and long-term goals.

The COUNTY will evaluate any CalWORKs WTW participant barriers to complete educational goals, and provide timely compliance resolution, including cause determination and/or sanction information.

NON-DISCRIMINATION

The PARTIES agree that all students who are referred for educational services pursuant to this MOU shall be referred without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

INSURANCE

The COUNTY shall procure and maintain in full force and effect during the term of this MOU, at its sole cost and expense, the following insurance in amounts reasonably necessary to protect it against liability arising from all negligent acts or incidents caused by its employees and agents.

Commercial General Liability. Commercial General Liability Insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate.

Workers' Compensation. A policy of Workers' Compensation Insurance as required by law.

Additional Requirements Relating to Insurance. The COUNTY shall obtain endorsements to the Commercial General Liability Insurance naming the State Center Community College District on behalf its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this MOU are concerned. This insurance shall not be cancelled or changed without a minimum of thirty (30) days written notice given to DISTRICT.

INDEMNIFICATION

The COUNTY agrees to indemnify, defend and hold harmless DISTRICT and its affiliates, directors, trustees, officers, agents, and employees, against all liabilities, claims, demands, damages, costs, expenses of whatever nature, including reasonable attorney fees and costs, and court costs arising out of or resulting from or connected with the COUNTY's responsibilities under this MOU.

DISTRICT agrees to indemnify, defend, and hold harmless the COUNTY and its affiliates, directors, trustees, officers, agents, and employees, against all liabilities, claims, demands, damages, costs, expenses of whatever nature, including reasonable attorney fees and costs and court costs arising out of or resulting from or connected with DISTRICT's responsibilities under this MOU.

Neither Party shall have any obligation under this MOU to defend, hold harmless, or indemnify the other Party and its governing board, officers, agents and employees for their sole negligence or willful misconduct.

COMPENSATION

The PARTIES agree that no money will be exchanged for any services provided under this MOU. All services will be provided by the PARTIES at no cost.

TERM AND TERMINATION

Term. The term of this MOU shall commence as of August 5, 2025, and shall continue through June 30, 2026, unless sooner terminated as provided for in this MOU.

Extension. The term of this MOU may be extended for no more than four, one-year periods only upon written approval of both PARTIES at least 30 days before the first day of the next one-year extension period. The COUNTY's DSS Director or designee is authorized to sign the written approval on behalf of the COUNTY. The extension of this MOU by the COUNTY is not a waiver or compromise of any default or breach of this MOU by the DISTRICT existing at the time of the extension whether or not known to the COUNTY.

Modification. No modification or waiver of any provision of this MOU shall be effective unless such waiver or modification shall be in writing, signed by both PARTIES, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

Termination. Either PARTY may terminate this MOU at any time without cause upon at least thirty (30) calendar days advance written notice to the other PARTY, provided that all students participating in the Program at the time of the notice of termination or who are already in the process of onboarding shall be given the opportunity to complete the then-current Program.

MEDI-CAL CONFIDENTIALITY

Conformance with Laws: All services performed by the DISTRICT under this MOU shall be in strict conformance with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality. The DISTRICT shall require its employees, agents, officers and subcontractors to comply with the provisions of Sections 10850 and 14100.2 of the Welfare and Institutions Code, as well as the California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19-0000 and the California Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures Manual, Section 2H. These Code sections provide that:

- A. All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to Medicaid or any form of public social services for which grants-in-aid are received by the State of California from the United States government shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of such public social services.
- B. No person shall publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services, except as is provided by law.
- C. No person shall publish, disclose, or use, or permit or cause to be published, disclosed, or used any confidential information pertaining to an applicant or recipient, except as is provided by laws.
- D. The DISTRICT shall inform all of its employees, agents, officers and subcontractors of the above provisions and that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- E. In addition, the DISTRICT, its employees, agents, and officers shall comply, and require all of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and Security Agreement between the California DHCS and the County of Fresno that is then in effect, and (2) the Privacy and Security Agreement between the CDSS and the County of Fresno that is then in effect, both of which together shall be referred to in this section as “the Agreements” and are incorporated herein by this reference. The current versions of both the DHCS and CDSS Privacy and Security agreements are available upon request or can be viewed at: <https://www.fresnocountyca.gov/Departments/Social-Services/DSS-Administration/Privacy-and-Security-Agreements>. The DISTRICT shall insure that all personally identifiable information (PII), as defined in the MOU, concerning program recipients shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly connected with the administration of the program. The DISTRICT shall use appropriate administrative, physical, and technical safeguards to protect PII, as set forth in the MOU. Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, the DISTRICT shall immediately report the incident to the County by calling (559) 600-2300 or emailing the privacy mailbox at dssprivacyincident@fresnocountyca.gov. The DISTRICT shall certify that all employees, agents, officers and subcontractors have received privacy and security training before accessing any PII and have received refresher training annually, as required by the MOU.

POINT OF CONTACTS

Each party will appoint a person or persons to serve as the official contact and coordinate the activities of each organization in carrying out this MOU.

DISTRICT:

Fresno City College

Mary Beth Mossette
CalWORKs Director
1101 E. University Avenue T-201,
Fresno, CA 93741
(559) 442-8286 ext. 8686

Clovis Community College

Gurpreet Bhogal
Student Services Program Director
10309 N. Willow Avenue,
Fresno, CA 93730
(559) 325-5271

Reedley College

Eve Castellanos
CalWORKs Coordinator
995 N. Reed Avenue,
Reedley, CA 93654
(559) 494-3504

COUNTY:

Department of Social Services – Welfare-to-Work Program

Andrea Story
Social Services Division Chief
3500 Never Forget Lane
Clovis, CA 93612
(559) 600-6304

Department of Social Services – Program Development and Grants

Veronica Mota
Social Services Division Chief
205 W Pontiac Way
Clovis, CA 93612
(559) 600-3756

Department of Social Services – Program Development and Grants

Christina Flores
Senior Staff Analyst
205 W Pontiac Way
Clovis, CA 93612
(559) 600-3061

Department of Social Services – Program Development and Grants

Arshak Abelyan
Staff Analyst
205 W Pontiac Way
Clovis, CA 93612

(559) 600-9208

NOTICES

All notices and other communications required or permitted to be given under this MOU, including but not limited to any notice of change of address, shall be in writing and given by one or more of the following: (a) personal service; (b) email (with confirmation of receipt); (c) facsimile (with confirmation of receipt); or (d) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served, or if mailed on the third day after deposit in any U.S. Post Office. As of the date of this MOU, the addresses of the PARTIES are as follows:

TO DISTRICT:

Fresno City College
1101 East University Avenue
Fresno, CA 93741
Attn: CalWORKs Office

State Center Community College District
1171 Fulton St
Fresno, CA 93721
Attn: District Director, Procurement & Contracts

TO COUNTY:

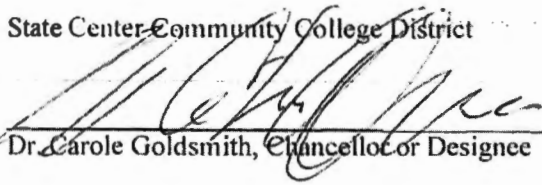
Fresno County Department of Social Services
205 W Pontiac Way
Clovis, CA 93612
Attn: Director of Department of Social Services
dssasu@fresnocountyca.gov

ELECTRONIC SIGNATURES

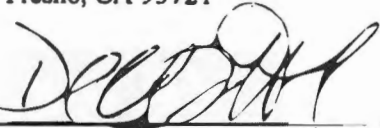
The PARTIES agree that this MOU, and any amendments or modifications hereto, may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Electronic signatures include, but are not limited to, faxed signatures, scanned signatures sent via email, or signatures executed via electronic signature platforms compliant with applicable state and federal law.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed as of the Effective Date first above written by their authorized officer(s).

State Center Community College District

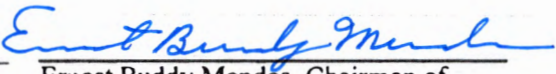

Dr. Carole Goldsmith, Chancellor or Designee

1711 Fulton St.
Fresno, CA 93721



Dr. David El Fattal, Vice Chancellor or Designee,
Finance and Administration

1711 Fulton St.
Fresno, CA 93721

COUNTY OF FRESNO


Ernest Buddy Mendes, Chairman of
the Board of Supervisors of the County
of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy