



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1f

Meeting Date: June 2, 2016

Subject: Approve Memorandum of Understanding for the Sacramento Workforce Development Area

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Academic Office

Recommendation: Approve the Memorandum of Understanding for the Sacramento Workforce Development Area

Background/Rationale: Agencies receiving Workforce Innovation and Opportunity Act (WIOA) funds are now required to develop and have an approved Memorandum of understanding with core WIOA program partners by June 30, 2016.

Financial Considerations: NA

LCAP Goal(s): College and Career Ready Students; Family and Community Engagement

Documents Attached:

1. Memorandum of Understanding for the Sacramento Workforce Development Area

Estimated Time of Presentation: N/A

Submitted by: Iris Taylor, Susan Gilmore

Approved by: José L. Banda, Superintendent

**MEMORANDUM OF UNDERSTANDING
FOR THE
SACRAMENTO WORKFORCE DEVELOPMENT AREA
2016**

I. Preamble/Purpose of MOU

Under the Workforce Innovation and Opportunity Act (WIOA), Sacramento County, including the incorporated cities within its boundaries, has been designated as the Sacramento Workforce Development Area (SWDA). The Sacramento Employment and Training Agency Governing Board (Governing Board) has been designated as the Chief Elected Official (CEO) of the SWDA. Sacramento Works, Inc. (SWI) has been certified as the Local Workforce Development Board (Local Board) for the SWDA. The WIOA requires that each Local Board, with the agreement of the CEO, develop and enter into a Memorandum of Understanding (MOU) with specified One Stop Partners (Partner or Partners) – entities that operate the following programs or activities within the SWDA:

- WIOA Title I Adult, Dislocated Worker, and Youth
- WIOA Title II Adult Education and Literacy
- WIOA Title III Wagner-Peyser
- WIOA Title IV Vocational Rehabilitation
- Carl Perkins Career Technical Education
- Title V Older Americans Act
- Job Corps
- Native American Programs (Section 166)
- Migrant Seasonal Farmworkers (Section 167)
- Veterans
- Youth Build
- Trade Adjustment Assistance Act
- Community Services Block Grant
- Housing & Urban Development
- Unemployment Compensation
- Second Chance
- Temporary Assistance for Needy Families/CalWORKs

The name of each Partner entity, name of representative(s) and contact information are included in Attachment A, which is incorporated herein by reference.

The State of California Employment Development Department has established the “America’s Job Center of California” (AJCC) system as the mechanism for delivering WIOA services within local areas, including the SWDA. The State of California has developed a Workforce Development Strategic Plan (State Plan) to provide for a locally-driven one stop system to develop partnerships that will provide programs and services to achieve the following three main policy objectives set forth in the State Plan:

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

In turn, SWI has adopted a Local Plan that further refines the objectives for the SWDA to implement the AJCC system within the SWDA to meet the following local area policy objectives:

1. **Goal 1: Meet the workforce needs of high demand sectors of the state and regional economy and diversify the economy through growth and support of occupational sectors/clusters with high growth potential.**
2. **Goal 2: Build and maintain a world-class talent pool by increasing the attainment of industry recognized credential, with an emphasis on individuals with barriers to employment, and by increasing the number of high-school students who are prepared for post-secondary education, apprenticeships and/or a career.**
3. **Goal 3: Support system alignment, service integration and continuous improvement.**

With the agreement of the Governing Board, this MOU outlines the understanding between SWI and the WIOA Partners concerning the operation of the AJCC in the SWDA. This MOU is intended to establish a cooperative working relationship between SWI and the Partners and define their respective roles and responsibilities in achieving the policy objectives set forth in the State Plan and the Local Plan as they are implemented under WIOA. This MOU will also establish the framework to be used in the SWDA to provide services to employers, employees, job seekers and others seeking workforce services under the newly-implemented WIOA and the AJCC system.

These State and local policy objectives will be met by ensuring access to a high-quality AJCC that provides a full range of services available in the SWDA 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.*

I. **Parties to the MOU.** This MOU is entered into by SWI (subject to the agreement of the Governing Board) and each Partner whose signature appears on a signature page of this MOU. This MOU may be executed by any Partner in any number of counterparts, but all counterparts shall be considered one MOU. Upon execution of any counterpart by a Partner, SWI shall provide an executed copy of the counterpart to every Partner who is or becomes a party to this MOU. By executing a counterpart, each Partner to the MOU acknowledges that this MOU accurately reflects such Partner's understanding and authorization to distribute a copy of such executed counterpart to the Governing Board, SWI and any other Partner signatory to this MOU.

II. **One-Stop System, Services.** The SWDA's One-Stop System is a network of One-Stop Partners and Service Providers who coordinate and connect education, training, workforce development and related services to job seekers and businesses throughout the region.

The specific services provided by each One-Stop Partner will be identified on Attachment B, which reflects each Partner's service location(s), services provided, contact person and contact method (i.e., co-location, electronic, etc.) to ensure "direct access" to services. Attachment B includes a map showing all Partners' service locations and a chart showing all Partners' career services with contact person/information for "direct access" purposes. As new Partners execute the MOU, Attachment B will be updated by SWI and circulated to the Governing Board and the other signatory Partners, along with the signature page of the new Partner.

III. **Responsibility of AJCC Partners.** Each Partner signatory to this MOU agrees to:

- Participate in joint planning, plan development, and modification of activities to accomplish the following:
 - Continuous Partnership building.
 - Continuous planning in response to state and federal requirements.
 - Responsiveness to local and economic conditions, including employer needs.
 - Adherence to common data collection and reporting needs.
- Make the service(s) applicable to the Partner program available to customers through the one-stop delivery system.
- Participate in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
- Participate in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross trained.

IV. **Funding of Services and Operating Costs.** Each Partner signatory to this MOU agrees to negotiate with SWI and implement a cost/resource sharing plan by December 31, 2017. Upon execution, the Cost/Resource Sharing Agreement shall be appended to this MOU as Attachment C and incorporated herein. All relevant parties to this MOU agree to share in the operating costs of the AJCC **system**, either in cash or through in-kind services/resources. The

cost of services, operating costs, and infrastructure costs of the AJCC will be funded by all AJCC Partners through a separately negotiated cost/resource sharing agreement based on an equitable and agreed upon formula or plan. All Partners will ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs is reflected in the Cost/Resource Sharing Agreement set forth in Attachment C to this MOU.

Except as provided in Attachment C, this MOU is neither a fiscal nor funds obligation document. Any activities involving reimbursement or contribution of funds between the Parties of this MOU will be handled in accordance with applicable laws, regulation, and procedures. Such activities will be documented in separate agreements, with specific projects between the parties spelled out. The separate agreements will reference this MOU.

This MOU defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation to serve as a basis for expenditures. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each signatory to the extent that their participation is required and resources are available.

This MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

This MOU does not obligate the Parties to enter into any agreements, contracts, or other obligations.

Nothing in this MOU may be construed to obligate the Parties, the State of California, or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the Parties, the State of California, or the United States to spend funds on any particular project or purpose, even if funds are available.

V. **Methods for Referring Customers.** Each Partner agrees to mutually implement processes for the referral/connection of customers to services not provided on-site.

The referral/connection process will:

- Ensure that intake and referral/connection processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding AJCC programs, services, activities and resources shall be made available to all customers as appropriate.
- Describe how customer referrals/connections are made electronically, through traditional correspondence, verbally or through other means determined in cooperation with Partners and operators.

- Describe how each AJCC Partner will provide access to other AJCC Partner staff and career services 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).

VI. **Access to Services for Workers, Youth and Individuals with Barriers to Employment.**

The AJCC system will ensure access for workers, youth and individuals with barriers to employment by:

- Offering priority for services to recipients of public assistance, other low-income individuals, individuals who are basic skills deficient, and (consistent with SWI's policy on priority of service) other individuals with barriers to employment, when providing individualized career services and training services with WIOA adult funds.

Each Partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC are operated in compliance with the Americans with Disabilities Act of 1990 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 Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

VII. **Shared Technology and System Security.** To the extent allowed by federal and state laws and regulations, the parties agree to share data and technology as well to ensure that all data and systems are secure.

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 technology, and to the extent allowable, each Partner agrees to:

- *Comply with the applicable provisions of WIOA, the California Welfare and Institutions Code, California Education Code, Federal 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.*

VIII. **Confidentiality.** Each Partner agrees to comply with the provisions of WIOA as well as the applicable sections of the California Welfare and Institutions Code, the California Education Code, the Federal 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.*
- *Each Partner agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. Each 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.*

IX. **Non-Discrimination and Equal Opportunity.** No Partner shall unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant for service due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. Each Partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990, et. seq.) and related applicable regulations.

Each 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.

X. **Grievances and Complaints Procedure.** Each Partner agrees to establish and maintain a procedure for grievances 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 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.

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. Conflicts that may arise regarding the interpretation of the clauses of this MOU will be resolved by the Governing Board, and that decision will be considered final and not subject to further appeal or to review by any outside court or other tribunal.

XI. **Effective Dates and Term of MOU.** 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 the first three parties (Effective Date). The MOU will be reviewed not less than once every year to identify any substantial changes that have occurred or should occur.

XII. **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 renegotiated, amended, or modified at any time by mutual agreement of all the Parties. Any such amendment or modification shall be in writing and agreed to by all Parties.

XIII. **Term and 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. This MOU shall remain in effect for a period of three (3) years from the Effective Date. This MOU may be terminated by any Party by providing written notice and explanation to the other Parties at least 30 calendar days in advance of the effective date of termination. The termination of this MOU shall not affect the validity or duration of activities or agreements under this MOU that are initiated prior to such termination or that are continued by the remaining Parties.

XIX. **Renewal.** This MOU may be renewed for additional periods of 3 years, by mutual written consent of the Parties.

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

XXI. **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). 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.

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), and 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.

XXII. **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 Local Board on buildings identified for AJCC usage and on letterhead, envelopes, business cards, any written correspondence and fax transmittals.

XXIII. **Personal Property.** Title to any personal property, such as computers, computer equipment, office supplies, and office equipment furnished by a Party to the AJCC under this MOU shall remain with the Party furnishing the property. All parties agree to exercise due care in handling such property. However, each party agrees to be responsible for any damage to its property which occurs in the performance of its duties under this MOU, and to waive any claim against any other Party for such damage, whether arising through negligence or otherwise.

XXIV. **Liability and Risk of Loss.**

a. To the extent permitted by law, with regard to activities undertaken pursuant to this MOU, none of the parties to this MOU shall make any claim against one another or their respective instrumentalities, agents or employees for any injury to or death of its own employees, or for damage to or loss of its own property, whether such injury, death, damage or loss arises through negligence or otherwise.

b. To the extent permitted by law, if a risk of damage or loss is not dealt with expressly in this MOU, such party's liability to another party, whether or not arising as the result of alleged breach of the MOU, shall be limited to direct damages only and shall not include loss of revenue or profits or other indirect or consequential damages.

XXV. **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.

Signatories

**SACRAMENTO EMPLOYMENT & TRAINING AGENCY
GOVERNING BOARD**

By: _____
Its: Chairperson

Dated: _____

SACRAMENTO WORKS, INC.

By: _____
Its: Chairperson

Dated: _____

ONE-STOP PARTNER

Signature (Authorized Representative)

Dated: _____

Title