

WDB BOARD MEMBERS

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Ramos Oil Company, Inc.

LARRY BOOTH
Frank M. Booth, Inc.

BRIAN BROADWAY
Sacramento Job Corps

LARRY BURKHARDT
City of Sacramento.

DENNIS CANEVARI
Sheet Metal Workers Local #104

N. LISA CLAWSON
Blood Source, Inc.

LYNN R. CONNER –Chair
Parasec

MICHAEL DOURGARIAN
Asher College

ANN EDWARDS
Department of Human Assistance

DIANE FERRARI
Employment Development Department

DAVID W. GORDON
Sacramento County Office of Education

GARY R. KING – First Vice Chair
SMUD

KATHY KOSSICK
Sacramento Employment & Training Agency

MATT LEGE
SEIU – United Healthcare Workers

FRANK A. LOUIE
Xerox Corporation

ELIZABETH MCCLATCHY
The Safety Center, Inc.

CHARLOTTE MITCHELL
Sacramento County Farm Bureau

DENNIS MORIN
Sacramento Area Electrical Training Center

DR. JAMEY NYE
Los Rios Community College District

JAY ONASCH
California Department of Rehabilitation

KIM PARKER
California Employers Association

FABRIZIO SASSO
Sacramento Central Labor Council

ANETTE SMITH-DOHRING
Sutter Health – Sacramento Sierra Region

PETER TATEISHI
Sacramento Metro Chamber of Commerce

RICK WYLIE – Secretary/Treasurer
Villara Building Systems



SACRAMENTOWORKS

SACRAMENTO WORKS, INC. PLANNING/OVERSIGHT COMMITTEE

Date: Wednesday, May 18, 2016

Time: 9:30 a.m.

Location: SETA - Board Room
925 Del Paso Blvd., Suite 100
Sacramento, CA 95815

AGENDA

1. Call to Order/Roll Call
2. **Consent Item:** Approval of the January 20, 2016 Minutes
3. **Action Item:** Approval of the Workforce Innovation and Opportunity Act (WIOA), Sacramento Works, Inc., Resource Allocation Plan for 2016-2017
4. **Action Item:** Review and Recommend Approval of the Workforce Innovation and Opportunity Act Memorandum of Understanding and Authorize staff to Negotiate Changes Subject to Legal Counsel Approval
5. Public Input
6. Adjournment

Planning/Oversight Committee Members: Anette Smith-Dohring (Chair), Ann Edwards, Kathy Kossick, Frank Louie, Jay Onasch

DISTRIBUTION DATE: TUESDAY, MAY 10, 2016

Sacramento Works, Inc.
Planning/Oversight Committee
Minutes/Synopsis

(Minutes reflect the actual progression of the meeting.)

SETA Board Room
925 Del Paso Blvd., Suite 100
Sacramento, CA 95815

Wednesday, January 20, 2016
8:30 a.m.

1. **Call to Order/Roll Call:** Ms. Smith-Dohring called the meeting to order at 8:32 a.m.

Members Present: Paul Castro, Frank Louie, Jay Onasch, Kathy Kossick, Anette Smith-Dohring

Members Absent: Ann Edwards, Troy Givans

Others present: Phil Cunningham, Patty Perez, Pam Hartley, Michelle O'Camb, Roy Kim

2. **Consent Item:** Approval of the July 15, September 16, and December 16, 2015 Minutes

Minutes were reviewed; no questions or corrections.

Moved/Kossick, second/Onasch, to approve the July 15, September 16, and December 16, 2015 minutes as presented.

Voice Vote: Unanimous approval.

3. **Public Input Meeting:** Implementation of the Workforce Innovation and Opportunity Act, Adult and Dislocated Worker Program, PY 2016 – 2020

1. **Dorinda McMillan, Chief Operating Officer, Woodmack Products:**

Ms. McMillan stated that their business has been in operation for 60 years. They have been utilizing the OJT program since they came from the Bay Area. One thing that changed is the reduction in funding for low-income adults which impacts the ex-offenders they hire. Their business provides ex-offenders an opportunity to learn a trade. The agencies they work with help their new hires with housing and transportation. It is important as more ex-offenders are released that they have opportunities for jobs. It is a risk for them as an employer and they spend a lot of time training their employees; once they get experience, they leave the company. Ms. McMillan stated that she would like to see the funding be more diverse. The funding was reduced from \$2,000. The OJT program is an important part of their survival as a manufacturing company.

2. Brian Talcott, Program Director, Women's Empowerment:

Mr. Talcott runs a job readiness program for homeless women. He urged the committee to think of working with the continuum of care. Many providers provide job readiness and would like to see the job training centers partner with them to help their homeless population get off the streets.

Mr. Kim stated that there were a number of audience members that testified at the earlier meeting. This is the time for input and audience members can submit written input.

No other public input was received.

Mr. Kim reminded the audience that the public notice is on the SETA website and to forward any additional comments to Ms. Michelle O'Camb.

4. Adjournment: The meeting was adjourned at 8:45 a.m.

ITEM 3 - ACTION

APPROVAL OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA), SACRAMENTO WORKS, INC., RESOURCE ALLOCATION PLAN FOR 2016-2017

BACKGROUND:

The Resource Allocation Plan (RAP) establishes how the funding, allocated to Sacramento County through the Workforce Innovation and Opportunity Act (WIOA), Adult and Dislocated Worker programs, and the CalWORKs funds allocated to SETA by the Sacramento County Department of Human Assistance (DHA), will support services, activities and functions within the Job Center System. Funds that are allocated provide activities and services that assist unemployed and underemployed individuals gain the skills necessary to enter high demand careers in the region and offer employers the services they need to hire qualified candidates. On an annual basis, Sacramento Works, Inc. (SWI) reviews the plan and approves the percentage of funds that will be allocated to each activity for the next fiscal year.

The allocation for Fiscal Year 2016-2017 for the WIOA Adult, Dislocated Worker, and CalWORKs programs is projected to be \$10,215,917, representing a 15 percent decrease (\$1,843,158) from 2015-2016 funding levels. If final allocations are different from projections, then the RAP allocations will be adjusted proportionately. The decrease is attributable to reductions in WIOA Title I, Adult and Dislocated Worker allocations (\$392,531), and anticipated reductions in the CalWORKs GED Preparation/Vocational ESL (\$660,000) and On-the-Job Training/Subsidized Employment (\$790,627) programs.

In 2014, new state legislation required that a larger percentage of funds be expended on training services and adopted a rigid definition of "training" cost. In order to comply with this change in controlling law, the Sacramento Works Job Centers (SWJCs) were bifurcated into a system of Job Centers and Training Centers, where SETA-hosted Job Centers provide core and intensive career services, support services, and access to training scholarships, and Training Centers provide a mix of training services including On-the-Job Training, Occupational Skills Training, Job Readiness Training and GED Preparation/ Vocational English-as-a-Second Language.

This bifurcated approach was compliant with the new 2014 state requirements and provided an effective means of providing training services. However, it was not as efficient as the previous system, which provided customers with more training choices, the ability to respond quickly to changes in labor market demands, and overall better satisfaction from customers and service providers.

ITEM 3 – ACTION (continued)

Page 2

The recent WIOA legislation provides an opportunity to redesign the Sacramento Works Job Center (SWJC) system to ensure that it is aligned with WIOA's goals of improving employment, training and education programs and promoting individual and national economic growth. WIOA allows for increased flexibility in the definition of training costs by recognizing that personnel and related operating costs are included in the delivery of training services; and with the inclusion of the Temporary Assistance for Needy Families (TANF) program, WIOA provides the ability to count leveraged TANF-funded services toward the training expenditure requirement. In addition, the State is currently reviewing its State-level training expenditure requirements to allow greater flexibility and alignment with WIOA.

The Planning and Oversight Committee of Sacramento Works, Inc., held two public input meetings to solicit input from employers, job seekers, community stakeholders, education and training providers, community-based organizations and other interested parties regarding the workforce needs of the system. Input received from stakeholders and the public clearly expressed the following:

1. Centers need both career services and access to training services so that customers have direct access to the full menu of services at a single neighborhood-based location.
2. The ability to provide support services significantly increases customers' ability to successfully complete training, enter an occupation and advance along a career path.
3. Additional services for vulnerable populations are needed, particularly for customers who are not eligible for CalWORKs-funded services.
4. Centers that focus on the needs of job seekers in low-income, high unemployment neighborhoods and zip codes are needed.

In response to the input received at the public input meetings and the input received over the past three years, and to implement the requirements of WIOA, staff prepared a Request for Proposals (RFP) that was approved by the SETA Governing Board on March 3, 2016. The RFP allows for the provision of services through neighborhood-based Job Centers that provide access to the menu of career and training services as has been historically provided by SETA through its SWJC system prior to implementation of the bifurcated approach in 2014. The RFP is available for review at www.set.net/public-notice-rfps/. Eighteen (18) proposals were received by the April 12, 2016, deadline and are currently in the evaluation process.

ITEM 3 – ACTION (continued)
Page 3

The RAP reflects the changes necessitated by the RFP. For 2016-17, and the continuing program implementation of the WIOA, staff is recommending the following RAP categories and percentages:

| | |
|-------------|----------------------------|
| 41.9% | Job Center Career Services |
| 44.3% | Training Services |
| 6.7% | Job Center Support |
| 5.6% | Administration |
| <u>1.5%</u> | <u>Board Initiatives</u> |
| 100% | Total |

The proposed RAP chart and definitions are attached for your review.

RECOMMENDATION:

Approve the Sacramento Works, Inc. Resource Allocation Plan for 2016-17, and forward to the full Sacramento Works Board for approval.

**Attachment 1
Recommended Resource Allocation Plan for FY 2016-2017**

| Job Center Services Activities and Functions | Allocation % for Fiscal Year 2015-2016 | Proposed Allocation % for Fiscal Year 2016-2017 | WIOA/ CalWORKS Funding 2016-2017 | Proposed WIOA/ CalWORKS Funding 2016-2017 | Increase/ Decrease from last year |
|---|---|--|---|--|--|
| Career Services: Costs associated with welcoming customers, outreach, intake, orientation, registration and eligibility determination, skill review, initial/vocational assessments, career planning and coaching, counseling, short-term pre-vocational services, workforce preparation activities, financial literacy, English language acquisition, other services referral/coordination, information workshops, labor market information, and technology resources. This activity also includes ongoing comprehensive casemanagement services for customers enrolled in training activities and business services. | 24.5% | 41.9% | \$ 2,954,473 | \$ 4,276,620 | \$ 1,322,147 |
| Training Services: Costs associated with customers enrolled in training activities, including Scholarships/Individual Training Accounts for occupational skills training, On-the-Job Training/Subsidized Employment (OJT/SE), pre-apprenticeship and apprenticeship, customized training, incumbent worker training and entrepreneurial training. | 61.7% | 44.3% | \$ 7,440,450 | \$ 4,529,500 | \$ (2,910,950) |
| Job Center Support: Program Monitoring and Quality Control, SacWorks support, Client tracking, reporting and follow-up. | 6.7% | 6.7% | \$ 807,958 | \$ 684,466 | \$ (123,492) |
| Administration: General Administration, Personnel, Payroll, Information Systems, Fiscal and Contracts staff. | 5.6% | 5.6% | \$ 675,308 | \$ 572,091 | \$ (103,217) |
| Board Initiatives: Funds are approved for Sacramento Works, Inc., Board initiatives, including employer outreach, labor market research, participating in regional workforce plans and initiatives. | 1.5% | 1.5% | \$ 180,886 | \$ 153,239 | \$ (27,647) |
| Total | 100.00% | 100.00% | \$ 12,059,075 | \$ 10,215,917 | \$ (1,843,158) |

ITEM 4 – ACTION

REVIEW AND RECOMMEND APPROVAL OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT MEMORANDUM OF UNDERSTANDING AND AUTHORIZE STAFF TO NEGOTIATE CHANGES SUBJECT TO LEGAL COUNSEL APPROVAL

BACKGROUND:

Under the Workforce Innovation and Opportunity Act (WIOA), Local Workforce Development Boards (LWDB), with the agreement of the Chief Local Elected Official (CEO) are responsible for entering into a Memorandum of Understanding (MOU) with specified One-Stop Required Partners that provide programs or activities within the local area.

In January, the California Employment Development Department (EDD) released Directive WSD15-12, WIOA Memorandums of Understanding, providing guidance on the development of MOUs and a sample MOU Template that local areas could adapt for their purposes. The Directive separated the MOU development process into the following two (2) phases:

Phase I: Service Coordination: Local Board is to work with all of the required and optional partners in the Local Area to develop an agreement regarding the operation of the local one-stop system as it relates to **shared services and customers**. Phase I is to be completed no later than **June 30, 2016**.

Phase II: Shared Resources and Costs: Local Board should build upon Phase I agreements and determine how to best support their established service delivery model through the **sharing of resources and costs**. Separately negotiated cost sharing agreements are to be completed no later than **December 31, 2017**.

Staff, with the approval of the respective legal counsels for the Sacramento Works, Inc. (SWI), Sacramento's LWDB, and the SETA Governing Board, have prepared the attached draft WIOA MOU for the Sacramento Workforce Development Area based on the sample MOU Template provided by EDD. In addition, in March, April and May, staff convened meetings with all One-Stop Required Partners, and are in the process of compiling a system-wide matrix of services and service locations for all One-Stop Required Partners.

It is anticipated that the overwhelming majority of One-Stop Required Partners will execute the attached draft MOU; however, to ensure that the SWI is able to comply with the requirement of executing MOUs with all One-Stop Required Partners, staff is recommending that the Board authorize staff to negotiate changes to the MOUs with One-Stop Required Partners, subject to approval by the SWI's and the SETA Governing Board's legal counsels.

ITEM 4 – ACTION (continued)
Page 2

RECOMMENDATION:

Review the WIOA Memorandum of Understanding for the Sacramento Workforce Development Area and recommend approval to the Sacramento Works Board. Authorize staff to negotiate changes to the MOUs with One-Stop Required Partners, subject to approval by the SWI's and the SETA Governing Board's legal counsels.

DRAFT - Workforce Innovation and Opportunity Act
Memorandum of Understanding for the
Sacramento Workforce Development Area

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 Insurance
- 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.

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Memorandum of Understanding for the
Sacramento Workforce Development Area

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.

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Memorandum of Understanding for the
Sacramento Workforce Development Area

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. Faxed signatures or signatures provided in electronic, portable document format (pdf) are binding and may be treated as original signatures for all purposes. This MOU may be executed by any Partner in any number of counterparts, but all counterparts shall be considered one MOU, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form a single original document. 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
- Draft MOU. pmc.v2. 2.25.16 (LCL Redline)

DRAFT - Workforce Innovation and Opportunity Act
Memorandum of Understanding for the
Sacramento Workforce Development Area

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.

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DRAFT - Workforce Innovation and Opportunity Act
Memorandum of Understanding for the
Sacramento Workforce Development Area

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

DRAFT - Workforce Innovation and Opportunity Act
Memorandum of Understanding for the
Sacramento Workforce Development Area

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*

DRAFT - Workforce Innovation and Opportunity Act
Memorandum of Understanding for the
Sacramento Workforce Development Area

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

DRAFT - Workforce Innovation and Opportunity Act
Memorandum of Understanding for the
Sacramento Workforce Development Area

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), 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.

DRAFT - Workforce Innovation and Opportunity Act
Memorandum of Understanding for the
Sacramento Workforce Development Area

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.

DRAFT - Workforce Innovation and Opportunity Act
Memorandum of Understanding for the
Sacramento Workforce Development Area

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