



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

**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). 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 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-

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

- 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

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 written and 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 and for 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

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 Partnern3btf90.009

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

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