

A-22-292
6/21/22

**Workforce Innovation and Opportunity Act
Memorandum of Understanding Narrative Update
San Joaquin County**

This Memorandum of Understanding (MOU) is entered into to define the roles and responsibilities of each partner as mutually agreed by the parties for the provision of services pursuant to the Workforce Innovation and Opportunity Act (WIOA). The parties to this MOU are: San Joaquin County Board of Supervisors, San Joaquin County Workforce Development Board, Stockton Unified School District, San Joaquin Delta Community College, State Employment Development Department (Wagner-Peyser, Veterans, Trade Adjustment Assistance Act), State Employment Development Department (Unemployment Insurance), State Department of Rehabilitation, San Joaquin County Human Services Agency (TANF/CalWORKs, CalFresh Employment and Training Program, Community Action Partnership), California Indian Manpower Consortium, Inc., California Human Development, San Joaquin County Office of Education, Housing Authority of the County of San Joaquin, San Joaquin County Probation Department, San Joaquin County Department of Child Support Services, and Job Corps.

The parties enter into this MOU for the purpose of creating a quality "AJCC" system and fostering cooperative working relationships to deliver services under the State's America's Job Center of California (AJCC) structure. This MOU shall serve as the framework for providing services to employers, employees, job seekers and others needing workforce services in San Joaquin County.

I. Purpose

The WIOA requires that a MOU be developed and executed between the AJCC partners to establish an agreement concerning the operations of the AJCC delivery system. The purpose of the MOU is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

A. State Policy Objectives

Through the local AJCC structure, the parties to this MOU will coordinate efforts in support of the three main policy objectives established within the California Unified Workforce Development Strategic Plan (State Plan). The three strategies are as follows:

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

- B. These objectives will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking assistance in:
1. Beginning and/or enhancing their career options;
 2. Building basic educational or occupational skills;
 3. Earning a postsecondary certificate or degree;
 4. Obtaining guidance on how to make career choices; and
 5. Seeking to identify and hire skilled workers.
- C. The partners to this MOU will further support the State Plan policy objectives by aligning and coordinating to the greatest extent possible, their respective efforts at the local and regional level within a framework that includes:
1. Sector strategies - aligning workforce and education programs with leading and emergent industry sectors' skills needs.
 2. Career Pathways - enabling of progressive skills development through education and training programs, using multiple entry and exit points, so that each level of skills development corresponds with a labor market payoff for those being trained or educated.
 3. Regional Partnerships - building partnerships between industry leaders, workforce professionals, education and training providers, and economic development leaders to engage workforce and education policies that support regional economic growth.
 4. Earn and Learn Models - using training and education "best practices" that combine applied learning opportunities with material compensation while facilitating skills development in the context of actual labor market participation.
 5. Supportive Services - providing ancillary services like childcare, transportation, and counseling to overcome barriers and facilitate program completion and transition to employment.
 6. Creating Cross-System Data Capacity - using diagnostic labor market data to assess where to target investment and facilitate the measurement of effectiveness over time.
 7. Integrated service delivery - braiding resources and coordinating services at the local level to meet the needs of local business and individual job seekers.

II. Local/Regional Vision and Mission Statement

A. Vision

Our vision for this area and region is a prosperous and growing economy supported by an abundance of livable-wage careers performed by a local workforce that is well

prepared, appropriately skilled, and fully capable of meeting the current and future needs of local and regional employers.

B. Mission

Our mission is to implement the Workforce Innovation and Opportunity Act by strategically leveraging and integrating community resources to cultivate demand driven skill attainment that meets the evolving needs of business and accelerates the upward mobility of the labor force.

III. Required Partner Programs

The parties to this MOU have agreed to work together to better serve mutual and common customers and actively participate in an integrated system of delivery enhanced by a broad coalition of partners required under WIOA. These required partners include local/regional representatives of the following programs:

- A. WIOA Title I Adult, Dislocated Worker, and Youth (Employment and Economic Development Department)
- B. WIOA Title II Adult Education and Literacy (Stockton Unified School District Adult Ed Representative)
- C. WIOA Title III Wagner-Peyser (Employment Development Department)
- D. WIOA Title IV Vocational Rehabilitation (Department of Rehabilitation)
- E. Temporary Assistance for Needy Families/CaLWORKs (Human Services Agency)
- F. Carl Perkins Career Technical Education (San Joaquin Delta College)
- G. CalFresh Employment and Training Program (HSA)
- H. Job Corps (Job Corps Northern California Outreach & Admissions)
- I. Native American Programs – WIOA Section 166 – (California Indian Manpower Consortium)
- J. Migrant Seasonal Farmworkers – WIOA Section 167 – (California Human Development)
- K. Veterans (EDD)
- L. YouthBuild (County Office of Education)

- M. Trade Adjustment Assistance Act (EDD)
- N. Community Services Block Grant (HSA)
- O. Housing & Urban Development (Housing Authority of the County of San Joaquin)
- P. Unemployment Compensation (EDD)
- Q. Second Chance (San Joaquin County Probation Department)
- R. Child Support Services (San Joaquin County Department of Child Support Services)

Individuals authorized to sign this MOU on behalf of the partner organization are identified on the Signature Page labeled Attachment A. The absence of a signature of a required partner to this MOU shall not affect the joint, on-going activities of the remaining parties to this document.

IV. AJCC System, Services

The AJCC System in San Joaquin County will consist of one comprehensive AJCC and multiple access points throughout the county. AJCC basic career services will be accessible 24 hours a day, seven days a week through the internet, primarily through CalJOBS and other partner websites, where available. Each partner's services (Basic Career, Individualized and Training) will be integrated into the system as identified in the Attachment B.

- A. The AJCC will provide Basic Career Services which are available to all Adults and Dislocated workers. Basic Career Services include but are not limited to the following:
 1. Determination of eligibility to receive WIOA Career and/or Training services;
 2. Outreach, intake and orientation to the information and other services available through the AJCC system;
 3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities, skill gaps and supportive service needs;
 4. Labor exchange services including job search and placement assistance, and where needed by an individual, career counseling including the provision of information on in-demand industry sectors/occupations, the provision of information on nontraditional employment, and job vacancy listings in labor market areas;
 5. Referral and coordination of activities with other programs and services

- including AJCC system partners and additional workforce development programs;
6. Workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, State-wide, and national labor market areas, including: information on job skills necessary to obtain the vacant jobs listed; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
 7. Provision of performance information and program cost information on eligible providers of training services by program and type of providers;
 8. Provision of information about how the local area is performing on performance accountability measures, as well as any additional performance information relating to the area's AJCC delivery system;
 9. Information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition Assistance program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services through the U.S. Department of Housing and Urban Development; and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;
 10. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
 11. Provision of information and assistance regarding filing claims under UI programs including meaningful assistance to individuals seeking assistance in filing a claim. Meaningful assistance means providing assistance on-site using staff who are properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim, or by phone or via other technology, as long as the assistance is provided by trained and available staff within a reasonable time.
- B. The AJCC will provide Individualized Career Services upon determination by AJCC staff that said services are appropriate for an individual to obtain or retain employment. Individualized Career Services shall be made available in all comprehensive AJCCs. Recent assessments conducted by partner programs may be utilized to determine if Individualized Career Services would be appropriate. These services include:

1. Comprehensive and specialized assessments of the skill levels and service needs which may include diagnostic testing and use of other assessment tools, and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
2. Development of an individual career plan, to identify the career goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her career goals, including the list of, and information about, eligible training providers;
3. Group and/or individual counseling and mentoring;
4. Career planning (e.g. case management);
5. Short-term term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training; in some instances, pre-apprenticeship programs may be considered as short-term prevocational services;
6. Internships and work experiences that are linked to careers;
7. Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;
8. Financial literacy services;
9. Out-of-Area job search assistance and relocation assistance;
10. English language acquisition and integrated education and training programs; and
11. Follow-up services made available, including counseling regarding the workplace, for participants in WIOA activities who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

- C. The AJCC will provide Training Services for eligible individuals through Individual Training Accounts (ITA) and/or other training administration methods permitted under WIOA. Training Services may be provided if AJCC staff determine, after an interview, and/or evaluation or assessment, and career planning, that the individual:
1. Is unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;
 2. Is in need of Training Services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through career services alone; and
 3. Has the skills and qualifications to successfully participate in the selected program of Training Services.

Training services may include:

4. Occupational skills training, including training for non-traditional employment and occupational skills training that integrates English-language and math instruction needed to succeed on the job;
5. On-the-Job Training (OJT);
6. Programs that combine workplace training with related instruction, which may include cooperative education programs;
7. Training programs operated by the private sector;
8. Skill upgrading and retraining;
9. Entrepreneurial training; and
10. Apprenticeship and Pre-Apprenticeship Skills Training.

V. **Responsibility of AJCC Partners**

The parties to this MOU agree to share the responsibility for planning, implementing and operating the AJCC delivery system. This MOU describes the cooperative working relationship between the parties and defines the respective roles and responsibilities in ensuring access to high-quality services through the AJCC system. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

The AJCC partner agrees to:

- A. Participate in joint planning, plan development, and modification of activities to accomplish the following:
 - 1. Continuous partnership building;
 - 2. Continuous planning in response to State and federal requirements;
 - 3. Responsiveness to local and economic conditions, including employer needs; and
 - 4. Adherence to common data collection and reporting needs.
- B. Make available to customers the applicable service(s) of the partner programs through the AJCC delivery system;
- C. Participate in the operation of the AJCC system, consistent with the terms of the MOU and requirements of authorized laws, rules and regulations; and
- D. Participate in capacity building and staff development activities to help ensure that all partners and staff are adequately cross-trained.

VI. Infrastructure Funding Agreement and Other Shared System Costs

The parties to this MOU agreed to negotiate and implement a cost sharing plan by December 31, 2017, under Phase II of the MOU development process as described in the State Employment Development Department (EDD), Workforce Services Directives WSD15-12, WSD16-09, and WSD16-22. The Infrastructure Funding Agreements (IFAs) and Other System Costs agreements shall be negotiated separately. Once finalized, the cost sharing agreements shall be incorporated into this MOU as attachments 2 and 3.

VII. Methods for Referring Customers

Each partner to this MOU is committed to a referral process that incorporates the vision of a customer-centered system and will create processes and policies to support this vision. The referral processes will be incorporated as an attachment and will do the following:

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

- D. Describe how AJCC partner will provide a direct link or access to other AJCC partner staff that provide meaningful information or service, through the use of co-location, cross information sharing, or real-time technology (two-way communication and interaction with AJCC partners that results in services needed by the customer).

VIII. Access for Individuals with Barriers to Employment

Each partner to this MOU is committed to ensuring individuals with barriers to employment are able to access the services needed to meet their employment and training needs. Within this commitment, the partners also recognize the need to offer priority of services to eligible veterans and their spouses, recipients of public assistance and other low-income individuals, or individuals who are basic skills deficient, when providing Individualized Career Services and Training Services with WIOA Adult funds, and as appropriate, based on federal, State and local policy.

Individuals with barriers to employment shall be defined as:

- A. An individual with any characteristic that substantially limits an individual's ability to obtain employment, including indicators of poor work history, lack of work experience, or access to employment in nontraditional occupations, long-term unemployment, lack of educational or occupational skills attainment, dislocation from high-wage and high-benefit employment, low levels of literacy or English proficiency, disability status, or welfare dependency, including members of all of the following groups:

Displaced homemakers; Low income individuals; Indians, Alaska Native, and Native Hawaiians as those terms are defined in Section 3221 of Title 29 of the United States Code; Individuals with disabilities, including youth who are individuals with disabilities; Older individuals; Ex-offenders; Homeless individuals or homeless children as defined in Section 14043e-2(6) of Title 42 of the United States Code, and homeless children and youths, as defined in Section 11434a(2) of Title 42 of the United States Code; Youth who are in or have aged out of the foster care system; Individuals who are English language learners, individuals who have low levels of literacy and individuals facing substantial cultural barriers; Eligible migrant and seasonal farm workers, as defined in Section 3322(i) of Title 29 of the United States Code; Individuals within two years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act (42 U.S.C. Sec. 601 et seq.) (TANF); Single parents (including single, pregnant women); Long-term unemployed individuals; Transgender and gender nonconforming individuals; and any other groups as the Governor determines to have barriers to employment.

IX. Shared Technology and System Security

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 these tools, each AJCC Partner agrees to the

following:

- A. Comply with the applicable provisions of the WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- B. Abide by the principles of common reporting and shared information through electronic mechanisms, including shared technology.
- C. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- D. 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.
- E. Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- F. Understand that system security provisions shall be agreed upon by all partners.

X. Confidentiality

The AJCC partner agrees to comply with the provisions of the WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- A. 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.
- B. 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.
- C. AJCC partners shall abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The AJCC 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.

- D. 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.

XI. Non-Discrimination and Equal Opportunity

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment, or AJCC applicant due to gender, race, color, ancestry, religion, political affiliation or belief, citizenship, national origin (including Limited English proficiency), physical disability, mental disability, medical condition(s), age, marital status, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity) , veteran status, or any other status protected by law. AJCC partner agencies and organizations shall comply with all labor laws and regulations regarding workforce management. Specifically, the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and the State Department of Social Services Manual of Policies and Procedures, Sections 23-604.38(d) and related applicable regulations.

Parties to this MOU assure compliance with the Americans with Disabilities Act of 1990 (ADA) and its amendments, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA. Parties to this MOU shall ensure that the evaluation and treatment of employees and persons receiving services by way of this Agreement are free from such discrimination and harassment. The state and local agencies shall comply with the provisions of Government Code Sections 11135-11139.5, and the regulations or standards adopted to implement such article. Access shall be permitted to representatives of the Department of Fair Employment and Housing upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to books, records, accounts, and all other sources of information and facilities as said Department or Agency shall require ascertaining compliance with this clause.

XII. Grievances and Complaints Procedure

The AJCC partner agrees to establish and maintain a procedure for grievance and complaints as outlined in the 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.

XIII. American's with Disabilities Act and Amendments Compliance

The AJCC partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of the WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of

the Education Amendments of 1972, 29CFR Part 37 and all other rules and regulations implementing the aforementioned laws.

XIV. Effective Dates and Term of MOU

This MOU shall be binding upon each party hereto upon execution by such party. The initial MOU term shall be three years, commencing on July 1, 2016, the date of execution by all parties. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred. This amended MOU term shall be three years, commencing on July 1, 2022, the date of execution by all parties.

XV. Modifications and Revisions

This MOU, referenced attachments, and amendments 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 modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

The parties to this MOU agree that the partner services listed in Attachment B may be updated as necessary without formal modification and signature of the parties hereto. Notification of an update to Attachment B shall be communicated in writing to all parties within 15 days.

XVI. Termination

The parties understand that implementation of the AJCC system is dependent on the good faith effort of partners 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 explored. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

XVII. Insurance

Each party agrees to maintain in full force and effect during the term of this MOU and any extension thereof, workers' compensation insurance and commercial general liability insurance, or self-insurance, with limits of not less than \$1,000,000 single limit coverage per occurrence for bodily injury, personal injury, and property damage. Upon request from either party, the other party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party.

XVIII. Administrative and Operations Management Sections

A. License for Use

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

B. 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.

Nothing within this MOU is intended to circumvent or supersede the benefits or rights established under collective bargaining agreements of the partners' employees working within the AJCC system.

B. Dispute Resolution

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.

C. Press Releases and Communications

To the extent possible, 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 and/or within buildings identified for AJCC usage. To the extent possible, branding of the AJCC may also include use of the logo on letterhead, envelopes, business cards, written correspondence, and fax transmittals related to the provision of WIOA services.

D. 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 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 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.

Basic Career Services		Partner/Program
WIOA Title I Program Eligibility	Y	WIOA TITLE I, ADULT, DW, YOUTH
Outreach, Intake, Orientation	Y	WIOA TITLE III EDD-WAGNER PEYSER
Initial Assessment	Y	WIOA TITLE II ADULT EDUCATION & LITERACY
Labor Exchange, Job Search Assistance	Y	WIOA TITLE IV - VOCATIONAL REHABILITATION
Referrals to One Stop Partners	Y	CAREER/TECHNICAL EDUCATION
Labor Market Information	Y	JOB CORPS
Performance and cost Information Training Providers on ETP-L	Y	MIGRANT SEASONAL FARMWORKERS
Support Service Information	Y	EDD - VETERANS
UI Information and Assistance	Y	YOUTHBUILD
Financial Aid Information	Y	EDD - TRADE ADJUSTMENT ASSISTANCE ACT
Individualized Career Services		COMMUNITY ACTION
Comprehensive Assessment	Y	EDD - UNEMPLOYMENT INSURANCE
Individual Employment Plan	Y	PROBATION SECOND CHANGE
Career Plan, Counseling	Y	TANF/CAL WORKS -HUMAN SERVICES AGENCY
Short Term Pre-Vocational Services	Y	CALFRESH EMPLOYMENT AND TRAINING
Internships, Work Experience	Y	HOUSING AUTHORITY
Out of Area Job Search	Y	DEPARTMENT OF CHILD SUPPORT SERVICES
Financial Literacy	Y	NATIVE AMERICAN PROGRAM
English Language Acquisition	Y	
Workforce Preparation	Y	
Follow Up Services	Y	

Training Services	Partner/Program
Occupational Skills Training	WIOA TITLE I, ADULT, DW, YOUTH
On the Job Training	WIOA TITLE III EDD-WAGNER PEYSER
Programs that combine workplace training with related instruction (including cooperative education programs)	WIOA TITLE II ADULT EDUCATION & LITERACY
Skill upgrade and retraining	WIOA TITLE IV - VOCATIONAL REHABILITATION
Entrepreneurial Training	CAREER/TECHNICAL EDUCATION
Apprenticeship and Pre-Apprenticeship skills training	JOB CORPS
Customized Training (as defined by WIOA)	MIGRANT SEASONAL FARMWORKERS
Incumbent Worker Training	EDD - VETERANS
Pay for performance Training	YOUTHBUILD
Job readiness training	EDD - TRADE ADJUSTMENT ASSISTANCE ACT
	COMMUNITY ACTION
	EDD - UNEMPLOYMENT INSURANCE
	PROBATION SECOND CHANGE
	TANF/CAL WORKS -HUMAN SERVICES AGENCY
	CALFRESH EMPLOYMENT AND TRAINING
	HOUSING AUTHORITY
	DEPARTMENT OF CHILD SUPPORT SERVICES
	NATIVE AMERICAN PROGRAM

**Workforce Innovation and Opportunity Act
Memorandum of Understanding Update
Infrastructure Funding Agreement and Other Shared System Costs Budget
San Joaquin County**

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Process and Development

Local Workforce Development Area (Local Area): San Joaquin County

Date Submitted: June 30, 2022 _____ (Due no later than 6/30/22.)

Attachment: Signed MOU Narrative

1. The period of time this agreement is effective:

The term of this update to the MOU shall be three years, commencing on July 1, 2022, the date of execution of by all parties. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

2. Identification of all America's Job Center of CaliforniaSM (AJCC) partners, Chief Elected Official (CEO), and Local Board participating in the infrastructure and other system costs funding agreements.

CEO:

San Joaquin County Board of Supervisors Chair Chuck Winn

Local Board:

San Joaquin County Workforce Development Board

AJCC Partners Participating in the Infrastructure Funding Agreement (IFA):

San Joaquin County Employment and Economic Development Department

California Human Development

San Joaquin Delta College

State of California Employment Development Department

Manteca Unified Adult School

AJCC Partners Participating in the Shared Other System Costs Agreement:

Employment and Economic Development Department (EEDD)

3. Steps the Local Board, CEO, and AJCC partners took to reach consensus and/or an assurance that the Local Area followed guidance for the state infrastructure funding mechanism.

Partners attended CWA sponsored MOU Phase II training October 25, 2016
Meeting with Partners for MOU Update April 4, 2019
Individual meetings and electronic communication with each partner for MOU Update in April and May 2019
WDB approval of MOU Update May 22, 2019
San Joaquin County Board of Supervisors approval of MOU Update June 11, 2019
Initial Meeting with Partners for MOU Update March 31, 2022
Individual meetings and electronic communication with each partner for MOU Update in April and May 2022
WDB approval of MOU Update May 25, 2022
San Joaquin County Board of Supervisors approval of MOU Update June 7, 2022

- A. Considering the structure of our Local Area, partners' budget development involved one Comprehensive and four Affiliate AJCCs. The participants involved in the Comprehensive and Affiliate Centers' infrastructure and other system costs include:
 1. San Joaquin County Board of Supervisors as the Chief Local Elected Official body for Workforce Innovation and Opportunity Act (WIOA)
 2. San Joaquin County Workforce Development Board (SJCWDB)
3. AJCC Partners participating in the Infrastructure Funding Agreement (IFA):
 - a) San Joaquin County Employment and Economic Development Department SJCWDB for WIOA
 - b) California Human Development

- c) San Joaquin Delta College
- d) State of California Employment Development Department
- e) Manteca Unified Adult School

4. AJCC Partners participating in the Shared System Costs Agreement:

- a. Employment and Economic Development Department (EEDD)
- B. Process for Resource Sharing Agreement Consensus

The required partner agencies met on March 31, 2022 and in subsequent individual partner meetings. During those meetings the partners discussed the requirements for participating in the Comprehensive AJCC infrastructure, and/or the overall system costs. The partners that are not co-located agreed to obtain required information from their agencies in order to describe the other system costs required by the MOU.

MOU Section VI identifies funding of services and operational costs. For purposes of calculating infrastructure costs, center square footage was used as the methodology for calculations of center costs. The partners informed their organizations of the costs that will be the basis for negotiating resource sharing, as well as the level required from each. This support may be in the form of cash, in-kind service or other means in future years.

The co-located partners reviewed the current costs for maintaining the Stockton WorkNet Comprehensive AJCC. The funding stream break out for the current co-located partners is:

- 56.9% EEDD - WIOA Title I Adult, Dislocated Worker, and Youth Programs
- 43.1% EDD - Wagner-Peyser; Veterans; and Trade Adjustment Assistance Act

The co-located partners reviewed the current costs for maintaining the CHD Lodi WorkNet Affiliate AJCC. The funding stream break out for the current co-located partners is:

- 17.5% EEDD - WIOA Title I Adult, Dislocated Worker, and Youth Programs

- 82.5% CHD – WIOA Section 167 – Migrant Seasonal Farmworkers

The co-located partners reviewed the current costs for maintaining the Delta WorkNet Affiliate AJCC. The funding stream break out for the current co-located partners is:

- 77.4% EEDD - WIOA Title I Adult, Dislocated Worker, and Youth Programs
- 22.6% San Joaquin Delta Community College – Career and Technical Education

The co-located partners reviewed the current costs for maintaining the Tracy WorkNet Affiliate AJCC. The funding stream break out for the current co-located partners is:

- 74.9% EEDD - WIOA Title I Adult, Dislocated Worker, and Youth Programs
- 25.1% EDD - Wagner-Peyser; Veterans; and Trade Adjustment Assistance Act

The co-located partners reviewed the current costs for maintaining the Manteca Adult School WorkNet Affiliate AJCC. The funding stream break out for the current co-located partners is:

- 10.6% EEDD - WIOA Title I Adult, Dislocated Worker, and Youth Programs
- 89.4% Manteca Adult School – WIOA Title II Adult Education and Literacy

4. A description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.

The AJCC partners agree to communicate openly and directly to resolve any problems or disputes related to negotiating cost allocations and the fair and equitable contribution to the costs of maintaining the AJCCs in the community. The partners agree to work in a cooperative manner and to resolve any disputes at the lowest level of intervention possible. If disputes cannot be resolved at the AJCC level, the issue will be brought to the attention of the SJCVDB Regional Advisor who will attempt to mediate. Issues will be brought to the appropriate principals of the mandated partners as a last resort.

5. A description of the periodic modification and review process that will be used to ensure all AJCC partners continue to contribute their fair and equitable share of infrastructure and other system costs, including the identification of who will fulfill this responsibility.

The SJCWDB staff will review the infrastructure costs annually. The basis for determining overall costs will be the space and operating costs assigned in the overall San Joaquin County EEDD budget. In addition, actual costs for contracts, equipment, and/or other items or services benefiting the workforce system will be included. A progress report will be made available to the required partners based on second quarter expenses recorded annually. The fiscal information available by the end of the third quarter of every fiscal year will be the basis for proposed modifications, and will be taken to the required partners for negotiation of each partner's fair and equitable share of costs. Modifications to the allocations will be implemented in the following fiscal year.

Assurance from all non-colocated partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination.

The signatories to this MOU Update agree to contribute their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination. The level of support must be reasonable, necessary, allowable, and allocable according to WIOA and the partner funding source. Costs will be negotiated based on the data provided by the State, regulations and directives issued by the partner funding source, and locally agreed upon methodology for cost allocation, and agreed upon definitions of benefit.

Sharing Infrastructure Costs

Budget, Cost Allocation Methodology, Initial Proportionate Share

MOU Content Requirements (WIOA Section 678.700):

A budget outlining the infrastructure costs for each AJCC in the Local Area with a detailed description of what specific costs are included in each line item.

When establishing the infrastructure cost budget, Local Boards have two options:

- Option 1: Develop a separate budget for each AJCC.
- Option 2: Develop a consolidated system-wide budget for its network of AJCCs.
- Option 3: A mixture of separate and consolidated budgets.

If the Local Board chooses to negotiate infrastructure costs based on their network of AJCCs, rather than center by center, then the budgets for all the AJCCs can be consolidated into one system budget. However, this consolidation may not distort the distribution of costs as they must be attributable to each partner equally and in accordance with the agreed upon cost allocation methodology. Consolidations might allow the “financing” of infrastructure cost between partners more easily. It is not required that each partner contribute to each comprehensive AJCC, as long as their consolidated share of contributions equals their responsibility to pay as determined by the agreed upon cost sharing methodology.

If using Option 3, multiple budgets will need to be included with clear identification of which AJCCs belong to which budget.

The Local Board and AJCC partners have chosen this option for developing the infrastructure cost budget:

- Option 1: A separate budget for each AJCC.
- Option 2: A consolidated system-wide budget for the network of AJCCs.
- Option 3: A mixture of separate and consolidated budgets for the Local Area’s AJCCs.

AJCCs and Co-located Partners

- Include all AJCCs Identified in the MOU
- Include if the AJCC is a comprehensive, affiliate, or specialized center.
- Co-located Partner definition: All AJCC partners who have a physical presence within the center, either full time or part time.

AJCC #1

Name/Address of the Comprehensive AJCC:

San Joaquin County WorkNet AJCC
Stockton Center
6221 West Lane, Suite 105
Stockton, CA 95210

Partners Co-located at This AJCC:

San Joaquin County Employment and Economic Development Department
State of California Employment Development Department

AJCC #2

Name/Address of the Affiliate AJCC:

CHD Lodi WorkNet AJCC
631 E. Oak Street
Lodi, CA 95240

Partners Co-located at This AJCC:

San Joaquin County Employment and Economic Development Department
California Human Development

AJCC #3

Name/Address of the Affiliate AJCC:

**Delta College WorkNet AJCC
DeRicco Student Services Building
5151 Pacific Ave.
Stockton, CA 95207**

Partners Co-located at This AJCC:

**San Joaquin County Employment and Economic Development Department
San Joaquin Delta Community College**

AJCC #4

Name/Address of the Affiliate AJCC:

**Tracy WorkNet AJCC
543 W. Grant Line Road
Tracy, CA 95376**

Partners Co-located at This AJCC:

**San Joaquin County Employment and Economic Development Department
State of California Employment Development Department**

AJCC #5

Name/Address of the Affiliate AJCC:

**Manteca Adult School WorkNet AJCC
2271 West Louise Ave
Manteca, CA 95337**

Partners Co-located at This AJCC:

**San Joaquin County Employment and Economic Development Department
Manteca Unified School District - Adult School**

Cost Allocation Methodology to Share Agreed Upon Infrastructure Costs

The Local Board and co-located partners agree to a cost allocation methodology to identify the proportionate share of infrastructure costs each partner will be expected to contribute. The cost allocation methodology adheres to the following:

- Is consistent with federal laws authorizing each partner's program.
- Complies with federal cost principles in the Uniform Guidance.
- Includes only costs that are allowable, reasonable, necessary, and allocable to each program partner.
- Is based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.

Infrastructure Cost Allocation Methodology

The agreed upon cost allocation methodology:

The proportion of a partner program's occupancy percentage of the AJCC (square footage).

(This might differentiate between dedicated space to partners and common space, where more than one cost center is established so the distribution reflects a fair and equitable distribution of cost.)

Initial Proportionate Share of Infrastructure Costs Allocated to Each Colocated Partner

The initial proportionate share of infrastructure costs allocated to each partner based on the agreed upon cost allocation methodology, each partner's estimated total contribution amount, and whether it will be provided through cash, non-cash (in-kind), and/or third-party in-kind contributions. This initial determination must be periodically reconciled against actual costs incurred and adjusted accordingly. (WIOA Joint Final Rule Section 678.720)

AJCC partners (or their respective state entity) may provide cash, non-cash, and third-party in-kind contributions to cover their proportionate share of infrastructure costs. If non-cash or in-kind contributions are used, they cannot include non-infrastructure

costs (such as personnel), and they must be valued consistent with Uniform Guidance Section 200.306 to ensure they are fairly evaluated and meet the partner's proportionate share.

If third-party in-kind contributions are made that support the AJCC(s) as a whole (such as space), that contribution will not count toward a specific partner's proportionate share of the IFA. Rather, the value of the contribution will be applied to the overall infrastructure budget prior to determining proportionate amounts and thereby reduce the contribution required for all partners.

Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole

Cost Categories	Total Cost	Contributor/s	Value	Balance to Allocate
Rent				-0-
Utilities/Maintenance				-0-
Equipment				-0-
Access Technology				-0-
Common Identifier				-0-
Total Infrastructure Balance to Be Allocated to Colocated Partners:				-0-

AJCC Infrastructure Budget San Joaquin County WorkNet Stockton AJCC		
Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Rental of Facilities	\$248,796	
	Rental Costs Subtotal:	\$248,796
Utilities and Maintenance		
Electric	-0-	
Water	-0-	
Sewer Connections	-0-	
High-Speed Internet	\$1,313	
Telephones (Landlines)	\$4,267	
Facility Maintenance Contract	\$38,630	
	Utilities and Maintenance Costs Subtotal:	\$44,210
Equipment		
Assessment-related products	-0-	
Assistive technology for individuals with disabilities (Access and Accommodation)	\$736	
Copiers	\$7,411	
Computers	\$15,681	
Other tangible equipment used to serve all center customers (not specific to an individual program partner)	\$20,866	
	Equipment Costs Subtotal:	\$44,694

Technology to Facilitate Access to the AJCC	
Technology used for the center's planning and outreach activities	Career Hub Client Outreach Texting \$1,943
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services	
Website Address: www.sicworknet.org (Does not include data systems or case management systems specific to individual program partners.)	-0-
ADA Signage	\$200
Technology to Facilitate Access Costs Subtotal:	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)	
Creating AJCC Signage	\$500
Updating Templates and Materials	\$1,000
Updating Electronic Resources	\$1,000
Common Identifier Subtotal:	
	\$2,500

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	Total Cost
Subtotal: Rental Costs	\$248,796
Subtotal: Utilities and Maintenance Costs	\$44,210
Subtotal: Equipment Costs	\$44,694
Subtotal: Technology to Facilitate Access Costs	\$2,143
Subtotal: Common Identifier Costs	\$2,500
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:	\$342,343

Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners					
Colocated Partner/s	Shared Infrastructure Costs	Application of Methodology	Allocated Initial Share	Amount: Cash	Amount: In-Kind
Partner 1: EEDD	\$194,661	Based on historical contributions	56.9%	\$194,661	\$-0-
Partner 2: EDD	\$147,682	Based on historical contributions	43.1%	\$147,682	\$-0-

**AUCC Infrastructure Budget
CHD Lodi WorkNet AJCC**

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Rental of Facilities	\$106,272	
	Rental Costs Subtotal:	\$106,272
Utilities and Maintenance		
Electric	\$10,800	
Water	\$4,176	
Sewer Connections	\$5,611	
High Speed Internet	\$1,608	
Telephones (Landlines)	\$16,836	
Facility Maintenance Contract	\$6,839	
	Utilities and Maintenance Costs Subtotal:	\$45,870
Equipment		
Assessment-related products	-0-	
Assistive technology for individuals with disabilities (Access and Accommodation)	\$420	
Copiers	\$19,511	
Computers	\$6,576	
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	\$22,493	
	Equipment Costs Subtotal:	\$49,000

Technology to Facilitate Access to the AJCC	
Technology used for the center's planning and outreach activities	-0-
Specify the Technology	
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services	
Website Address: www.sjcworl.net.org (Does not include data systems or case management systems specific to individual program partners.)	-0-
ADA Signage	-0-
Technology to Facilitate Access Costs Subtotal:	\$-0-
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)	
Creating AJCC Signage	-0-
Updating Templates and Materials	-0-
Updating Electronic Resources	-0-
Common Identifier Subtotal:	-0-

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	Total Cost
Subtotal: Rental Costs	\$106,272
Subtotal: Utilities and Maintenance Costs	\$45,870
Subtotal: Equipment Costs	\$49,000
Subtotal: Technology to Facilitate Access Costs	-0-
Subtotal: Common Identifier Costs	-0-
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:	\$201,142

Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners					
Colocated Partner/s	Shared Infrastructure Costs	Application of Methodology	Allocated Initial Share	Amount: Cash	Amount: In-Kind
Partner 1: EDD	\$35,156	Square Footage of Center = 17.5% of Center	17.5%	\$35,156	-0-
Partner 2: CHD	\$165,986	Square Footage of Center = 82.5% of Center	82.5%	\$165,986	-0-

AJCC Infrastructure Budget Delta College WorkNet AJCC		
Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Rental of Facilities		\$28,149
	Rental Costs Subtotal:	\$28,149
Utilities and Maintenance		
Electric		\$1,541
Water		\$59
Sewer Connections		\$496
High-Speed Internet		-0-
Telephones (Landlines)		\$9,670
Facility Maintenance Contract		\$679
	Utilities and Maintenance Costs Subtotal:	\$12,445
Equipment		
Assessment-related products		-0-
Assistive technology for individuals with disabilities (Access and Accommodation)		\$420
Copiers		\$7,924
Computers		\$4,376
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	(Servers and Software)	\$5,311
	Equipment Costs Subtotal:	\$18,031

Technology to Facilitate Access to the AJCC	
Technology used for the center's planning and outreach activities	-0-
Specify the Technology	
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services	
Website Address: <u>www.sjccworknet.org</u>	
(Does not include data systems or case management systems specific to individual program partners.)	-0-
ADA Signage	-0-
Technology to Facilitate Access Costs Subtotal:	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)	
Creating AJCC Signage	-0-
Updating Templates and Materials	-0-
Updating Electronic Resources	-0-
Common Identifier Subtotal:	

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS

Cost Category	Total Cost
Subtotal: Rental Costs	\$28,149
Subtotal: Utilities and Maintenance Costs	\$12,445
Subtotal: Equipment Costs	\$18,031
Subtotal: Technology to Facilitate Access Costs	-0-
Subtotal: Common Identifier Costs	-0-
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:	\$58,625

Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners

Colocated Partner/s	Shared Infrastructure Costs	Application of Methodology	Allocated Initial Share	Amount: Cash	Amount: In-Kind
Partner 1: EEDD	\$45,401	Based on historical contributions	77.4%	\$45,401	\$-0-
Partner 2: Delta College	\$13,224	Based on historical contributions	22.6%	\$13,224	\$-0-

**AJCC Infrastructure Budget
Tracy WorkNet AJCC**

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Rental of Facilities		\$43,005
	Rental Costs Subtotal:	\$43,005
Utilities and Maintenance		
Electric		\$5,137
Water		-0-
Sewer Connections		-0-
High-Speed Internet		\$1,058
Telephones (Landlines)		\$7,723
Facility Maintenance Contract		\$601
	Utilities and Maintenance Costs Subtotal:	\$14,519
Equipment		
Assessment-related products		-0-
Assistive technology for individuals with disabilities (Access and Accommodation)		\$420
Copiers		\$5,830
Computers		\$4,110
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	(Servers and Software)	\$6,070
	Equipment Costs Subtotal:	\$16,430

Technology to Facilitate Access to the AJCC	
Technology used for the center's planning and outreach activities	-0-
Specify the Technology	
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services	
Website Address: <u>www.sicworknet.org</u>	
(Does not include data systems or case management systems specific to individual program partners.)	-0-
ADA Signage	-0-
Technology to Facilitate Access Costs Subtotal:	-0-

Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)		
Creating AJCC Signage	-0-	
Updating Templates and Materials	-0-	
Updating Electronic Resources	-0-	
Common Identifier Subtotal:		-0-

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS		
Cost Category		Total Cost
Subtotal: Rental Costs		\$43,005
Subtotal: Utilities and Maintenance Costs		\$14,519
Subtotal: Equipment Costs		\$16,430
Subtotal: Technology to Facilitate Access Costs		-0-
Subtotal: Common Identifier Costs		-0-
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:		\$73,954

Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners					
Colocated Partner/s	Shared Infrastructure Costs	Application of Methodology	Allocated Initial Share	Amount: Cash	Amount: In-Kind
Partner 1: EDD	\$55,383	Based on staffing	74.9%	\$55,383	\$-0-
Partner 2: EDD	\$18,571	Based on staffing	25.1%	\$18,571	\$-0-

AJCC Infrastructure Budget		
Manteca Adult School WorkNet AJCC Center		
Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Rental of Facilities	\$59,922	
	Rental Costs Subtotal:	\$59,922
Utilities and Maintenance		
Electric	\$3,369	
Water	-0-	
Sewer Connections	-0-	
High-Speed Internet	-0-	
Telephones (Landlines)	\$3,140	
Facility Maintenance Contract	-0-	
	Utilities and Maintenance Costs Subtotal:	\$6,509
Equipment		
Assessment-related products	-0-	
Assistive technology for individuals with disabilities (Access and Accommodation)	\$420	
Copiers	\$2,133	
Computers	\$822	
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	\$2,689	
	Equipment Costs Subtotal:	\$6,064

Technology to Facilitate Access to the AJCC	
Technology used for the center's planning and outreach activities	-0-
Specify the Technology	
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services	
Website Address: <u>www.sicworknet.org</u> (Does not include data systems or case management systems specific to individual program partners.)	-0-
ADA Signage	-0-
	Technology to Facilitate Access Costs Subtotal: -0-
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)	
Creating AJCC Signage	\$ -0-
Updating Templates and Materials	-0-
Updating Electronic Resources	-0-
	Common Identifier Subtotal: -0-

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS

Cost Category	Total Cost
Subtotal: Rental Costs	\$59,922
Subtotal: Utilities and Maintenance Costs	\$6,509
Subtotal: Equipment Costs	\$6,064
Subtotal: Technology to Facilitate Access Costs	-0-
Subtotal: Common Identifier Costs	-0-
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:	\$72,495

Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners

Colocated Partner/s	Shared Infrastructure Costs	Application of Methodology	Allocated Initial Share	Amount: Cash	Amount: In-Kind
Partner 1: EEDD	\$7,653	The proportion of EEDD staff among all staff	10.6%	\$7,653	\$-0-
Partner 2: Manteca Adult School	\$64,842	The proportion of Manteca Adult School staff among all staff	89.4%	\$64,842	\$-0-

Sharing Other AJCC System Costs

MOU Content Requirement:

A budget outlining other system costs relating to the operation of the local AJCC delivery system and a description of what specific costs are included in each line item. The budget must include “applicable career services” as well as any other shared costs agreed upon by the AJCC partners and Local Board.

While only colocated partners share infrastructure costs, all AJCC partners must share in other system costs, including applicable career services.

The AJCC System Partners Included in the Sharing of Other AJCC Delivery System Costs

<input checked="" type="checkbox"/> Title I Adult, Dislocated Worker, and Youth	<input checked="" type="checkbox"/> Job Corps	<input checked="" type="checkbox"/> Community Services Block Grant
<input checked="" type="checkbox"/> Title II Adult Education and Literacy	<input checked="" type="checkbox"/> Native American Programs	<input checked="" type="checkbox"/> Housing and Urban Development
<input checked="" type="checkbox"/> Title III Wagner-Peyser	<input checked="" type="checkbox"/> Migrant Seasonal Farmworkers	<input checked="" type="checkbox"/> Unemployment Compensation
<input checked="" type="checkbox"/> Title IV Vocational Rehabilitation	<input checked="" type="checkbox"/> Veterans	<u>N/A</u> Second Chance
<input checked="" type="checkbox"/> Carl Perkins Career Technical Education	<input checked="" type="checkbox"/> YouthBuild	<input checked="" type="checkbox"/> Department Of Child Support Services
<input checked="" type="checkbox"/> TANF/CalWORKS	<input checked="" type="checkbox"/> CalFresh E&T	<u>N/A</u> Title V Older Americans Act
	<input checked="" type="checkbox"/> Trade Adjustment Assistance Act	

The agreed upon budget for other system costs must align with the outlined shared customers and services.

The other system costs budget must be a consolidated budget that includes a line item for applicable career services. The MOU requires identification of the applicable career services for each partner program. Accordingly, this budget must include each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner.

Applicable Career Services are services authorized to be provide under each partner's program.

Summary of Career Services Applicable to Each AJCC Delivery System Partner

Basic Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	Career Technical Ed
T-I Program Eligibility	✓	✓	✓			✓	
Outreach, Intake, Orient	✓	✓		✓	✓	✓	✓
Initial Assessment	✓	✓		✓	✓	✓	
Labor Exch/Job Search	✓	✓		✓	✓	✓	✓
Referrals to Partners	✓	✓		✓	✓	✓	✓
LVI	✓	✓		✓	✓	✓	✓
Performance/Cost Info	✓	✓		✓	✓	✓	
Support Service Info	✓	✓		✓	✓	✓	✓
UI Info/Assistance	✓	✓			✓		
Financial Aid Info	✓	✓			✓		

Basic Career Services	TANF	Job Corps	Native American	MSFW	EDD Veterans	YouthBuild	CalFresh E&T
T-I Program Eligibility				✓		✓	
Outreach, Intake, Orient	✓	✓	✓	✓	✓	✓	✓
Initial Assessment	✓	✓	✓	✓	✓	✓	✓
Labor Exchange/Job Search	✓			✓	✓	✓	
Referrals to Partners	✓	✓	✓	✓	✓	✓	✓
LMI	✓	✓		✓	✓	✓	
Performance/Cost Info				✓			
Support Service Info	✓	✓		✓	✓	✓	✓
UI Info/Assistance				✓	✓		
Financial Aid Info	✓					✓	
Basic Career Services	TAA	Community Services BG	Housing & Urban Dev	Unemployment Compensation	Second Chance	DCSS	T-V OAA
T-I Program Eligibility							
Outreach, Intake, Orient	✓			✓			
Initial Assessment	✓			✓	✓		
Labor Exchange/Job Search							
Referrals to Partners	✓	✓	✓		✓	✓	
LMI	✓						
Performance/Cost Info							
Support Service Info	✓	✓			✓		
UI Info/Assistance					✓		
Financial Aid Info							

Individual Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEI	T-III WP	T-IV VR	Career Technical Ed
Comp Assessment	✓	✓	✓	✓	✓	✓	
IEP	✓	✓	✓	✓	✓	✓	
Career Plan/Counsel	✓	✓	✓	✓	✓	✓	✓
Short-Term Prevoc.	✓	✓	✓	✓	✓	✓	
Internships/Work Experience	✓	✓	✓	✓	✓	✓	✓
Out-of-Area Job Search	✓	✓	✓	✓	✓	✓	
Financial Literacy	✓	✓	✓	✓	✓		
IET/ELA	✓	✓	✓	✓	✓		
Workforce Preparation	✓	✓	✓	✓	✓	✓	✓
Individual Career Services	TANF	Job Corps	Native American	MSFW	EDD	YouthBuild	CalFresh E&T
Comp Assessment	✓	✓		✓	✓	✓	
IEP	✓	✓	✓	✓	✓	✓	✓
Career Plan/Counsel	✓	✓		✓	✓	✓	✓
Short-Term Prevoc.		✓		✓			
Internships/Work Experience	✓			✓		✓	
Out-of-Area Job Search	✓	✓					
Financial Literacy						✓	✓
IET/ELA					✓		
Workforce Preparation	✓	✓			✓	✓	✓

Individual Career Services	TAA	Community Services BG	Housing & Urban Dev	Unemployment Compensation	Second Chance	DCSS	T-v OAA
Comp Assessment	✓						
IEP	✓		✓				
Career Plan/Counsel	✓		✓				
Short-Term Prevoc	✓						
Internships/Work Experience	✓						
Out-of-Area Job Search							
Financial Literacy		✓					
IET/ELA							
Workforce Preparation	✓	✓					

Required Consolidated Budget for the Delivery of Applicable Career Services

The other system costs budget must be a consolidated budget for applicable career services. This budget must include each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner.

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEI	T-III WP	T-IV VR	CTE
Basic Career Services:							
T-I Eligibility//Initial Assess Outreach, Intake, Orient Labor Exch/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$1,418,073	\$1,223,265	\$0	\$358,500	\$1,672,004	\$2,229,851	\$266,644
Applicable Career Services	TANF	Job Corps	Native American	MSFW	EDD-Veterans	YouthBuild	CalFresh E&T
Basic Career Services:							
T-I Eligibility//Initial Assess Outreach, Intake, Orient Labor Exch/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$7,387,189	\$13,498	**	\$121,476	\$339,957	\$2,015	\$1,068,878
Applicable Career Services	TAA	Community Services BG	Housing & Urban Dev	UC	Second Chance	DCSS	T-V OAA
Basic Career Services:							
T-I Eligibility//Initial Assess Outreach, Intake, Orient Labor Exch/Job Search Referrals/LMI/Support Service Info UI Info/Fin Aid Info	\$89,104	\$111,825	\$28,356	\$59,711	N/A	\$154,320	N/A

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	CTE
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep							
	\$918,605	\$763,573	\$2,491,913	\$818,086	\$295,060	\$8,919,404	\$271,643
Applicable Career Services	TANF	Job Corps	Native Am	MSFW	EDD-Veterans	YouthBuild	CalFresh E&T
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep							
	\$2,229,040	\$13,498	**	\$250,121	\$59,992	\$1,975	\$868,441
Applicable Career Services	TAA	Community Services BG	Housing & Urban Dev	UC	Second Chance	DCSS	T-V OAA
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep							
	\$15,724	\$37,275	\$2,150	\$0	N/A	\$0	N/A
Consolidated budget total of career services delivered through the AJCC system:							\$ 34,501,166

* Native American programs are not required to contribute to infrastructure funding but, as a required AJCC partner, they are encouraged to contribute. Any agreement regarding the contribution or non-contribution to infrastructure costs by Native American programs must still be recorded in the signed MOU (WIOA Section 121[h][2][D][iv]).

It is important to note, that if the Native American program partner chooses not to contribute to infrastructure costs and an AJCC identifies infrastructure costs that are allocable solely to the Native American program, those costs cannot be allocated to the remaining partners and therefore must either be removed from the center budget or paid for by an alternate source of funding.

Partner Agreement to Share Other AJCC System Costs

The other system costs budget may include any other shared services that are authorized for and commonly provided through the AJCC partner programs to any individual, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other AJCC partners, and business services. Shared operating costs may also include shared costs related to the Local Board's functions.

As with infrastructure costs, other system costs must be allocable according to the proportion of benefit received by each of the AJCC partner programs, consistent with the partner's authorizing federal statute and Uniform Guidance. The Phase II MOU must also include an agreed upon budget for these other costs along with the agreed upon cost sharing methodology. These costs may be shared through cash, non-cash, or third-party in-kind contributions. (WIOA Section 678.760)

All AJCC partners must agree to the other system costs budget. There is no state funding mechanism for other system costs that will be triggered due to lack of agreement at the local level for these costs.

Options for Local Agreement for Partners to Share Other System Costs

- **Initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, and referrals to other AJCC partners.** This may include costs such as technology and tools that increase integrated service delivery through the sharing of information and service delivery processes.
- **Business services.** This may include costs related to a local or regional system business services team that has one or more partners on the team or has delegated a specific partner to provide business services on behalf of the system.
- **AJCC partner staff cross training.** This may include any staff cross training on partner programs and eligibility identified in Phase I.
- **AJCC operator.** This may include the system role of the AJCC operator (e.g., coordinating service providers across the AJCC delivery system) when the role is not specific to the operation of the AJCC and/or specific partner programs, so long as the role was defined by the Local Board in the procurement process and agreed to by all AJCC partners in the MOU.
- **Shared personnel costs for AJCC colocated partners.** This may include center receptionists and/or center managers.

**Workforce Innovation and Opportunity Act
Memorandum of Understanding Update
San Joaquin County**

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

APPROVED FOR THE COUNTY:

APPROVED AS TO FORM:
J. MARK MYLES
County Counsel

C.W.

By CHARLES WINN, CHAIR
San Joaquin County
Board of Supervisors

ATTEST: RACHEL DEBORD,
Clerk of the Board of
Supervisors of the County of San Joaquin
State of California

By *Rachel Debord*
Deputy Clerk



**Workforce Innovation and Opportunity Act
Memorandum of Understanding Update
San Joaquin County**

(Co-located AJCC Partner Entity)

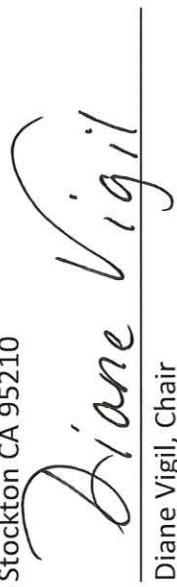
By signing below, all parties agree to the terms prescribed in the MOU including the Individual Funding Agreement.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For WIOA Title I

Adult, Dislocated Worker and Youth Programs

San Joaquin County Workforce Development Board
6221 West Lane, Suite 105
Stockton CA 95210


Diane Vigil

Diane Vigil, Chair

5/25/22
Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding Update
San Joaquin County**

(Co-located AJCC Partner Entity)

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IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For WIOA Title III

Wagner-Peyser; Veterans;
Trade Adjustment Assistance Act; and
Unemployment Insurance Program

Employment Development Department
629 12th Street
Sacramento, CA 95351


Chudy E. Nnebe, Deputy Division Chief


5/25/22

Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding Update
San Joaquin County**

(Co-located AJCC Partner Entity)

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For WIOA (Section 167)

Migrant/Seasonal Farmworker

California Human Development
3315 Airway Drive
Santa Rosa, CA 95403



Thomas Stuebner, Chief Executive Officer



6/2/2022

Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding
San Joaquin County**

(Co-located AJCC Partner Entity)

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For Carl Perkins

Career and Technical Education

San Joaquin Delta College
5151 Pacific Avenue
Stockton, CA 95207



Lisa Aguilera Lawrenson,
Superintendent/President

5/25/22

Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding
San Joaquin County**

(co-located AJCC Partner Entity)

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For WIOA Title II
Adult Education and Literacy

Manteca Adult School
2271 West Louise Avenue
Manteca, CA 95337

Dr. Clark Burke

Dr. Clark Burke, Superintendent

June 2, 2022
Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding Update
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this amendment serves as assurance that the required partner will contribute their proportionate share of infrastructure costs for the Comprehensive AJCC Career System once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the required partner based on the following:

- A. Data provided by the State for this purpose;
- B. Regulations and Directives regarding this requirement issued by the partner's funding source;
- C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
- D. Locally agreed upon definition of benefit; and
- E. Negotiated methods and timeframe for making the agreed upon contribution.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For WIOA Title II

Adult Education and Literacy

Stockton Unified School District
701 N. Madison Street
Stockton, CA 95202


John Ramirez, Jr., Superintendent


Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding Update
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

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For WIOA Title IV

Vocational Rehabilitation

Department of Rehabilitation, San Joaquin Valley District
2550 Mariposa Mall, Room 2000
Fresno, CA 93721


Shayn Anderson, Regional Director

5-25-2022

Date

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Memorandum of Understanding Update
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

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For
TANF/CalWORKS;
Community Action Partnership; and
CalFresh Employment and Training Program

San Joaquin County Human Services Agency
102 S. San Joaquin Street
Stockton, CA 95202

Chris Woods
5/25/22

Chris Woods, Director
Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding Update
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

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IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For

YouthBuild

San Joaquin County Office of Education
2922 Transworld Drive
Stockton, CA 95206



Troy A. Brown, Superintendent



5/25/2022

Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding Update
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

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For

Housing Authority

Housing Authority of the County of San Joaquin
2575 Grand Canal Boulevard
Stockton, CA 95207



Peter W. Ragsdale, Executive Director

6-1-2022

Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding Update
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

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For WIOA (Section 166) Native American

California Indian Manpower Consortium, Inc.
738 N. Market Blvd.
Sacramento, CA 95834


Lorenda T. Sanchez, Executive Director

6/8/2022
Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding Update
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

Funding costs not applicable to this partner.

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IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For Department of Child Support Services

San Joaquin County DCSS
409 E. Market Street
Stockton, CA 95202

Veronica Riley

Jun 2, 2022

Veronica Riley, Interim Director

Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding Update
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

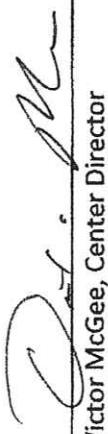
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IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For Job Corps

Sacramento Job Corps Center
3100 Meadowview Road
Sacramento, CA, 95832


Victor McGee, Center Director

6/7/22
Date

Workforce Innovation and Opportunity Act
Memorandum of Understanding Update
San Joaquin County

(Non-Colocated AJCC Partner Entity)

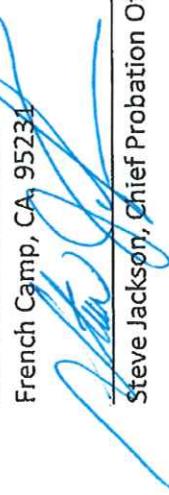
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IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For
Second Chance

San Joaquin County Probation Department
575 W. Mathews Road
French Camp, CA 95234


Steve Jackson, Chief Probation Officer


Date
5/1/22