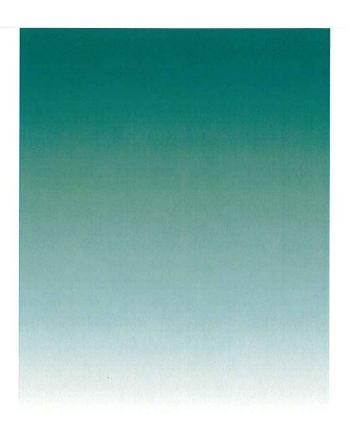
## AGENDA WORKFORCE DEVELOPMENT BOARD MAY 25, 2016





"Your Workforce Resource"



## AGENDA WORKFORCE DEVELOPMENT BOARD MAY 25, 2016

Dear Workforce Development Board Members:

Attached is your agenda for the May 25, 2016 meeting of the Workforce Development Board (WDB).

The meeting will be held:

DATE:

May 25, 2016

TIME:

7:30 - 9:00 a.m.

(Breakfast served at 7:00 a.m.)

PLACE:

WorkNet Building

56 S. Lincoln Street

Stockton, CA

If you have any questions, please call me at 468-3511.

Sincerely

JOHN M. SOLIS

**EXECUTIVE DIRECTOR** 

JMS:gg



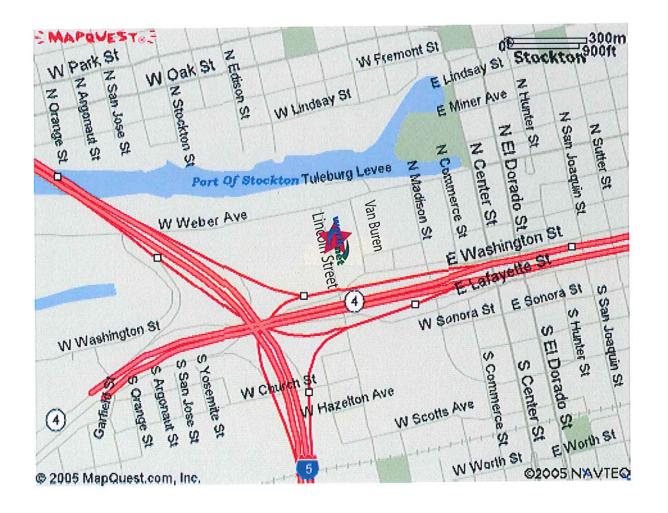
## **Directions to 56 South Lincoln Street**

## From Highway 99

From Highway 99, take Highway 4 toward Interstate 5 (The Crosstown Freeway). Take the El Dorado Street/Downtown Stockton exit. Go straight onto East Washington Street (one way ). Travel on Washington Street approximately 1/2 mile. Turn right on South Lincoln Street. WorkNet will be on your right hand side.

## From Interstate 5

From Interstate 5, take Highway 4 toward Highway 99 (The Crosstown Freeway). Take the Downtown Stockton exit. Go straight on East Lafayette Street (stay in left hand lane). Turn left on South El Dorado Street, turn left at the next light (East Washington Street). Travel on Washington Street approximately 1/2 mile. Turn right on South Lincoln Street. WorkNet will be on your right hand side.



## AGENDA WORKFORCE DEVELOPMENT BOARD

May 25, 2016 7:30 a.m. Stockton WorkNet Center 56 S. Lincoln Street Stockton, CA

#### **ROLL CALL**

## APPROVAL OF MINUTES

## STATEMENTS OF CONFLICT OF INTEREST

#### PUBLIC COMMENT

## **ACTION ITEMS**

- A-1 Recommendation to Modify California Human Development and San Joaquin County Office of Education Youth Program Contracts
- A-2 Recommendation to Approve the Workforce Innovation and Opportunity Act Memorandum of Understanding and Authorize the Chair of the Workforce Development Board to Sign

#### **COMMITTEE REPORTS**

Accountability Committee
Business Development Committee
Data Collection and Technology Committee
Executive Committee
Planning Committee
WorkNet System Committee
WorkNet Charter Committee
Youth Council

## **DIRECTOR'S REPORT**

#### \*\*\* PUBLIC COMMENT \*\*\*

Members of the public may address the Workforce Development Board on items appearing on the agenda. The public may also address items of interest to the Workforce Development Board which are within the subject jurisdiction of the Board. However, the Workforce Development Board, in compliance with Government Code Section 54954.3(a) shall not take any action on any item not appearing on the agenda. Such items may be referred to staff or recommended for inclusion on a future agenda.

Persons wishing to address the Board must complete the Public Comment Form which may be obtained from the Clerk. Speakers are asked to limit their total presentation to a maximum of five minutes.

## \*\*\* AMERICANS WITH DISABILITIES ACT \*\*\*

In accordance with the Americans with Disabilities Act, the San Joaquin County Workforce Development Board will make reasonable efforts to accommodate persons with qualified disabilities. If you require special accommodation, please contact Gloria Gamez at 468-3500 at least one day in advance of the meeting.

## <u>ADJOURNMENT</u>

The next WDB meeting is scheduled for Wednesday, August 24, 2016 (subject to approval) at the Stockton WorkNet Center.

## APPROVAL OF MINUTES

# MINUTES OF THE WORKFORCE INVESTMENT BOARD

February 24, 2016 WorkNet 56 S. Lincoln Street Stockton, CA

#### MEMBERS PRESENT

#### **Daniel Schroeder**

Gene Acevedo
Mary Kennedy-Bracken
Shelley Burcham
MaryAnn Cox
Kirk Dall
Les Fong
Terry Givens
Rick Goucher
Peter Halver
Kathleen Hart
Stephanie James
David Jimenez

Steve Lopez
Michael Miller
James Mousalimas
Sheri Oneto
Christopher Paige
Jessie Garza-Roderick
John Solis
Cynthia Summers
Lisa Vigil
Ernest Williams
Marcus Williams

#### MEMBERS ABSENT

Susan Drake Cornelio Gomez Sandra Johnson Dan Maloney Priscilla Mikaio Pat Patrick Maria Patterson Lorenda Sanchez Cynthia Thoming Sanders
Julian Sepulveda
Michelle Sanders
Tamra Spade
Nate Tucker
Sofia Valenzuela
Tony Washington
Ardria Weston

## **GUESTS/STAFF PRESENT**

Rick Aguilera, Employment & Economic Development Dept.
Gloria Gamez, Employment & Economic Development Dept.
Tina Rangel, Employment & Economic Development Dept.
Rachael Carbajal, Employment & Economic Development Dept.
Allet Williams, Employment & Economic Development Dept.
Tonnie Mallory, Employment & Economic Development Dept.
Sandra Reyes, Employment & Economic Development Dept.
Leticia Corona-Rocha, Employment & Economic Development Dept.
Steve Lantsberger, Employment & Economic Development Dept.
Peggy LaRossa, Employment & Economic Development Dept.

4

Ed Wanket, Employment & Economic Development Dept.

Mary Ruiz, Employment Development Dept.

Brenda Rogers, Division of Apprenticeship Standards, EDD

Nati Martinez, Employment Development Dept.

Lorraine Perry, Employment Development Dept.

Jennifer Kopecki, San Joaquin County Office of Education

Peter Ragsdale, Housing Authority of the County of San Joaquin

Paul Bishop

Oneal Bracken

Guests who failed to sign in may not be listed.

## **ROLL CALL**

The meeting was called to order by the Chair at 7:34 a.m. Roll call was taken and a quorum of the Board was present.

## APPROVAL OF MINUTES

## **MOTION**

Mr. Goucher moved and Ms. Oneto seconded to approve the minutes of the December 2, 2015 Workforce Investment Board meeting.

M/S/C unanimously

## STATEMENTS OF CONFLICT OF INTEREST

There were no statements of conflict of interest.

## PUBLIC COMMENTS

There were no public comments.

## **ACTION ITEM**

A-1 Approval of the Executive Committee's Recommendations on the Creation of a San Joaquin County Workforce Development Board, its Membership and Nomination Process, its By-Laws, the Chief Local Elected Official Agreement, and the Local Workforce Development Board Recertification Request

Mr. Solis and Mr. Aguilera summarized the information contained in the agenda item.

The board discussed the recommendations of the Executive Committee and Mr. Solis and Chairman Schroeder clarified the plan for recruitment of members of the new Workforce Development Board as vacancies occur. A process is being developed to recruit, solicit nominations and fill vacancies to meet the requirements of WIOA including maintaining a majority of priority sector business representatives, at least 20% representatives of workforce, of which at least 15% must be representatives of labor. Chairman Schroeder also noted that the Executive Committee discussed adding a section regarding attendance to the WDB Bylaws and suggested that any motion be amended to include such language.

## MOTION

Mr. Paige moved and Ms. Oneto seconded to approve, as amended, Action Item A-1 to:

- 1. Establish a Workforce Development Board (WDB) in accordance with the Workforce Innovation and Opportunity Act (WIOA), with membership and nomination process consistent with the Act and WDB Bylaws;
- 2. Authorize the transition of WIB members to WDB members as specified herein;
- 3. Approve the WDB Bylaws, with an amendment to revise section 3.90 to include subsection (a) Removal for cause and (b) Member missing 3 consecutive meetings shall be deemed to have resigned with rights to appeal to the Executive Committee;
- 4. Approve the agreement between the WDB and the Chief Local Elected Official (CLEO) and authorize the Chair of the WDB to sign and forward to the San Joaquin County Board of Supervisors (BOS) for execution;
- 5. Approve the Local Workforce Development Board Recertification Request and authorize the Chair of the WDB to sign and forward to the BOS for execution;
- 6. Authorize the Executive Director of the Employment and Economic Development Department (EEDD) to forward the Local Workforce Development Board Recertification Request to the State as required for Local Board Recertification.

M/S/C unanimously

## **COMMITTEE REPORTS**

None.

## **DIRECTOR'S REPORT**

Mr. Solis noted that staff are in the process of scheduling meetings for the development of the Memorandum of Understanding between the required partners. The next Workforce Development Board meeting will be May 25, 2016.

## **ADJOURNMENT**

## **MOTION**

Ms. Oneto moved and Mr. Halver seconded to adjourn the meeting at 8:20 a.m.

M/S/C unanimously

STATEMENTS OF CONFLICT OF INTEREST

## PUBLIC COMMENT

## <u>ITEM #1</u>

RECOMMENDATION TO MODIFY CALIFORNIA HUMAN DEVELOPMENT AND SAN JOAQUIN COUNTY OFFICE OF EDUCATION YOUTH PROGRAM CONTRACTS

May 25, 2016

ACTION ITEM: 1

TO:

Workforce Development Board

FROM:

Youth Council

SUBJECT:

RECOMMENDATION TO MODIFY CALIFORNIA HUMAN DEVELOPMENT

AND SAN JOAQUIN COUNTY OFFICE OF EDUCATION YOUTH

PROGRAM CONTRACTS

#### IT IS RECOMMENDED:

That the Workforce Development Board (WDB) approve the recommendation of the Youth Council to modify the current Workforce Innovation and Opportunity Act (WIOA) formula funded year round youth program contracts with California Human Development (CHD) and San Joaquin County Office of Education (COE) as follows:

- 1. Extend the contracts through June 30, 2017, and incorporate WIOA requirements.
- 2. Increase funding to the CHD Contract by an amount not to exceed \$220,000.
- 3. Increase funding to the COE Contract by an amount not to exceed \$880,000.

## REASONS FOR RECOMMENDATION

## Background:

On April 27, 2011 the Workforce Investment Board (WIB) approved the Youth Council's recommendation to award the CHD and the COE contracts in response to a Request for Proposals (RFP) to provide youth educational services to Workforce Investment Act (WIA) eligible 16-18 year old youth and a limited number of eligible older youth (19-21) for COE. The contracts were for the period July 1, 2011 through June 30, 2014.

The current contracts with CHD and COE were awarded through a competitive, RFP process. CHD and COE were the only agencies that submitted proposals in response to the RFP. The RFP process allows for extensions to the contract where funding is available and performance is satisfactory.

On June 24, 2014, through Board Order B-14-352, the Board of Supervisors (BOS) approved the recommendation of the WIB to extend Contract #s 2011-001 and 2011-002 for the period July 1, 2014, through June 30, 2015, to serve an additional 300 youth and provide an additional \$1,000,000 in youth formula funding.

On June 23, 2015, through Board Order B-15-414, the BOS approved the recommendation of the WIB to extend the CHD and COE Contracts #s 2011-001 and 2011-002 for the period July 1, 2015, through June 30, 2016, to serve an additional 300 youth and provide an additional \$1,000,000 in youth formula funding.

## Youth Council Meeting

On May 6, 2016, the Youth Council met to review the performance of CHD and COE and formulate a recommendation to be considered by the full WDB. Following the review, the Council voted unanimously to recommend that the WDB approve a modification to extend the contracts through June 30, 2017, as both contracts were in compliance with performance requirements and funding is available. The contract modification will serve an additional 300 youth and provide an additional \$1,100,000 in youth formula funding.

The following chart represents the current contract performance goals and five year total funding levels for the CHD and COE contracts:

	CHD	COE
TOTAL ENROLLMENTS	300	1,200
Skill Attainment Rate	89%	89%
Attain Degree or Certificate	67%	67%
Literacy/Numeracy Rate	58%	58%
Employed/Post-Secondary Education	70%	70%
WIA/WIOA Funding	\$1,000,000	\$4,000,000

Actual performance under the current contracts has been excellent. CHD and COE have met or exceeded all Contract Performance Measures as reflected below:

July 1, 2011 – March 31, 2016				
Performance Measure	Contract Goal	Actual	% of Goal	Numerator/ Denominator
CHD				
Skill Attainment Rate	89%	94.99%	106.73%	417/439
Attain Degree or Certificate	67%	80.00%	119.40%	84/105
Literacy/Numeracy	58%	81.94%	141.28%	59/72
Employed/Post-Secondary Ed	70%	78.44%	112.06%	131/167
Enrollments	300	347	115.67%	
(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)				
COE				
Skill Attainment Rate	89%	88.48%	99.42%	991/1,120
Attain Degree or Certificate	67%	82.81%	123.59%	289/349
Literacy/Numeracy	58%	54.55%	94.04%	144/264
Employed/Post-Secondary Ed	70%	70.69%	100.99%	369/522
Enrollments	1,200	1,123	93.58%	

<sup>\*</sup>Notes: The Contract Goals identified in the chart above are for the 2015-16 Program Year. The Contract Goals fluctuate every year due to changes to the State Standards.

Performance is considered met and/or exceeded if the actual performance is within a 20% standard deviation from the benchmark.

## Proposed Youth Program Contract Modification:

The current contracts, which were initially procured under WIA, are scheduled to expire on June 30, 2016. On July 22, 2014 the Workforce Innovation and Opportunity Act (WIOA) was signed into law and took effect July 1, 2015. Final regulations that were due in January 2016 have not been released and are now scheduled for publication in June or July 2016. Once the final regulations are published, a new RFP process will be initiated in the fall of 2016, in order to procure service providers for the WIOA comprehensive year round youth program beginning July 1, 2017.

The proposed contract modifications will align program services with the WIOA including program eligibility requirements and minimum expenditure requirements for youth formula funds (a minimum of 75% of youth formula funds must be spent on services to out-of-school youth). To facilitate compliance with the new WIOA expenditure requirements, CHD and COE may serve youth up to the age of 24 under the modified contracts.

The total of \$1,100,000 in additional youth formula funding to CHD and COE would be used to serve 300 youth through June 30, 2017. The additional funding maintains the current service and funding level distribution between the two contracts (20% CHD and 80% COE). The contract modifications will result in the following total contract performance goals and funding levels through June 30, 2017:

	CHD	COE
Total Enrollments	360	1,440
Skill Attainment Rate	89%	89%
Attain Degree or Certificate	67%	67%
Literacy/Numeracy Rate	58%	58%
Employed/Post-Secondary Education	70%	70%
WIA/WIOA Funding	\$1,220,000	\$4,880,000

## FISCAL IMPACT:

This action will extend the current comprehensive year round youth program contracts through June 30, 2017, and will obligate an additional \$220,000 to California Human Development and \$880,000 to San Joaquin County Office of Education.

Adequate youth formula funds are available to facilitate the proposed contract extensions.

## ACTION TO BE TAKEN FOLLOWING APPROVAL

1. Board of Supervisors action.

(June 2016)

2. Implement contract modifications.

(July 2016)

ACTION TAKEN: APPROVED:	DISAPPROVED:	_ OTHER:
BY:	DATE:	
MOTIONED BY:	SECONDED BY:_	
YES:		
NO:		

## <u>ITEM #2</u>

RECOMMENDATION TO APPROVE THE WORKFORCE INNOVATION AND OPPORTUNITY ACT MEMORANDUM OF UNDERSTANDING AND AUTHORIZE THE CHAIR OF THE WORKFORCE DEVELOPMENT BOARD TO SIGN

DATE:

May 25, 2016

ACTION ITEM: 2\_\_\_

TO:

Workforce Development Board

FROM:

John M. Solis, Executive Director

SUBJECT:

RECOMMENDATION TO APPROVE THE WORKFORCE INNOVATION AND OPPORTUNITY ACT MEMORANDUM OF UNDERSTANDING AND AUTHORIZE THE CHAIR OF THE WORKFORCE DEVELOPMENT

**BOARD TO SIGN** 

## IT IS RECOMMENDED:

That the Workforce Development Board (WDB) approve the attached Workforce Innovation and Opportunity Act (WIOA) Memorandum of Understanding (MOU) and authorize the Chair of the WDB to sign.

## REASONS FOR RECOMMENDATION

## Background:

On July 22, 2014, President Obama signed into law the WIOA, reauthorizing the One Stop Center Service Delivery System for Workforce Development. The WIOA replaces the Workforce Investment Act (WIA) and is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. The WIOA went into effect on July 1, 2015.

The WIOA strengthens the ability of our public workforce system to align investments in workforce, education, and economic development with regional, indemand jobs. It also focuses on the importance of providing customers with access to quality One Stop Centers that connect them with the full range of services available in their communities.

Accordingly, California's Unified Strategic Workforce Development Plan (State Plan) was developed with the following three policy objectives:

- Fostering demand-driven skills attainment;
- Enabling upward mobility for all Californians; and
- Aligning, coordinating, and integrating programs and services.

To achieve these objectives, California's One Stop Center System, recognized as America's Job Center of California (AJCC), must serve as an all-inclusive access point to education and training programs that provide demand-driven skill attainment. A

critical component of the successful implementation of the State Plan vision is a well-articulated MOU between the partners that comprise the local AJCC.

Local Boards, with the agreement of the Board of Supervisors (BOS) as the Chief Local Elected Official (CLEO), are responsible for entering into a MOU with each of the AJCC partners. The MOU serves to outline the operations of the local One Stop Center Delivery System. The Department of Labor (DOL) and the State envision that Local Boards act as convener for the development of the MOU and the entity shaping how One Stop Center Services are delivered locally.

## **MOU Development:**

On January 20, 2016, the Employment Development Department (EDD), Workforce Services Division (WSD), released Directive WSD15-12 - WIOA Memorandums of Understanding. The Directive provided Local Boards with guidance on the development of the MOU, the required partners to the MOU, the coordination of services offered by the partners, the time lines for completion of the MOU Phases (Phase I and II), and a sample MOU for use by the Local Boards.

In addition to the Directive, the State sponsored several MOU development training sessions for the WIOA Core Partners (WIOA Title I, Title II, Title III, and Title IV) and the local agencies that operate the Temporary Assistance for Needy Family (TANF)/CalWORKs programs. The training sessions were held in several locations throughout the State during the month of February 2016, to ensure Local Workforce Development Areas (LWDA) received consistent information and guidance in support of the Directive and the State's three policy objectives referenced above. WDB staff also attended the training sessions as they would help facilitate the development of the draft MOU with the input of the 17 required partners to the agreement.

The WDB staff began working on the draft MOU in March 2016, with input from the Core Partners that attended the State's training sessions. The initial draft of the document was based on the sample MOU provided by the State in the Directive and highlighted at the training sessions.

Beginning in early April and continuing through mid-May, a series of working sessions with the required partners were held to: review the State's Directive and guidance; define the services offered by the partners; review the overall coordination of services offered by each partner; develop a referral process between partners; and jointly develop a final MOU based on the sample provided by the State.

The final MOU development meeting was held on May 13, 2016. The parties to the agreement finalized the attached draft. Representatives from all 17 required partners participated in at least one of the working sessions. Of the 17 required partner programs identified in the MOU, 13 are represented by individuals currently serving on the local WDB. The final draft MOU is attached and recommended for WDB approval and signature by the WDB Chair. Once approved and signed, the MOU will be

forwarded to the San Joaquin County BOS for their consideration, approval, and signature.

To comply with the Directive, the completed MOU must be submitted to the State by June 30, 2016. The signed MOU represents completion of Phase I of the development process described in the Directive. Phase II of the State's development process is due December 31, 2017. Additional guidance from the State is expected for the Phase II development process.

(May 25, 2016)

ACTION TO BE TAKEN	FOLLOWING APPROVAL
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BY:		DATE:	
ACTI	ON TAKEN: APPROVED: DISAP	PROVED:	OTHER:
4.	Submit signed MOU to the State.		(June 30, 2016)
3.	Submit for BOS approval and signature.		(June 2016)
2.	Obtain signatures of MOU partners.		(May/June 2016)
1.	WDB Chair to sign MOU.		(May 25, 2016)

MOTIONED BY:\_\_\_\_\_ SECONDED BY:\_\_\_\_\_

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 San Joaquin County Workforce Development Board (WDB), the identified partners to this agreement, and Chief Local Elected Official (CLEO) enter into this MOU for the purpose of creating a quality "One-Stop" 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.

#### A. 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.

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:

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

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:

- Beginning and/or enhancing their career options;
- Building basic educational or occupational skills;
- · Earning a postsecondary certificate or degree;
- Obtaining guidance on how to make career choices; and
- · Seeking to identify and hire skilled workers.

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:

- Sector strategies aligning workforce and education programs with leading and emergent industry sectors' skills needs.
- 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.
- 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.
- 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.
- Supportive Services providing ancillary services like childcare, transportation, and counseling to overcome barriers and facilitate program completion and transition to employment.
- Creating Cross-System Data Capacity using diagnostic labor market data to assess
  where to target investment and facilitate the measurement of effectiveness over time.
- Integrated service delivery braiding resources and coordinating services at the local level to meet the needs of local business and individual job seekers.

#### B. Local/Regional Vision and Mission Statement

#### 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.

#### 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.

#### C. Parties to the MOU

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:

- WIOA Title I Adult, Dislocated Worker, and Youth (Employment and Economic Development Department)
- WIOA Title II Adult Education and Literacy (Stockton Unified School District)
- WIOA Title III Wagner-Peyser (Employment Development Department)
- WIOA Title IV Vocational Rehabilitation (Department of Rehabilitation)
- Temporary Assistance for Needy Families/CalWORKs (Human Services Agency)
- Carl Perkins Career Technical Education (Delta College)
- Title V Older Americans Act (HSA)
- Job Corps
- Native American Programs Section 166 (California Indian Manpower Consortium)
- Migrant Seasonal Farmworkers Section 167 (California Human Development)
- Veterans (EDD)
- Youth Build (County Office of Education)
- Trade Adjustment Assistance Act (EDD)
- Community Services Block Grant (HSA)
- Housing & Urban Development (Housing Authority of San Joaquin)
- Unemployment Compensation (EDD)
- Second Chance (Probation Department)

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.

#### D. One-Stop System, Services

The One-Stop 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.

- 1. 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:
  - Determination of eligibility to receive WIOA Career and/or Training services;
  - Outreach, intake and orientation to the information and other services available through the AJCC system;
  - Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities, skill gaps and supportive service needs;
  - Labor exchange services including job search and placement assistance, and where needed by an individual, career counseling including the provision of information on indemand industry sectors/occupations, the provision of information on nontraditional employment, and job vacancy listings in labor market areas;
  - Referral and coordination of activities with other programs and services including AJCC system partners and additional workforce development programs;
  - 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:
    - o Information on job skills necessary to obtain the vacant jobs listed; and
    - o Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs.
  - Provision of performance information and program cost information on eligible providers of training services by program and type of providers;
  - 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 one-stop delivery system;
  - 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;

- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- 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.
- 2. 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 AJCC's. Recent assessments conducted by partner programs may be utilized to determine if Individualized Career Services would be appropriate. These services include:
  - 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;
  - Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;
  - Group and/or individual counseling and mentoring;
  - Career planning (e.g. case management);
  - 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;
  - Internships and work experiences that are linked to careers;
  - 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;

- Financial literacy services;
- Out-of-Area job search assistance and relocation assistance;
- English language acquisition and integrated education and training programs; and
- 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.
- 3. 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, evaluation or assessment, and career planning, that the individual:
  - Is unlikely or unable to obtain or retain employment that leads to economic selfsufficiency or wages comparable to or higher than wages from previous employment through career services alone;
  - 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
  - Have the skills and qualifications to successfully participate in the selected program of Training Services.

## Training services may include:

- 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;
- On-the-Job Training (OJT);
- Programs that combine workplace training with related instruction, which may include cooperative education programs;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training; and

Apprenticeship and Pre-apprenticeship Skills Training.

#### E. 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:

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

#### F. Funding of Services and Operating Costs

The parties to this MOU agree 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 Directive WSD15-12. The cost sharing agreements shall be negotiated separately. Once finalized, the cost sharing agreements shall be incorporated into this MOU as attachments. Prior to the completion of Phase II, the partners to this MOU may continue to negotiate local funding agreements as appropriate.

#### G. 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:

- Ensure that intake and referral 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 are made electronically, through traditional correspondence, verbally or through other means determined in cooperation with partners and operators; and
- Describe how AJCC partners 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).

## H. 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:

• Displaced Homemakers; Low income individuals; Indians, Alaska Native, and Native Hawaiians; Individuals with disabilities, including youth who are individuals with disabilities; Older individuals; Ex-offenders; Homeless individuals or homeless children and youth; 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; Individuals within two years of exhausting lifetime eligibility for TANF; Single parents (including single, pregnant women); Long-term unemployed individuals; Such other groups at the Governor determines to have barriers to employment.

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, political affiliation, national origin, physical disability, mental disability, medical conditions, age, marital status, pregnancy, sexual orientation, 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), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

#### I. 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:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- Abide by 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.

## J. Confidentiality

The AJCC Partner agrees to comply with the provisions of 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:

- 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.

- The AJCC partner agrees to 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.
- 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.

## K. Non-Discrimination and Equal Opportunity

The AJCC partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The AJCC 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.

## L. Grievances and Complaints Procedure

The AJCC partner agrees to establish and maintain a procedure for grievance 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.

## M. 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 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.

#### N. Effective Dates and Term of MOU

This MOU shall be binding upon each party hereto upon execution by such party. The 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.

#### O. Modifications and Revisions

This MOU and referenced attachments 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.

#### P. <u>Termination</u>

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.

## Q. Administrative and Operations Management Sections

## 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.

#### 2. 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.

## 3. 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.

## 4. 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 attorneys 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 attorneys 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.

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

IN WITNESS WHEREOF,	ne parties have executed this ivido on the date in	uicateu.
For WIOA Title I	Adult, Dislocated Worker and Youth Programs	s
	San Joaquin County Workforce Development 56 S. Lincoln Street Stockton CA 95203	Board
	Daniel Schroeder, Chair	Date
	San Joaquin County Board of Supervisors 44 N. San Joaquin Street, Suite 627 Stockton, CA 95202	
	Moises Zapien, Chair	Date

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

IN WITHLOS WITEREOT	, the parties have exceuted this most on the day	
For WIOA Title II	Adult Education and Literacy	
	Stockton Unified School District 701 N. Madison Street Stockton, CA 95202	
	Julie Penn, Superintendent	Date

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

	ä	
For WIOA Title II	Career and Technical Education	
	San Joaquin Delta Community College 5151 Pacific Avenue Stockton, CA 95207	
	Kathleen A. Hart, Superintendent/President	 Date

For WIOA Title III	Wagner-Peyser;		
	Veterans; and		
	Trade Adjustment Assistance Act		
	Employment Development Department 629 12 <sup>th</sup> Street		
	Sacramento, CA 95351		
	Mary Ruiz, Division Chief	Date	

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

For WIOA Title III

**Unemployment Insurance Program** 

**Employment Development Department** 

Unemployment Insurance Northern Operations Division

8930 Big Horn Blvd. Elk Grove, CA 95758

Sylvia Garibay, Employment Development Administrator, UI Northern Operations Division Date

	,	
For WIOA Title IV	Vocational Rehabilitation	
	Vocational Rehabilitation, San Joaquin Valley 2550 Mariposa Mall, Room 2000 Fresno, CA 93721	District
	Araceli Holland District Administrator	 Date

-or	TANF/CalWORKs; Senior Community Service Employment; and Community Action Partnership		
	San Joaquin County Human Services Agency 102 S. San Joaquin Street Stockton, CA 95202		
	Michael R. Miller, Director	 Date	

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

For WIOA (Section 166)

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

Lorenda T. Sanchez, Executive Director

Date

For WIOA (Section 167)	Migrant/Seasonal Farm Worker	
	California Human Development 3315 Airway Drive Santa Rosa, CA 95403	
	Christopher Paige, Chief Executive Officer	Date

For	YouthBuild	
	San Joaquin County Office of Education 2901 Arch Airport Road Stockton, CA 95206	
	James A. Mousalimas, Superintendent	Date

	-	502.5.50
For	Housing Authority	
	Housing Authority of San Joaquin 448 S. Center Street Stockton, CA 95203	
	Peter W. Ragsdale, Executive Director	Date

For	Second Chance	
	San Joaquin County Probation Department 575 W. Mathews Road French Camp, CA 95231	
	Stephanie L. James, Chief Probation Officer	 Date

For	Job Corp	
	Job Corps Northern California Outreach & 1330 Broadway, Ste. 705 Oakland, CA 94612	Admissions
	Clearnise Bullard, Project Director	 Date

Attachment B Partner Services

Partner/Program  WIOA TITLE I, ADULT, DW, YOUTH  EDD-WAGNER PEYSER  WIOA TITLE II ADULT EDUCATION & LITERACY  WIOA TITLE IV - VOCATIONAL REHABILITATION  CAREER/TECHNICAL EDUCATION  SENIOR COMMUNITY SERVICE EMPLOYMENT	λ	, , , , , , , , , , , , , , , , , , ,	Programs that combine workplace training with related y instruction (including cooperative education programs)	λ	Apprenticeship and Pre-Apprenticeship skills training Y	(AOI	λ .		>
			Programs that combine workplace trai instruction (including cooperative edu		ıticeship	Customized Training (as defined by WIOA		Pay for performance Training	

### **COMMITTEE REPORTS**

Executive Committee
Data Collection and Technology
Business Development Committee
Accountability Committee
Planning Committee
WorkNet System Committee
WorkNet Charter Committee
Youth Council

### **DIRECTOR'S REPORT**