Workforce Innovation and Opportunity Act
SAMPLE Memorandum of Understanding

This Sample Memorandum of Understanding (MOU) is intended to be a technical assistance tool rather than a required template; it should be used in whatever way best fits the needs of the Local Workforce Development Board (Local Board).

The document contains a combination of suggested guidance and sample language. Please note, all sample language will be indicated by *italics*.

Preamble/Purpose of MOU

This section should include the preamble and overall purpose of the MOU.

The Workforce Innovation and Opportunity Act (WIOA) requires that a MOU be developed and executed between the Local Board and the America's Job Center of California℠ (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.

California's one-stop delivery system, the AJCC, is a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

- *Foster demand-driven skills attainment*
- *Enable upward mobility for all Californians*
- *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 the following:

- *Looking to find a job.*
- *Building basic educational or occupational skills.*
- *Earning a postsecondary certificate or degree.*
- *Obtaining guidance on how to make career choices.*
- *Seeking to identify and hire skilled workers.*

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Local/Regional Vision Statement, Mission Statement, and Goals

This section should include the vision, mission, principles, and goals of the AJCC delivery system from a local and regional viewpoint.

Parties to the MOU

This section should include all parties relevant to the MOU.

Local Boards may enter into separate MOU agreements with each partner or enter into an "Umbrella" MOU which includes all required and optional AJCC partners, both locally and regionally.

Required partners include local/regional representatives of the following programs:

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

One-Stop System, Services

This section should include a description of the local system, the customers served, and the services provided by each AJCC partner. This includes the three types of "career services" authorized under WIOA (basic career services, individualized career services and follow-up services) as well as training services and services provided to employers.

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This can be included as an attachment or communicated through a chart that describes how each service will be integrated into the operations of the AJCCs and which partner(s) will provide it.

Responsibility of AJCC Partners

This section should include a description of local and regional agreements to share responsibility for planning, implementing and operating the system.

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

Funding of Services and Operating Costs

This section should include information on current or future planning related to shared resources and joint funding.

Local Boards that have already negotiated cost sharing agreements should include them as an attachment. Local Boards that have not yet negotiated cost sharing agreements should include language in Phase I of the MOU that indicates each partner agrees to negotiate and implement a cost sharing plan by December 31, 2017.

All relevant parties to this MOU agree to share in the operating costs of the AJCC system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all AJCC partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

AJCC partners will ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in a separate Cost Sharing Agreement that will be attached to this MOU.

Methods for Referring Customers

This section should include a commitment to mutually implement processes for the referral of customers to services not provided on-site.

The referral process can be included as an attachment and should 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.
- Describe how each AJCC partner will provide a direct link or access to other AJCC partner staff that can provide meaningful information or service, through the use of co-location, cross training of AJCC staff, or real-time technology (two way communication and interaction with AJCC partners that results in services needed by the customer).

Access for Individuals with Barriers to Employment

This section should include information on how the AJCC system will ensure access for individuals with barriers to employment.

Recommended topics include the following:

- A definition of the term "individuals with barriers to employment."
- A commitment to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.
- An attached "system map" that identifies the location of every comprehensive and affiliate AJCC within the Local Area.

This section should also include a commitment from each AJCC partner to ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

Shared Technology and System Security

This section should include a commitment to share data and technology as well to ensure that all data and systems are secure.

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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.*
- *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.*

Confidentiality

This section should address compliance with the confidentiality requirements of all applicable laws, regulations, and rules.

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.*

Non-Discrimination and Equal Opportunity

This section should address compliance with all non-discrimination and equal opportunity provisions.

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.

Grievances and Complaints Procedure

This section should including a commitment to establish and maintain a procedure for handling grievances and complaints as outlined in WIOA.

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.

American's with Disabilities Act and Amendments Compliance

This section should include language on how each AJCC partner will ensure that the policies and procedures of the AJCC system and the services being provided are in compliance with the Americans with Disabilities Act of 1990 and its amendments.

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 Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

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Effective Dates and Term of MOU

This section should include the effective dates and term length of the MOU.

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

Modifications and Revisions

This section should include information regarding any modifications or revisions of the MOU.

This MOU constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be 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.

Termination

This section should include information regarding termination of the MOU.

The parties understand that implementation of the AJCC system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

Administrative and Operations Management Sections

The following is sample language for the Administrative and Operations Management sections of the MOU, should the Local Board wish to include them.

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.

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.

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.

Press Releases and Communications

All parties shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other parties, in all communications, each party shall make specific reference to all other parties.

The parties agree to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, any written correspondence and fax transmittals.

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.