

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MADERA COUNTY WORKFORCE INVESTMENT BOARD
AND
THE STATE OF CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT**

Title I of the Workforce Investment Act of 1998 (WIA) requires each local workforce investment area to establish a One-Stop system for the delivery of certain Federal workforce development services. One-Stop partners are to collaborate to create a seamless delivery system that will enhance access to services and improve employment outcomes for individuals receiving services. The system must include at least one comprehensive physical center that provides core services and access to the other activities carried out by the partners.

The WIA specifies that the required One-Stop partners include programs funded by the United States Departments of:

- **Labor**
Title I of WIA, Wagner-Peyser, Unemployment Insurance, Trade adjustment Assistance, NAFTA Transitional Adjustment Assistance, Welfare-to-Work, Senior Community Service Employment, and Veterans Workforce Investment programs and activities under 38 USC Chapter 41,
- **Education**
Vocational Rehabilitation, Adult Education, and Postsecondary Vocational education,
- **Health and Human Services**
Community Services Block Grant; and
- **Housing and Urban Development**
Employment and Training activities

The WIA also authorizes any other appropriate program to serve as a partner, including the Temporary Assistance to Needy Families, Food Stamp Employment and Training and Work programs. The partner is the entity responsible for the administration of the program in the local area, which in many cases may be a State agency.

Section 121(c)(1) of the Workforce Investment Act requires the local Workforce Investment Board (WIB) to enter into a Memorandum of Understanding (MOU) with local partners regarding the operation of the One Stop delivery system. MOU's must be executed between the local WIB and the One-Stop partners.

Integrated Delivery of Services (Informational Item)

Beginning July 1, 2008 Madera County Workforce Investment Board and the One Stop will be engaged in a learning lab environment, with 11 other local workforce investment areas in the

state, for at least one year wherein the Employment Development Department/Wagner-Peyser and the Madera County Office of Education/Workforce Development Office/Workforce Investment Act Operator will integrate delivery of services to all customers entering and utilizing the One Stop system. This will require registration into the Virtual One Stop Case Management System and enrollment of all customers into Wagner-Peyser and WIA concurrently. EDD staff and WIA staff will work together on teams to assure successful navigation and transition of the customers through a revised customer flow that will provide for more immediate skill enhancement/upgrade to provide for increased opportunities to the customers for employment, while at the same time providing a more skilled workforce to the employer community. One of the other primary purposes of this integration project is to accurately capture the numbers of customers and the services being provided by the One Stop.

Purpose of Memorandum of Understanding:

- I. To define and reinforce (or establish) the relationship between the Workforce Investment Board and the designated Partner Agency;
- II. To define the roles and responsibilities of these entities, in the performance of their combined goal of establishing a workforce development system through a One-Stop method of service delivery that is:
 - Integrated (offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills) and affording universal access to the system overall;
 - Comprehensive (offering a large array of useful information with wide and easy access to needed services);
 - Customer Focused (providing the means for customers to judge the quality of services and make informed choices); and
 - Performance based (or based on clear outcomes to be achieved; mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction); and
- III. To describe how costs of services and the operating cost of the system will be funded.

Statement of Issue:

As a mandatory partner in the Workforce Investment Act (WIA), the State of California Employment Development Department (EDD) enters into a Memorandum of Understanding (MOU) with Madera County Workforce Investment Board (LWIB) regarding the manner in which the EDD will participate in and provide access to its services through the One-Stop system of service delivery. Any questions about this MOU should be directed to the EDD Regional Administrator.

Terms and Conditions of MOU:

Parties to this agreement recognize this is a non-financial agreement but agree to adhere to sharing costs and resources related to the One-Stop Center. Allocation and payment of the operating costs of the One-Stop Center that are attributable to the EDD, if any, will be addressed in a separate financial participation contract between the EDD and the One-Stop Operator(s) designated by the LWIB. Such financial participation contract shall comply with all applicable statutes and regulations regarding such contracts. This MOU will be incorporated by reference in any such financial participation contracts between the EDD and the LWIB and a copy of any financial participation contracts shall become an attachment to this MOU.

The EDD agrees to participate in a joint planning process which results in the development of the local WIA Plan, submitted to the State in accordance with issued WIA guidelines. The EDD agrees to engage in planning, plan development, and modification activities, to result in:

1. Continuous partnership building between all parties to this agreement;
2. Continuous partnership building and planning responsive to State requirements;
3. Continuous partnership between State and local representatives engaged in Workforce Investment Act activities and related workforce preparation and development;
4. Response to specific local and economic conditions including employer needs;
5. Adherence to strategic planning principles adopted for WIA long range planning, including the requirement for continuous improvement;
6. Adherence to common data collection and reporting, including needs for modification or change;
7. Diligence in developing coordinated local leadership in workforce development through:
 - a) Responsiveness to customer needs;
 - b) Maintenance to system infrastructure
 - c) Shared technology and information;
 - d) Performance management to measure the success of the one-stop system overall and to enhance performance in a spirit of quality management and continuous improvement; and
8. The EDD's appropriate contribution to meeting the performance standards negotiated between the State and local Workforce Investment Boards and attached to this Memorandum of Understanding.

Effective Dates:

This MOU shall become effective on July 1, 2008 and terminate on June, 30, 2011 and will continue in effect until such time as it is revised, extended, or terminated as provided below.

This MOU is of no force or effect until signed by authorized representatives of the participating agencies, and until approved by the Chief Local Elected Official. Individual signatories to this agreement may or may not be represented on the LWIB itself, at local discretion. The MOU, once signed, becomes a part of the local WIA Plan.

Revisions and Modifications:

This MOU may be revised or modified with the approval of both the LWIB and the EDD. A request by one party to this MOU for revision or modification must be presented in writing to the other party. Any modification or revision to the MOU must be in writing and signed by the EDD Regional Administrator on behalf of the EDD, and the Chairperson of the LWIB or his/her designee on behalf of the LWIB.

Extension Policy:

This MOU may be extended by written agreement between the LWIB and the EDD, provided such agreement is signed by both entities prior to the termination date of this agreement, and contains the following:

1. A statement of intent to continue all provisions of the MOU;
2. Revised effective and termination dates; and
3. Dated signatures of the EDD Regional Administrator on behalf of the EDD and the Chairperson of the LWIB or his/her designee on behalf of the LWIB.

Termination Policy:

Either party to this MOU may elect to terminate its participation in this MOU without cause by delivering a thirty (30) day written notice of intent to terminate to the other party.

Non-Discrimination Clause:

A. 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, national origin, physical disability (including HIV and AIDS), mental disability, medical conditions, age (over 40), or marital status. Nor shall any partner or the Workforce Investment Board, including the One-Stop Operator, deny family and medical care leave or pregnancy disability leave to employees entitled to such leave. Partners and Madera Workforce Investment Board, including the One-Stop Operator, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Partners shall comply with the provisions of Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and related, applicable regulations promulgated thereunder (Title 2, California Code of Regulations Section 7285 et seq.). Code of Regulations Section 8103 et seq. are incorporated into this contract by reference and made a part of hereof as if set forth in full. Partners shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement. Parties to this MOU shall include non-discrimination and compliance provisions of this clause in all related subcontracts or financial agreements.

- B. The Madera County Workforce Investment Board, including the One-Stop Operator and the other partners to the One-Stop System, will ensure that policies and procedures established by the Workforce Investment Board, including the One-Stop Operator, and programs and services provided by and through the One-Stop Center(s) are in 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.
- C. Parties agree to universal access as a One-Stop provision. Policies adopted locally for ensuring access for all customers including those with special needs, those with literacy deficit; physical or learning disabilities, limited English speakers, in accordance with Dymally-Alatore Act, Unemployment Insurance claimants; Veterans, Migrant and Seasonal Farmworkers; and others with economic or geographical barriers to service or employment.

***One-Stop Partner** – The term “One-Stop partner” means an entity described in Sections 121(b)(1) and 121(b)(2) in the Workforce Investment Act that is participating, with the approval of the local board and in accordance with the agreement of the chief elected official, in the operation of a One-Stop delivery system.

Services Provided:

The WIA, implemented July 1, 2001, restructures workforce investment programs into an integrated system. The EDD operates five of the programs that must be delivered through the One-Stop system. They are:

1. Job Service
2. Local Veterans’ Employment Representatives
3. Disabled Veterans Outreach Program
4. Trade Adjustment Assistance and North American Free Trade Agreement Transitional Adjustment Assistance
5. Unemployment Insurance
6. Disabled

The WIA requires the provision of the following EDD programs: Disabled Veterans Outreach Program (DVOP), JS, Local Veterans Employment Representative (LVER), Trade Adjustment Act (TAA) and North American Free Trade Act Transitional Adjustment Assistance (NAFTA), and Unemployment Insurance (UI). All are required partners in the local One-Stop Career Center system.

Law, Federal: WPA 7(a) and (e), WIA Title III, and 20 CFR Parts 652-201, 652-202, and 652-203.

The EDD will ensure that services are provided by assigning staff to local One-Stop Center(s) and training One-Stop Operator and Partner staff in the delivery of information about the services available to eligible individuals.

The EDD agrees that it will provide the following services to individuals whom the EDD determines eligible for such services and for whom such services are necessary and appropriate, consistent with federal and state law and will target the following population(s).

1. Veterans

3. Unemployment Insurance Claimants

2. Migrant and Seasonal Farmworkers

4. Disabled

Core Services (Core A):

As a general rule, EDD will participate in the provision of core services, as defined in WIA Section 134(d)(2), 29 U.S.C. Section 2864(d)(2), to customers of the One-Stop Center, because such core services generally are authorized and provided under EDD's Wagner-Peyser Act program. Federal law authorizes EDD to provide Wagner-Peyser Act services to all persons who are determined to be eligible for such services, and EDD's funding accordingly can be used to pay for Wagner-Peyser Act related core services that are available to every customer of the One-Stop Center. These services are:

1. Outreach, intake (that may include Worker Profiling Readjustment Service Referrals, Veterans and Migrant Seasonal Farmworkers services) and orientation to the One-Stop Center;
2. Initial assessment of skill levels, aptitudes, abilities and need for supportive services;
3. Employment Statistics information including job vacancy listings, job skill requirements for job listings and information on demand occupations;
4. Performance information on eligible training providers;
5. Performance information on the local One-Stop System;
6. Information on supportive services and referral to supportive services;
7. Information regarding filing for Unemployment Compensation
8. General oversight of the Job Seeker Resource Room with equitable partner sharing of administrative time.
9. Talent referrals (informational, e.g. talent scouts, labor exchange, referrals of resumes without further screening); and
10. Job Search Workshops
11. CalJOBSSM – EDD staff will use our automated systems within the One-Stop Center Delivery system. While there is no mandate for partners to use these systems, in keeping with the intent of WIA to avoid duplication of services, partners will be encouraged to use these systems as well.

Core B:

Customers requiring additional staff assistance shall be enrolled in the local WIA program and provided:

1. Staff assisted job search and placement assistance, including career coaching;
2. Staff assisted job referrals (such as testing and background checks);
3. Staff assisted job development (working with both the employer and job seeker); and
4. Staff assisted workshops.

Intensive Services:

EDD agrees to provide intensive services, as defined in WIA Section 134(d)(3), 29 U.S.C. Section 2864(d)(3) and California Unemployment Insurance Code, Division 7, Section 14230 (4) to an eligible individual who is:

1. Determine by the One-Stop Operator to be eligible for such services under WIA Section 134(d)(3)(A), 29 U.S.C. Section 2864(d)(3)(A), because the individual is:
 - a. Unemployed and unable to obtain employment through core services;
 - b. In need of intensive services to obtain employment; or
 - c. Employed but in need of intensive services to obtain or retain employment that allows for self-sufficiency; and
2. Determined by EDD to be eligible for Wagner-Peyser Act services under applicable federal and state regulations.

Intensive services that EDD may provide to eligible individuals include but are not limited to:

1. Comprehensive and specialized assessment and interviewing;
2. Case Management; and
3. Follow-up services, including coaching for registrants (those previously receiving intensive/training services) after entering employment.

Training Services:

The EDD is not a provider of training services as defined by the Workforce Investment Act.

Employer Services:

EDD acknowledges that employers are a primary One-Stop customer and agrees to assign an EDD representative upon completion of the Business Resource Center to provide the following:

1. CalJOBSsm automated systems
2. Employer directory
3. Tax credit information or processing
4. Assessment of client skills, interest, aptitude and/or work values
5. Business assistance
6. Job readiness training
7. Job Fairs

Coordinated Marketing to the Community

To work together to develop and execute a comprehensive marketing of the Madera County Workforce Assistance Center, including coordination of job placement activities using all available partner* agencies resources in the community.

Economic Development

To work cooperatively as part of the Madera County Workforce Assistance Center in the area of Economic Development.

Job Identification with Employers

Sharing information about the employer community among Job Service and partner staff improves staff knowledge of the local labor market. This knowledge is key to successfully identifying employers for contact. Information that should be shared includes such data as changes in the business community, wages, hiring practices, skill requirements, and working environments. Arrangements for such information sharing are coordinated and developed locally.

Location of One-Stop Sites:

The Madera County Workforce Investment Board will establish a minimum of one physical location within the workforce investment area in which all One-Stop Partners will provide access to the services provided under WIA. The parties agree that such One-Stop Center shall be located at 209 E. 7th Street, Madera, Ca., 93638. The EDD agrees that it will provide access to the services described in this MOU at such location and any other satellite location deemed appropriate by the Regional Administrator. This location may be changed by the LWIB during the term of this MOU, upon reasonable advance notice but not to be less than thirty (30) days such change to the EDD Regional Administrator.

If the LWIB establishes additional One-Stop Centers within its local workforce investment area, the EDD Regional Administrator will determine the extent and manner in which it will participate in such additional centers. However, access to EDD services will be made available at all locations.

Methods of Referral:

The LWIB, its designated One-Stop Operator, and EDD agree to jointly develop and implement processes and forms for common intake and referral among the One-Stop Partners, and to modify such processes and forms necessary.

The EDD agrees to train and provide technical assistance to the staff each participating One-Stop Partner, on topics that include but are not limited to eligibility for and scope of allowable services.

The LWIB will require the other One-Stop Partners to provide training to EDD staff regarding the partner's programs and eligibility criteria.

The EDD agrees to refer its applicants and clients to other One-Stop Partners when such individuals may be eligible for the partner's services. The LWIB will require the other One-Stop Partners to refer applicants for and clients of their services to EDD, when such individuals may be eligible for EDD services.

Resource Sharing:

Resource sharing is the methodology through which One-Stop partner programs pay for, or fund, their equitable share of the costs.

The partners agree to share resources in the daily operations of the One-Stop system. It is expressly understood that this MOU does not constitute a financial commitment, but rather intend to commit specific resources in the future as the partner's allocations and budgets are known and the One-Stop system evolves. The One-Stop system is a work in progress, and its costs and the partners resource contributions, will not remain static from month-to-month or from year-to-year.

A Resource Sharing Matrix will be provided on an annual basis to partners for review and will be revised if necessary. The resources outlined in the matrix will only be resources that provide benefit to the One-stop system as a whole, but funded solely through each partners funding source.

Confidentiality:

The LWIB agrees that when any individual applies for or receives services from EDD through the One-Stop Center, all information regarding such application for or receipt of services shall be confidential information subject to the provisions of 34CFR Section 361.38 and Title 9 California Code of Regulations Section 7140 – 7143-.5 as amended.

The LWIB will require the One-Stop Operator(s) to develop and implement appropriate policies and procedures to assure that:

1. Any information contained in the records of the One-Stop Center or other One-Stop Partners, that identifies an individual as having applied for or received services including but not limited to application, eligibility and referral records, shall be maintained by the One-Stop Operator and One-Stop Partners in the strictest confidence, consistent with the regulations et forth above, and shall be used by the One-Stop Operator and One-Stop Partners solely for purposes directly related to determining eligibility or delivery of services to such individual ;
2. Any information regarding any individual who has applied for or received services, including the fact that the individual is an applicant or client of EDD, shall not be disclosed by the One-Stop Operator or any One-Stop Partner, absent a court order or a written authorization from the applicant or client, consistent with the regulations set forth above;
3. Requests by any One-Stop Partner or the One-Stop Operator for information in EDD files concerning an applicant or client for EDD services shall be accompanied by a written authorization from the applicant or client, consistent with the regulations set forth above; and

4. Any information provided by EDD to a One-Stop Partner or the One-Stop Operator shall be subject to the prohibition against redisclosure contained in Title 9, California Code of Regulations Section 7142.5.

The EDD agrees that it shall provide to the LWIB and to the One-Stop Operator information regarding applicants or clients who applied for or received services from EDD through the One-Stop Center as needed for reporting and tracking required by WIA. Such information shall be reported in a format that does not identify the individual client or applicant.

Administrative and Operational Management:

It is understood that EDD and its staff are subject to existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. The LWIB will assure to the extent possible that the One-Stop Operator will work with all partners in developing and implementing policies and procedures for the One-Stop Center, in order to avoid inconsistencies with their respective policies, procedures, regulations and collective bargaining agreements.

If worked related issues arise at One-Stop Centers, the issue will be referred to the State employee's civil service supervisor. State employees shall retain existing civil service and collective bargaining protections. Additionally, all One-Stop Centers must comply with applicable labor agreements and laws.

***One-Stop Partner** – The term "one-stop partner" means an entity described in Sections 121(b)(1) and 121(b)(2) in the Workforce Investment Act that is participating, with the approval of the local board and in accordance with the agreement of the chief elected official, in the operation of a one-stop delivery system.

Administrative Dispute Resolution:

The LWIB and EDD agree to communicate openly and directly resolve any problems or disputes related to provision of services in cooperation manner and at the lowest level of intervention possible.

In the event of a resolution impasse between the EDD and another One-Stop Partner or between EDD and the One-Stop Operator, an attempt to resolve the impasse shall first be made between the parties involved in the disagreement. If the impasses cannot be resolved through these efforts, each party agrees to separately submit a written explanation to Madera County Workforce Development office staff describing the nature of the dispute, steps taken to resolve differences, and recommended solution(s) of the impasse. Madera County Workforce Development office staff will confer with the EDD Regional Administrator and the highest ranking official of any other organization in dispute when attempting to resolve the impasse prior to submission to the Workforce Investment Board.


Indemnification:

The parties to this Memorandum of Understanding shall defend, indemnify and hold harmless each other, its officers, employees and agents, including the One-Stop Operator, from and against any and all liability, loss, expense, or claims arising out of performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the parties, its officers, agents or employees.

Signatures:

In WITNESS THEREOF, the parties to this Resource Sharing Agreement execute this agreement.

Dated: 4/17, 2008

BY: 
Bob Carlson, Chairman

Madera County Workforce Investment Board
(Name of WIB)

209 East 7th Street
(Address)

Madera, CA 93638
(City, State, Zip Code)

Dated: 7-23, 2008

BY: 
(Signature of Authorized Administrator)


State of California
Employment Development Department
(Name of Partner Agency)

PO Box 826880
(Address)

Sacramento, CA 94280-0001
(City, State, Zip Code)

I, Ronn Dominici, Chair, Madera County Board of Supervisors, hereby agree to the forgoing Memorandum of Understanding between the Madera County Workforce Investment Board and the Madera County Department of Social Services.

Dated: 8/12, 2008

By: 
Ronn Dominici, Chairman
Madera County Board of Supervisors