

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT AND
THE WORKFORCE INVESTMENT BOARD OF SAN FRANCISCO



Parties to the MOU

The Parties to this Memorandum of Understanding (“Parties”) are the Workforce Investment Board of San Francisco (WISF) and the California Employment Development Department (EDD). WISF is San Francisco’s Local Workforce Development Board. As authorized by Chapter 30 of the San Francisco Administrative Code, WISF is supported by the Department of Workforce Development (DEWD), which department assists WISF with the planning and coordination of all Workforce Development Services in the City.

Purpose of MOU

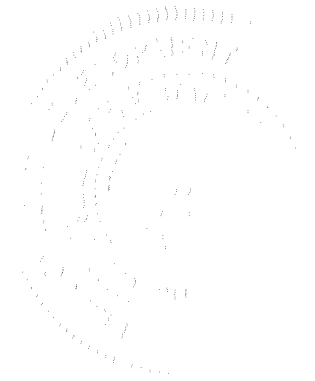
- A. Under the Workforce Innovation and Opportunity Act (WIOA), Local Workforce Development Boards are responsible for entering into a Memorandum of Understanding (MOU) with each of the America’s Job Center of California (AJCC) partners that outlines operations of the overarching one-stop delivery system. EDD is an AJCC partner.
- B. As set forth in the WIOA, the purpose of the MOU is to establish a cooperative working relationship between the WIOA Mandated partners 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.

Local/Regional Vision Statement, Mission Statement, and Goals

The One-Stop delivery system is designed to establish services for a variety of San Francisco jobseekers that include unskilled, semi-skilled and high skilled individuals. Further, services provided by the One-Stop delivery system must prioritize the target populations identified by the WISF as appropriate:

- TANF Recipients
- Welfare to Work Participants
- County Adult Assistance Program (CAAP) Participants
- SNAP/CalFresh Employment & Training (E&T) Participants
- Dislocated Workers
- Formerly Incarcerated Individuals
- Homeless Individuals
- Public Housing Residents
- People with Disabilities
- Individuals with limited English proficiency
- Veterans
- Out-of-school youth

- In-school youth not on track to graduate
- Youth in juvenile justice and foster care systems
- Pregnant and parenting teens
- Individuals who are economically disadvantaged (low-income)
- Individual with barriers to education and employment



Responsibilities of the Parties

EDD and WISF agree to:

1. EDD and Partner to achieve the policy objectives of the state plan, which include:
 - Fostering demand-driven skills attainment. Workforce and education programs need to align program content with the state's industry sector needs so as to provide California's employers and businesses with the skilled workforce it needs to compete in the global economy.
 - Enabling upward mobility for all Californians, including populations with barriers to employment. Workforce and education programs need to be accessible for all Californians and ensure that everyone has access to a marketable set of skills and able to access the level of education necessary to ensure economic self-sufficiency and security.
 - Aligning, Coordinating, and Integrating Programs and Services to economize limited resources while also providing the right services to clients, based on each client's particular needs, including achieving mandated TANF Work Participation Rate (WPR) hours and potentially unique needs so as to facilitate skills-attainment.
 - Serving Individuals with Barriers to Employment. This may include remedial education, English language literacy services, as well as programming will better position these individuals to participate in training and education to better meet employer's needs. (WIOA section 134 requires that priority of service be given to recipients of public assistance, other low-income individuals, and individuals that are basic skills deficient for any expenditure of WIOA Adult program funds spent on individualized career services and training.)
2. Ensure the target population's access to employment services, supportive services, training, and education programming that will help these individuals eventually get a good job, i.e. jobs as those that provide, "a wage sufficient to support a family adequately, and, over time, to save for emergency expenses and adequate retirement income, based on factors such as household size and the cost of living in the worker's community.
3. 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
4. Accomplish the following objectives by ensuring access to high-quality AJCCs that provide the full range of services for all customers seeking the following:



- Enrollment in public assistance
- Employment and Training Services
- Basic education and occupational skills
- Postsecondary degree or certificate
- Guidance with career choices
- Hiring skilled workers
- Other activities that allow the customer to meet his/her mandated work participant hours

One-Stop System, Services

Services by WIOA TITLE III STATE WORKFORCE SERVICES (Wagner-Peyser, Unemployment Insurance, Labor Market Information, Veterans and Trade Adjustment Assistance programs): CA Employment Development Department (EDD) for the One-Stop System

Description of Services:

- Core services that may include, but are not limited to Employment Services, Veterans Services, Labor Market Information, Employer Informational Services, and Trade Adjustment Assistance. A description of services within each of these categories of core services is provided below:
 - Employment Services:

Universal access to the registration process and, based on required identification, may receive one or more of the following services:

 - Access to basic labor exchange, CalJOBSSM and various printed and electronic materials for preparing resumes and improving interviewing skills;
 - Public access to computer stations; Labor Exchange (job seekers & employers) using the State CalJOBSSM system
 - Workshops (employment and job search preparation)
 - Staff assistance as follows:
 - Assistance and guidance in using CalJOBSSM.
 - Determination of employment related skills, abilities, and knowledge;
 - Assignment of specific occupational codes and titles;
 - Determination of employment barriers;
 - Matching of applicant profile with existing opportunities;
 - Referrals to employers where qualifications and requirements match;
 - Documentation of referrals and results through employer follow-up;
 - Referral to other partners when barriers indicate a need for intensive services;
 - Initiation of job development activities
 - Provision of Fidelity Bonding information
 - Youth Employment Opportunity Program (YEOP) access; Case management for eligible youth participants
 - Experience Unlimited program
 - Assistance to employers in recruiting, hiring, and retaining the best qualified persons for positions at all skill and education levels as follows:
 - Active outreach to employers to inform and educate on services and resources available through EDD.
 - Assistance in posting job orders into CalJOBSSM

- Availability of facilities for employers to conduct interviews and other recruiting activities when accommodation is feasible.
 - Provision of information on services and resources available through other units of EDD and governmental entities;
- Unemployment Insurance (UI) Services:
 - Program Eligibility

The EDD provides UI claim information online to customers on UI OnlineSM and by mailing the following documents that can be utilized when determining eligibility for the local Title I programs.
 - Notice of Unemployment Insurance Award (DE 429Z)
 - Notice of Unemployment Insurance Claim Filed (DE 1101CLMT)

If the customer is unable to provide sufficient information, the Data Consent Authorization Form (DCAF) is available for AJCC staff to complete and fax/mail to the EDD. The form is signed by the claimant authorizing the partner to have access to confidential UI claim information (such as, basic claim info and wages reported in previous quarters) for one year.

The EDD UI Program responds within three business days upon receipt.

- UI Claim Filing Assistance and Information

The WIOA outlines the 10th Basic Career Service as providing meaningful assistance in filing a UI claim in the one-stop delivery system. The UI program is committed to providing AJCC staff with training on resources available on the EDD website for filing a UI claim, accessing UI Online, viewing tutorials, and FAQs.

The AJCC staff should be guiding customers through the online methods for filing a UI claim available on the EDD website. If the individual is considered irate/disruptive or all other means to provide meaningful assistance have been exhausted, the AJCC staff can direct the customer to the PSP line.

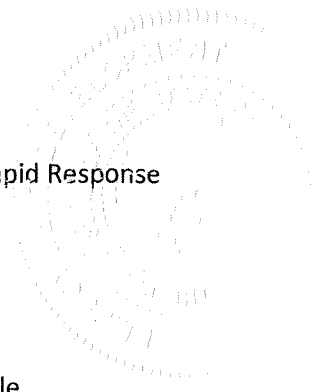
The UI program is committed to making the PSP line available in the offices to provide the real-time technology for providing meaningful access after all in-person attempts by cross-trained AJCC staff have been exhausted.

- California Training Benefits (CTB)

Participate in consistent and meaningful collaboration and communication pathways within the California Training Benefits (CTB) programs, including a streamlined and expedited response time to determination requests sent to UI for CTB eligibility received from the local areas.
- Trade Adjustment Assistance (TAA)/ Trade Readjustment Allowance (TRA) (UIB)

Contribute to consistent and meaningful collaboration and communication pathways within the Trade Adjustment Assistance (TAA) program, specific to the Trade Readjustment Allowance (TRA).

(WSB) Commit to writing Petitions, Case Management, Rapid Response Presentations, Lay Off aversion (e.g. workshare)



- Rapid Response
Participate in the planning of a rapid response event.
Participate as a member of the rapid response team.
Participate as a member of the Rapid Response Roundtable.

Provide information on EDD programs and services at orientation:

Work Share Program,
Partial Program,
TAA/TRA,
UI services and CTB.

NOTE: UI resources determined by event.

- Reemployment Services and Eligibility Assessment (RESEA), Personalized Job Search Assistance (PJSA), and Initial Assistance Workshop (IAW) Workshops
Committed to profiling and scheduling job seekers to IAW, PJSA, and RESEA workshops.

Committed to collaborating with the local areas to establish one reemployment workshop that includes all core components for IAW, PJSA, and RESEA while retaining individual tracking and reporting for each respective workshop.

Committed to collaborating on feedback loops for reporting UI eligibility issues that may arise during interaction with the customer during the reemployment workshops.

- Work Share
Committed to providing lay off aversion information to Employers.

○ Veteran's Services:

Veterans will receive priority of service as mandated by law. The following services may be offered, per the Jobs for Veterans State Grant:

- Registration for conducting employment services;
- Public access to computer stations; labor exchange using the State CalJOBS system.
- Veteran services navigator intake/assessment; initial employability assessment.
- Referral to intensive services and/or appropriate training opportunities, if eligible under program criteria.
 - Case management/counseling regarding employment and potential barriers to employment.
- Staff assistance may include:
 - Assessment of veterans' needs and making referrals to agencies and programs which may meet those needs;
 - Veterans still on active duty status may receive information and guidance to assist in their re-entry to civilian employment;
 - Job referrals and job development

- Staff will strive to meet all mandated veterans standards per updated Veteran Program Letters and EDD Directives.
- Labor Market Information:

Labor market information may be provided to jobseekers under the universal access principal adopted by the EDD. Services may be delivered through self-help or facilitated self-help. Self-help may include but not be limited to:

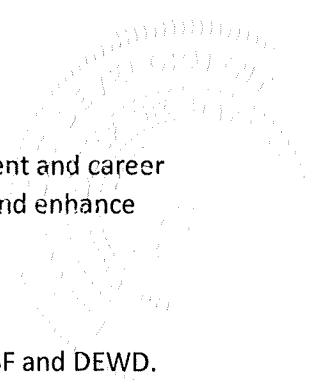
 - Labor Market Information for regional economies, local areas, and California
 - Self- service website: accessible to all customers with our LMI products & data
 - Occupational Guides/Profiles
 - Wage data
 - Skills info & skills transference
 - In-demand occupations
 - Education and licensing requirements
 - Crosswalk occupation and education program offerings
 - ETPL certified training organizations
 - Commute pattern data
 - Evaluating in-demand industries/occupations
 - Using LMI in your policy/decision making
 - How to use LMI
 - How to navigate through our LMI info website
 - LMI training for WIOA partners
 - Training through various mediums
- Employer Information Services may include the following:
 - Assistance with CalJOBSSM CalJOBS registration and navigation.
 - Assistance and information on how to post job orders into CalJOBSSM
 - CalJOBSSM assistance, training, and education.
 - Help-Desk employer assistance through assigned central site.
 - Assistance to employers by providing information on hiring incentives and programs such as Work Opportunity Tax Credit, which provides tax incentives for hiring certain classifications of workers.
 - Employer Advisory council (EAC coordination & activities) seminars and employer resource information.
 - Targeted Recruitment, job fairs, and hiring events.
 - Employer outreach.
 - Rapid Response presentations and lay-off aversion information.
- Trade Adjustment Assistance (TAA):

Approval of a petition for benefits by the U.S. Department of Labor for individuals displaced under the laws governing TAA may result in those eligible individuals receiving the following services:

 - TAA benefits equal to most recent weekly benefit amount of unemployment insurance;
 - Trade Readjustment Allowance (TRA) benefits while enrolled in approved training if enrollment meets timing criteria;
 - Financial assistance with transportation, living expenses, job search, travel expense, and/or relocation expenses may be available.



- Rapid Response presentations.
 - Training or re-training assistance and allowance.
 - Co-enrollment with Title I partners for individual assessment.
 - Writing of training contracts and doing invoicing.
 - Case management for eligible participants throughout training period.
 - Employment services
1. EDD and WISF will work together, as appropriate, to implement WIOA program strategies through a value-added partnership in which each partner contributes on the basis of its programmatic expertise. The WIOA strategies are as follows: subsidized employment, sector strategies, career pathways, organizing regionally, providing supportive services, “earn and learn” training models, including apprenticeships, integrating service delivery and braiding resources, and creating cross-system data capacity.
 2. EDD agrees to achieve program coordination and, to the extent possible, integration, of the following programs in the America’s Job Center System of California: Wagner-Peyser Act, Trade Adjustment Assistance Act, Jobs for Veterans State Grant (JVSG), Unemployment Insurance, Re-employment Services and Eligibility Assessment Activities (RESEA) and Labor Market Information as negotiated and articulated in local MOUs.
 3. EDD agrees to provide co-location of physical staff and/or cross-training of One Stop staff and/or virtual access to EDD to job seekers in coordination with WISF including:
 - Orientation to help claimants/job seekers access self-service basic career services offered by the AJCC through the resource room or virtually, with particular emphasis on accessing available labor market and career information.
 - Registration in the state CalJOBS system
 - Assessment of skill levels, abilities, and aptitudes
 - Referrals to appropriate services offered through the AJCC, such as self-assessments, career exploration, and online job and occupations resources.
 - Support in the development of the individual employment plan that must include: work search activities, workshops providing appropriate staff-assisted career services, job search strategies, and/or training.
 - Career guidance, job search workshops, and referral to jobs or training in accordance with the approved and adopted MOUs.
 - Conduct workshops as needed on specialized services
 4. EDD agrees to work together with partners to identify methods to share data and develop a common outcomes reporting system.
 5. EDD will administer the State’s labor exchange system and work with local and regional LWDAs to list job openings, provide a statewide network that links employers with qualified job seekers throughout California.

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6. EDD will assist in the planning and implementation of professional development and career advancement opportunities for staff to strengthen career guidance services and enhance employer services.
 7. EDD will be included and participate in local and regional planning, led by WISF and DEWD.
 8. EDD will provide labor market information and workforce data to support the policy objectives of the state plan and to support regional and local planning efforts.

Funding of Services and Operating Costs

WISF and EDD agree to share operating costs of the AJCC system, with all of the AJCC partners, 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. The method of cost sharing will be mutually determined and effectuated by 12/31/17.

Methods for Referring Customers:

The Parties agree to develop a reciprocal referral procedure that will do the following:

- Ensure that intake and referral process are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding EDD and 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 means to be determined, which may include co-location, cross training of EDD and AJCC staff, or real-time technology.
- If EDD services are not available at an AJCC job centers, the following procedures will be used to refer persons needing assistance:
 - Referral to appropriate person or unit who can provide information or service; and
 - Provision of printed materials containing the necessary contact information.
- EDD agrees to refer customers to other AJCC partners for services as appropriate.
- Ensure 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.

Shared Technology and System Security

The Parties agree to:

- Comply with the applicable system security 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.
- 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 and to the extent permitted by law
- Collaborate with all WIOA partners in the development of system security provisions of shared data systems.

Confidentiality

The Parties agree to comply with the client data confidentiality 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 client 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 service.
- 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 Parties agree 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 WIOA program as allowed under law and regulation.

Non-Discrimination and Equal Opportunity

The Parties shall not unlawfully discriminate against, harass or allow harassment against any employee, applicant for employment or AJCC customer on the basis of any federal, state or local protected categories.

Grievance and Complaints Procedure

The Parties agree to utilize DEWD's procedure for grievances and complaints for WIOA-funded programs and services provided at the AJCC, attached hereto as Exhibit A. Partners may have additional procedures for the programs they directly administer.

American's with Disabilities Act and Amendments Compliance

The Parties agree to operate in compliance with the Americans with Disabilities Act and its amendments. Additionally, the Parties agree to fully comply with the provisions of WICA, 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.

Execution, Effective Dates, and Term of MOU

This MOU is effective July 1, 2016 and terminates on June 30, 2019 and will continue in effect until such time as it is revised, extended, or terminated as provided below. This MOU will be reviewed on an annual basis with the first review to be performed prior to July 1, 2017.

This MOU is not in force or effect until signed by authorized representatives of the Parties, and until approved by the Director of DEWD on behalf of WISF.

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

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.

Dispute Resolution

All 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.

Hold Harmless/Indemnification/Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

Signatures

In WITNESS THEREOF, the parties to this Memorandum of Understanding execute this agreement.



Dated: 6-30-16

BY: Emilia Bartolomeu

Signature of Authorization Administrator
Emilia Bartolomeu, Deputy Division Chief
Employment Development Department
Workforce Service Branch

409 K St
(Address)

Eureka, CA 95501
(City, State, Zip)

Dated: 7-1-16

BY: Maria Rutherford

Signature of Authorization Administrator
Maria Rutherford, Northern Operation Division Chief
Employment Development Department
Unemployment Insurance Branch

800 Capitol Mall
(Address)

Sacramento, CA 95814
(City, State, Zip)

Dated: 7/28/16

BY: [Signature]

Director of DEWD on behalf of the Workforce
Investment Board of San Francisco

Workforce Investment Board of San Francisco

City Hall, Room 448

(Address)
San Francisco, CA 94102

(City, State, Zip)