

PHASE I MEMORANDUM OF UNDERSTANDING

- 1. City of Los Angeles, Department of Aging**
- 2. City of Los Angeles Housing + Community Investment Department**
- 3. California Department of Rehabilitation**
- 4. California Employment Development Department Workforce Services Branch**
- 5. Los Angeles County Department of Public Social Services**
- 6. Los Angeles Community College District**
- 7. Los Angeles Unified School District**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES WORKFORCE DEVELOPMENT BOARD
AND
LOS ANGELES WORKFORCE DEVELOPMENT SYSTEM
STRATEGIC PARTNERS**

Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) is developed and executed between the Local Workforce Development Board (Local Board) and the partners of the America's Job Centers of California (AJCC) to establish an agreement concerning the operations of the AJCC delivery system.

The City of Los Angeles (City) designates its America's Job Centers of California locally as WorkSource Centers (WSC). In addition, the City funds separate centers under the designation YouthSource Centers (YSC) that serve youth and young adults from the ages of 14 through 24 years old.

Pursuant to the California Employment Development Department (EDD) Directive WSD15-12, *WIOA Memorandums of Understanding*, the purpose of this MOU is to establish a cooperative working relationship among the parties identified herein, and to define their respective roles and responsibilities related to shared customers and shared services. This MOU also serves to establish the framework for providing shared services to employers, incumbent workers, job seekers and others needing workforce development services.

WorkSource Centers are the cornerstone of the Los Angeles Workforce Development System (WDS). The WDS strategic partners are jointly responsible for workforce and economic development, educational, and other human service programs. Therefore, the WDS is tasked with developing partnerships and providing programs and services to achieve three main goals established by the California Workforce Development Strategic Plan:

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

These goals will be accomplished by ensuring access to a full range of high-quality, workforce development services in the community for all customers who are seeking:

- Employment
- Basic educational or occupational skills
- A post-secondary certificate or degree
- Guidance making career choices
- Skilled workers

The Local Board and its strategic partners are committed to advancing the achievement of the *Los Angeles City Regional Strategic Workforce Plan* under WIOA for the benefit of businesses, employers and jobseekers of the City.

Vision

The City's WDS will provide improved performance, more coordinated access to services, and accountability of workforce development service delivery. The vision for the WDS is that all customers of the system will be served by staff, irrespective of program or funding source, through a customer-focused, skill-based, integrated service delivery strategy.

The City's WDS will provide integrated services to better serve both job seekers and employers. This system will rely on cross-trained employees (Wagner-Peyser, WIOA Title I, and other partners, as appropriate) to provide services based on individual customer needs.

Mission

To develop, deliver and promote best-in-class economic and workforce services to generate, sustain and grow individual, business and community prosperity in the City of Los Angeles.

Goals

The Local Board is responsible for policy guidance of the workforce development system administered through the EWDD. The Local Board's goals include:

- The creation of a sustainable balance between the employment needs of job seekers and the needs of employers for skilled workers;
- Supporting economic expansion;
- Developing the talent of the workforce; and
- Ensuring a self-sufficient, diverse workforce in the City.

The Annual Plan supports the goals of WIOA, the Mayor, State, and the Local Board in the design of programs, the establishment of policies, and the allocation of funds.

The following are goals shared by the parties to this MOU:

- Develop industry-driven career pathways that prepare people for in-demand occupations in high growth industry sectors based on annual review of economic intelligence and labor market information.
- Support system alignment, service integration, and continuous improvement using data to support evidence-based decision-making.
- Strengthen communication, coordination, and decision-making between regional partners to meet labor market needs.
- Enhance existing networks between education, business and industry representatives, labor and other regional workforce development partners to develop new and align existing programs and services with regional and industry needs.

- Support the development and continued collaboration between regional workforce and economic development networks in the Los Angeles region to address workforce education and training priorities.
- Develop regional leadership and operational partnerships among community college, industry, labor, and other workforce and economic development entities to strengthen coordination and to improve the delivery of services.
- Increase the number of youth and adults who obtain marketable and industry-recognized middle skill credentials, with a priority on unemployed, underemployed, low-skilled, low-income, recipients of public assistance, English Language Learners, veterans, individuals with disabilities, foster youth, reentry and other high-priority, at-risk populations.
- Increase the scope and breadth of opportunities for youth, especially low-income, at-risk, disconnected, and out-of-school youth, and those from low-income communities who graduate prepared for postsecondary vocational training, post-secondary education, and/or a career.

Values

The following are values shared by the parties to this MOU:

Accountability

We accept individual responsibility for the quality of service provided to customers and the overall success of the system. We strive to make our practices transparent and to make our reports accessible to foster a system of shared accountability.

Collaboration

We work constructively together to better align, integrate, and coordinate the delivery of services. We recognize the importance of meaningful cooperation and compromise in ensuring the vitality and success of the system as a whole.

Excellence

We are committed to excellence and continuous improvement in all aspects of our individual and collective work. We are dedicated to providing all customers with an exemplary level of service that meets their diverse and unique needs.

Innovation

We strive to develop and adopt new strategies and methods to add value for our customers and our communities. We incorporate new tools and technologies into our work to facilitate communication, data sharing, and to streamline the delivery of services.

Partnership

We acknowledge the synergy produced from working together as true partners to operate the City of Los Angeles WDS. We foster shared leadership and strive to build consensus to structure and oversee a system that reflects our shared goals.

Responsiveness

We aspire to operate a system that constantly seeks feedback from customers and stakeholders to stay ahead of economic and workforce development trends to deliver valuable and cutting-edge services.

Respect

We recognize and appreciate the diversity of our customers and their unique needs, particularly for individuals who face barriers to employment. We are committed to treating all individuals with courtesy, dignity, and respect.

The Parties

- WIOA Title I Adult, Dislocated Worker, Youth: City of Los Angeles Economic and Workforce Development Department and the County of Los Angeles Community and Senior Services
- WIOA Title II Adult Education and Literacy: Los Angeles Unified School District and Los Angeles Community College District
- WIOA Title III Wagner-Peyser: California Employment Development Department
- WIOA Title IV Vocational Rehabilitation: California Department of Rehabilitation
- Migrant Seasonal Farmworkers: California Employment Development Department
- Veterans (JVSG): California Employment Development Department
- Trade Adjustment Assistance Act: California Employment Development Department
- Unemployment Compensation (Insurance): California Employment Development Department
- Carl Perkins Career Technical Education: Los Angeles Community College District
- Los Angeles Job Corps: Department of Labor operated in Los Angeles City by YWCA Greater Los Angeles
- Native American Programs: Department of Labor operated in the City of Los Angeles by Southern California Indian Center, Inc.
- Youth Build: Department of Labor operated in the City of Los Angeles by Youth Policy Institute
- Second Chance: County of Los Angeles Probation Department
- Temporary Assistance to Needy Families: County of Los Angeles Department of Public Social Services
- Senior Community Services Employment Program (Title V Older Americans Act): City of Los Angeles Department of Aging
- Community Services Block Grant: City of Los Angeles Housing and Community Investment Department

- Community Development Block Grant (Housing and Urban Development): City of Los Angeles Housing and Community Investment Department and City of Los Angeles Economic and Workforce Development Department

Responsibility of the WDS Partners

The parties to this MOU agree to participate in joint planning, coordination and evaluation of WDS activities to serve shared customers and deliver shared services, as appropriate, in order to:

- Identify opportunities to participate in and enhance the operation of the WDS system
- Ensure accessibility of services
- Coordinate outreach, assistance and referrals for shared customers
- Identify and coordinate applicable service(s) available to shared customers through the one-stop delivery system
- Identify and coordinate allowable collection, reporting and sharing of performance data
- Share, review, and interpret common labor market information, economic intelligence, and occupational data
- Identify, lead and support capacity-building training and professional development activities to increase awareness of the unique requirements and needs of shared customers and priority populations.
- Ensure compliance with state and federal requirements

Workforce Development System Design

As the City's administrative and fiscal entity of federal, state and local workforce development grant funds, the EWDD manages the City's WDS and promotes public and private investments in workforce development activities. The EWDD receives these funds to administer the workforce programs operated by the WDS service providers. In addition to these public resources, the EWDD also receives funds from private entities and philanthropic organizations.

The EWDD manages a network of service providers comprised of 17 WorkSource Centers and 16 YouthSource Centers. These centers are located strategically throughout the City, where they provide diverse workforce development services for City residents and businesses. The WDS also includes a network of partners that are committed to improving the employment and educational outcomes for its customers. These partners include multiple City departments, State agencies, local educational institutions, chambers of commerce, economic development agencies, businesses, local veteran organizations, and labor organizations, among others.

In PY 2014-15, the City launched an improved Workforce Development System for Adults and Dislocated Workers by implementing the following five key innovations, all of which anticipated and are in alignment with recent WIOA legislation:

- Implement an Integrated Service Delivery Model that will enable WSC to enroll all eligible participants, thereby significantly increasing the number of participants served by the centers;
- Harness new technologies and web-based applications to better serve participants and expand access to services;

- Refocus the system on developing Career Pathways opportunities in high-demand employment sectors leading to living wage employment;
- Leverage strategic partnerships with education, employment training, and social service providers to provide more comprehensive services to program participants; and
- Increase service levels for vulnerable populations (e.g., Returning Veterans, Individuals with Disabilities, English Language Learners, Individuals Experiencing Homelessness, Mature/Older Workers, Re-entry Adults and Youth, and Non-Custodial Parents).

WSCs deliver high-quality integrated workforce services and implement sub-regional strategies in coordination with mandated partners and other key stakeholders.

Shared Services

The parties to this MOU will collaborate to provide physical and/or electronic access to shared customers and, for enrolled services, to Adults and Dislocated Workers and Youth, either by referral from a partner agency or by a customer's own initiative.

WSCs are a central point of entry to employment and training programs for any individual, without regard to eligibility; for information on job vacancies, career options, financial aid, employment trends, and labor market information; and for workforce development services and programs provided by strategic partners.

The City of Los Angeles' Integrated Service Delivery design allows for the parties to this MOU to deliver shared and complementary services in collaboration with regional partners (see chart below) and service delivery providers designed to reach more job seekers. Sector-focused strategies will increase access to career technical education and career pathway programs to better prepare jobseekers for in-demand occupations in high growth industries.

In addition to services identified in chart below, the City of Los Angeles, Department of Aging will provide other activities detailed in Exhibit A.

Memorandum of Understanding Workforce Development System
July 1, 2016 through December 31, 2017

	WIOA Title I Adult	WIOA Title I Dislocated Worker	WIOA Title I Youth	WIOA Title II Adult Education	WIOA Title III Wagner-Peyer Act	Title I of Rehabilitation Act	Carl D. Perkins Career and Technical Education	Title V Older Americans	L.A. Job Corps	Native American Programs
Assess Skills and Needs; Eligibility; Intake; Orientation	X	X	X	X	X	X	X	X	X	X
Assist with Tuition/Fees	X	X	X							
Develop Curriculum/Programs	X	X	X	X		X	X	X	X	X
Deliver Training	X	X	X	X		X	X		X	X
Engage Employers	X	X	X	X	X	X	X	X	X	X
Identify Industry-Recognized Credentials	X	X	X			X	X	X	X	X
Provide Counseling (Academic/Personal/Career)	X	X	X	X	X	X	X	X	X	X
Provide Case Management	X	X	X			X	X			X
Provide Informational Services	X	X	X	X	X	X	X	X	X	X
Provide Job Placement	X	X	X	X	X	X	X	X		
Provide Job Search Assistance	X	X	X	X	X	X	X	X	X	X
Provide Labor Market Information	X	X	X	X	X	X	X	X	X	X
Provide Support Services	X	X	X							
Provide Work-Based Learning Opportunities	X	X	X			X	X	X	X	X
Recruit and Make Referrals	X	X	X	X	X	X		X	X	X
Housing									X	

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	Migrant Seasonal Farmworkers	Veterans (JVSG)	Youth Build	Trade Adjustment Assistance Act	Community Services Block Grant	Housing and Urban Development	Unemployment Compensation	Second Chance	TANF
Assess Skills and Needs; Eligibility; Intake; Orientation	X	X	X	X	X	X		X	X
Assist with Tuition/Fees			X		X	X			
Develop Curriculum/Programs			X		X	X		X	X
Deliver Training			X		X			X	X
Engage Employers	X	X	X	X	X		X	X	X
Identify Industry-Recognized Credentials			X		X				
Provide Counseling (Academic/Personal/ Career)	X	X	X	X	X	X		X	X
Provide Case Management		X	X	X	X			X	X
Provide Informational Services	X	X	X	X	X	X	X	X	X
Provide Job Placement	X	X	X	X	X			X	
Provide Job Search Assistance	X	X		X	X	X		X	X
Provide Labor Market Information	X	X	X	X	X	X		X	X
Provide Support Services		X		X	X	X		X	X
Provide Work-Based Learning Opportunities			X		X			X	X
Recruit and Make Referrals	X	X	X	X	X	X		X	X
Housing									

Shared Business Services

In providing services to the entire City of Los Angeles, the parties to this MOU agree to collaborate to identify strategies and opportunities for regional and coordinated business engagement efforts that respond to industry and labor market needs.

Shared Customers

Shared customers include businesses and employers seeking assistance to find prepared and qualified candidates for current or future employment; and business and employers seeking to upskill existing employees (incumbent workers) for new positions, new equipment, new job requirements, and new industry standards, and to prevent or reduce layoffs or termination.

It also includes adult job seekers in search of pre-employment services, training for in-demand occupations, or those seeking a new career, including low-income individuals on public assistance, English Language Learners, basic skills deficient, unemployment insurance claimants, veterans and their eligible spouses, homeless, persons with disabilities, and formerly incarcerated individuals.

Dislocated Workers who need support and services to re-connect to employment or who need additional training and services for employment in new or emerging industry sectors, or a new career, are included.

Finally, youth, age 14-24 years, especially disconnected youth (those out of school and out of work), including foster youth and probation youth, are included.

Shared Costs

The parties to this MOU who are located in the City of Los Angeles WDS Centers agree to explore a fair and equitable cost sharing formula by March 1, 2017 to comply with the December 31, 2017 deadline for approval of an updated MOU. Cost Sharing Agreements for City-administered services will be negotiated through the EWDD. The parties will ensure that the shared costs, not excluding in-kind contributions, are supported by accurate data in accordance with local district and governing Local Board policies.

Referral of Shared Customers

The parties to this MOU may manage referrals through, but not limited to, the following methods:

- Training/co-training of designated staff
- Use of the City's JobsLA and the state's CalJobsSM system
- A portal listing the respective programs and contacts for each WDS partner

Access for Individuals with Barriers to Employment

The City's WDS is an access point to workforce development, education and training programs for individuals with barriers to employment. Accordingly, the parties to this MOU agree to ensure that all sites where workforce development services are delivered are accessible by transportation. Individuals with barriers to employment include: low-income, individuals on public assistance, English Language Learners, basic skills deficient, unemployment insurance claimants, Veterans and their eligible spouses, homeless, foster youth, probation youth, persons with disabilities, re-entry, and Prop 47 beneficiaries with reclassified sentences.

100% of WIOA Youth funding is dedicated to older, disconnected, out-of-school youth. WIOA Youth services are integrated with WIOA Adult services, allowing youth ages 18-24 to have access to a continuum of services and support from both the adult and youth programs, as appropriate and allowable.

Created in 2013, the City of Los Angeles Mayor's Office of Veteran's Affairs works collaboratively with government agencies and community-based organizations to advocate for and coordinate services for veterans in Los Angeles. The Mayor's Military Veteran Advisory Council (MVAC) advises Mayor Garcetti's administration on issues affecting the military community. The MVAC works to enhance the well-being of the Los Angeles veteran community by advising the Mayor and the City Council on emerging policies and programs. The MVAC is an initiative of the Mayor's Office of Veterans Affairs, created by the Mayor to address the needs of the veterans' community in Los Angeles, home to the highest concentration of veterans in the country. The office is working to coordinate resources with a variety of stakeholders to support veterans in Los Angeles and seek strategies to mitigate the potential for long-term unemployment, instability and homelessness.

The Mayor's Office of Reentry was created in 2015 to assist in the formulation of policies and programs that support formerly incarcerated individuals finding stability, resources, employment, housing and reunification with their families, thereby reversing the cycle of long-term unemployment, instability and displacement. This position will serve as a resource convener and a collaborator for a variety of stakeholders to address the short- and long-term needs of Los Angeles' formerly incarcerated population. The office serves a vital role in policy advocacy and program development to create, support and influence programs and policies aligned with the Mayor's priorities and "back to basics" outcomes.

The parties to this MOU agree to identify new and innovative access points to increase access for individuals with barriers to employment such as, but not limited to, libraries, community colleges, adult schools, literacy programs, parks, and community centers.

The parties also agree to identify, lead, and participate in training and cross-training designed to increase awareness and understanding of individuals with barriers to employment.

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, the parties to this MOU agree to the following:

- Compliance with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate requirements.

- Commitment to sharing information on shared customers and shared services to the extent allowable under relevant governing legislation and confidentiality requirements.
- Maintenance of records of WDS customers or partners (e.g., applications, eligibility and referral records, individual records related to services provided under this MOU in the strictest confidence and use of them solely for purposes directly related to such services).
- Development of technological enhancements that allow the appropriate interface of common information needs.
- Commitment to the provision of system security as agreed upon by all partners.

The City will maximize appropriate features of the JobsLA and the state's CalJobsSM system to implement data and demand-driven initiatives to improve employment outcomes for high-growth industries and priority populations. CalJOBS is a State system, and access will be increased from WDS centers and libraries to allow participants to gain access to information about the local labor market, in-demand occupations, and employment opportunities.

The parties to this MOU agree to adhere to Department of Labor requirements in the handling and protection of all protected Personally Identifiable Information (PII). Protected PII is information that, if disclosed, could result in harm to the individual whose name or identity is linked to that information. Examples of protected PII include, but are not limited to, social security numbers, credit card numbers, bank account numbers, home telephone numbers, age, birthdate, marital status, spouse's name, educational history, biometric identifiers (fingerprints, voiceprints, iris scans, etc.), medical history, financial information, and computer passwords.

All the parties to this MOU agree to designate staff to attend and receive training on shared technology and system security, and to sign an acknowledgment of responsibility in regards to DOL Funded data systems and protected PII. See also City of Los Angeles WDS Directive # 16-03.

Confidentiality

The parties to this MOU agree to the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, will be confidential and will not be open to examination for any purpose not directly connected with the delivery of such services.
- The WDS partner agrees to abide by the current confidentiality provisions of the respective statutes to which WDS operators and other WDS partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The WDS 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to WDS applicants, participants, or customers unless a specific release is voluntarily signed by the participant or customer.

- 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

The parties to this MOU will not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment or WDS applicant due to gender, race, color, ancestry, religion, national origin, English proficiency, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status.

The parties to this MOU will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibit discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

The parties to this MOU will commit to capacity building, professional development, and cross-training for staff to increase awareness, sensitivity, and understanding of individuals with barriers to employment and individuals with disabilities.

The parties to this MOU will abide by the existing policies of the Local Board on Non-discrimination and Equal Opportunity and on Reasonable Accommodation. These policies are published on the City's website.

The parties also agree to post the following in highly visible locations: Non-discrimination; Equal Opportunity Policies and Procedures; Equal Opportunity is the LAW Posting; and Grievance and Complaint Procedures posters in English and Spanish to any interested parties and members of the public.

The WDS partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

Grievances and Complaints Procedure

The parties to this MOU agree to abide by grievance procedures as outlined in WIOA and in the operational procedures of all partners under federal, state, county and local jurisdictions. See City of Los Angeles WDS Directive #16-10.

All WDS customers have the right to file a grievance or complaint with the WDS Operator or with EWDD. The grievance/complaint must be filed within one year of the alleged violation. Participants have the right to receive technical assistance to ensure that complaints are properly filed. Such technical assistance includes providing instructions on how to file a grievance/complaint.

Americans with Disabilities Act, Seismic and Amendments Compliance

The parties to this MOU agree to ensure that the policies and procedures as well as the programs and services provided at WDS centers are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with 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, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

The parties also agree that all WDS sites will comply with California ADA and seismic certification requirements.

Effective Dates and Term of the MOU

The term of this MOU will be from July 1, 2016 through December 31, 2017.

Modifications and Revisions

This MOU constitutes the entire agreement between the parties hereto and no oral understanding not incorporated herein will be binding on any of the parties. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties hereto by the issuance of a written amendment, signed and dated by the parties.

Termination

The parties to this MOU understand that implementation of the WDS 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 in which different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more of the parties to cease being a part of this MOU, said entity will notify the other parties to this MOU in writing 30 days in advance of that intention.

Administration and Operations Management

The parties to this MOU agree that the day-to-day supervision of any staff assigned to the WDS centers will be the responsibility of the site supervisor(s). The original employer of staff assigned to the WDS centers will continue to set the priorities of its staff. Any change of work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The parties to this MOU further agree that the office hours for any staff at WDS centers 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 host agency at the beginning of the fiscal year. Disciplinary actions may result in removal of co-located staff from the WDS centers, and each party will take appropriate action.

Dispute Resolution

The parties to this MOU 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 will be referred to the management staff of the respective staff employer for discussion and resolution. Should informal efforts at resolution fail, either party may file a formal grievance in accordance with the City's grievance procedures. All of the parties to this MOU agree to be bound by the final determination resulting from that proceeding.

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 WDS centers for the sole purpose of conducting acceptable WDS services as outlined herein.

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 WSC and YSC logos. This also includes letterhead, envelopes, business cards, any written correspondence, fax transmittals, and marketing tools as it relates to activities under this MOU.

Hold Harmless/Indemnification/Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party to this MOU 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 that 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 that 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 will survive the termination of this MOU.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU will remain in force.

Authority and Signature

The individuals signing below have the authority to commit the party he/she represents to the terms of this MOU.

Charles Woo
CHARLES WOO, Board Chair *Oct. 19, 2016*

Printed Name Signature Date

Development Board City of Los Angeles

Laura Trejo, General Manager *Laura Trejo* *9/13/16*

Printed Name, Title Signature Date

City of Los Angeles, Department of Aging

Exhibit A

Responsibilities of the WorkSource Center Partner

Partner: City of Los Angeles, Department of Aging

Primary Contact (Name, Title): LAURA TREJO, General Manager

Phone: 213-202-5645 Email: laura.trejo@lacity.org

Secondary Contact (Name, Title): MARIELLA FREIRE-REYES,

Phone: 213-482-7240 Email: mariella.freire-reyes@lacity.org

City of Los Angeles, Economic & Workforce Development Department Contacts

Robert Sainz, Assistant General Manager - 213-744-7396 robert.sainz@lacity.org

Jaime Pacheco-Orozco - 213-744-7124 jaime.pacheco-orozco@lacity.org

Gerardo Ruvalcaba - 213-744-7233 gerardo.ruvalcaba@lacity.org

The partner agrees to participate in:

1. Joint planning and regional plan development activities on behalf of the Los Angeles Workforce System.
2. A minimum of two (2) capacity building and staff development activities in order to ensure that all partners are adequately cross-trained.
3. Sharing of data and technology to the greatest extent allowable under their governing legislation and confidentiality requirements.
4. Providing a list of staff and locations where Title V services are being delivered.
5. Providing support for employment strategies in the carrying out the City's comprehensive homeless strategy.

Other activities: (If Applicable)

- 1.

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Goals

The Local Board is responsible for policy guidance of the workforce development system administered through the EWDD. The Local Board's goals include:

- The creation of a sustainable balance between the employment needs of job seekers and the needs of employers for skilled workers;
- Supporting economic expansion;
- Developing the talent of the workforce; and
- Ensuring a self-sufficient, diverse workforce in the City.

The Annual Plan supports the goals of WIOA, the Mayor, State, and the Local Board in the design of programs, the establishment of policies, and the allocation of funds.

The following are goals shared by the parties to this MOU:

- Develop industry-driven career pathways that prepare people for in-demand occupations in high growth industry sectors based on annual review of economic intelligence and labor market information.
- Support system alignment, service integration, and continuous improvement using data to support evidence-based decision-making.
- Strengthen communication, coordination, and decision-making between regional partners to meet labor market needs.
- Enhance existing networks between education, business and industry representatives, labor and other regional workforce development partners to develop new and align existing programs and services with regional and industry needs.

- Support the development and continued collaboration between regional workforce and economic development networks in the Los Angeles region to address workforce education and training priorities.
- Develop regional leadership and operational partnerships among community college, industry, labor, and other workforce and economic development entities to strengthen coordination and to improve the delivery of services.
- Increase the number of youth and adults who obtain marketable and industry-recognized middle skill credentials, with a priority on unemployed, underemployed, low-skilled, low-income, recipients of public assistance, English Language Learners, veterans, individuals with disabilities, foster youth, reentry and other high-priority, at-risk populations.
- Increase the scope and breadth of opportunities for youth, especially low-income, at-risk, disconnected, and out-of-school youth, and those from low-income communities who graduate prepared for postsecondary vocational training, post-secondary education, and/or a career.

Values

The following are values shared by the parties to this MOU:

Accountability

We accept individual responsibility for the quality of service provided to customers and the overall success of the system. We strive to make our practices transparent and to make our reports accessible to foster a system of shared accountability.

Collaboration

We work constructively together to better align, integrate, and coordinate the delivery of services. We recognize the importance of meaningful cooperation and compromise in ensuring the vitality and success of the system as a whole.

Excellence

We are committed to excellence and continuous improvement in all aspects of our individual and collective work. We are dedicated to providing all customers with an exemplary level of service that meets their diverse and unique needs.

Innovation

We strive to develop and adopt new strategies and methods to add value for our customers and our communities. We incorporate new tools and technologies into our work to facilitate communication, data sharing, and to streamline the delivery of services.

Partnership

We acknowledge the synergy produced from working together as true partners to operate the City of Los Angeles WDS. We foster shared leadership and strive to build consensus to structure and oversee a system that reflects our shared goals.

Responsiveness

We aspire to operate a system that constantly seeks feedback from customers and stakeholders to stay ahead of economic and workforce development trends to deliver valuable and cutting-edge services.

Respect

We recognize and appreciate the diversity of our customers and their unique needs, particularly for individuals who face barriers to employment. We are committed to treating all individuals with courtesy, dignity, and respect.

The Parties

- WIOA Title I Adult, Dislocated Worker, Youth: City of Los Angeles Economic and Workforce Development Department and the County of Los Angeles Community and Senior Services
- WIOA Title II Adult Education and Literacy: Los Angeles Unified School District and Los Angeles Community College District
- WIOA Title III Wagner-Peyser: California Employment Development Department
- WIOA Title IV Vocational Rehabilitation: California Department of Rehabilitation
- Migrant Seasonal Farmworkers: California Employment Development Department
- Veterans (JVSG): California Employment Development Department
- Trade Adjustment Assistance Act: California Employment Development Department
- Unemployment Compensation (Insurance): California Employment Development Department
- Carl Perkins Career Technical Education: Los Angeles Community College District
- Los Angeles Job Corps: Department of Labor operated in Los Angeles City by YWCA Greater Los Angeles
- Native American Programs: Department of Labor operated in the City of Los Angeles by Southern California Indian Center, Inc.
- Youth Build: Department of Labor operated in the City of Los Angeles by Youth Policy Institute
- Second Chance: County of Los Angeles Probation Department
- Temporary Assistance to Needy Families: County of Los Angeles Department of Public Social Services
- Senior Community Services Employment Program (Title V Older Americans Act): City of Los Angeles Department of Aging
- Community Services Block Grant: City of Los Angeles Housing and Community Investment Department

- Community Development Block Grant (Housing and Urban Development): City of Los Angeles Housing and Community Investment Department and City of Los Angeles Economic and Workforce Development Department

Responsibility of the WDS Partners

The parties to this MOU agree to participate in joint planning, coordination and evaluation of WDS activities to serve shared customers and deliver shared services, as appropriate, in order to:

- Identify opportunities to participate in and enhance the operation of the WDS system
- Ensure accessibility of services
- Coordinate outreach, assistance and referrals for shared customers
- Identify and coordinate applicable service(s) available to shared customers through the one-stop delivery system
- Identify and coordinate allowable collection, reporting and sharing of performance data
- Share, review, and interpret common labor market information, economic intelligence, and occupational data
- Identify, lead and support capacity-building training and professional development activities to increase awareness of the unique requirements and needs of shared customers and priority populations.
- Ensure compliance with state and federal requirements

Workforce Development System Design

As the City's administrative and fiscal entity of federal, state and local workforce development grant funds, the EWDD manages the City's WDS and promotes public and private investments in workforce development activities. The EWDD receives these funds to administer the workforce programs operated by the WDS service providers. In addition to these public resources, the EWDD also receives funds from private entities and philanthropic organizations.

The EWDD manages a network of service providers comprised of 17 WorkSource Centers and 16 YouthSource Centers. These centers are located strategically throughout the City, where they provide diverse workforce development services for City residents and businesses. The WDS also includes a network of partners that are committed to improving the employment and educational outcomes for its customers. These partners include multiple City departments, State agencies, local educational institutions, chambers of commerce, economic development agencies, businesses, local veteran organizations, and labor organizations, among others.

In PY 2014-15, the City launched an improved Workforce Development System for Adults and Dislocated Workers by implementing the following five key innovations, all of which anticipated and are in alignment with recent WIOA legislation:

- Implement an Integrated Service Delivery Model that will enable WSC to enroll all eligible participants, thereby significantly increasing the number of participants served by the centers;
- Harness new technologies and web-based applications to better serve participants and expand access to services;

- Refocus the system on developing Career Pathways opportunities in high-demand employment sectors leading to living wage employment;
- Leverage strategic partnerships with education, employment training, and social service providers to provide more comprehensive services to program participants; and
- Increase service levels for vulnerable populations (e.g., Returning Veterans, Individuals with Disabilities, English Language Learners, Individuals Experiencing Homelessness, Mature/Older Workers, Re-entry Adults and Youth, and Non-Custodial Parents).

WSCs deliver high-quality integrated workforce services and implement sub-regional strategies in coordination with mandated partners and other key stakeholders.

Shared Services

The parties to this MOU will collaborate to provide physical and/or electronic access to shared customers and, for enrolled services, to Adults and Dislocated Workers and Youth, either by referral from a partner agency or by a customer's own initiative.

WSCs are a central point of entry to employment and training programs for any individual, without regard to eligibility; for information on job vacancies, career options, financial aid, employment trends, and labor market information; and for workforce development services and programs provided by strategic partners.

The City of Los Angeles' Integrated Service Delivery design allows for the parties to this MOU to deliver shared and complementary services in collaboration with regional partners (see chart below) and service delivery providers designed to reach more job seekers. Sector-focused strategies will increase access to career technical education and career pathway programs to better prepare jobseekers for in-demand occupations in high growth industries.

In addition to services identified in chart below, California Department of Rehabilitation will provide other activities detailed in Exhibit A.

Memorandum of Understanding Workforce Development System
July 1, 2016 through December 31, 2017

	WIOA Title I Adult	WIOA Title I Dislocated Worker	WIOA Title I Youth	WIOA Title II Adult Education	WIOA Title III Wagner-Peyer Act	Title I of Rehabilitation Act	Carl D. Perkins Career and Technical Education	Title V Older Americans	L.A. Job Corps	Native American Programs
Assess Skills and Needs; Eligibility; Intake; Orientation	X	X	X	X	X	X	X	X	X	X
Assist with Tuition/Fees	X	X	X							
Develop Curriculum/Programs	X	X	X	X		X	X	X	X	X
Deliver Training	X	X	X	X		X	X		X	X
Engage Employers	X	X	X	X	X	X	X	X	X	X
Identify Industry-Recognized Credentials	X	X	X			X	X	X	X	X
Provide Counseling (Academic/Personal/Career)	X	X	X	X	X	X	X	X	X	X
Provide Case Management	X	X	X			X	X			X
Provide Informational Services	X	X	X	X	X	X	X	X	X	X
Provide Job Placement	X	X	X	X	X	X	X	X		
Provide Job Search Assistance	X	X	X	X	X	X	X	X	X	X
Provide Labor Market Information	X	X	X	X	X	X	X	X	X	X
Provide Support Services	X	X	X							
Provide Work-Based Learning Opportunities	X	X	X			X	X	X	X	X
Recruit and Make Referrals	X	X	X	X	X	X		X	X	X
Housing									X	

Memorandum of Understanding Workforce Development System
July 1, 2016 through December 31, 2017

	Migrant Seasonal Farmworkers	Veterans (JVSG)	Youth Build	Trade Adjustment Assistance Act	Community Services Block Grant	Housing and Urban Development	Unemployment Compensation	Second Chance	TANF
Assess Skills and Needs; Eligibility; Intake; Orientation	X	X	X	X	X	X		X	X
Assist with Tuition/Fees			X		X	X			
Develop Curriculum/Programs			X		X	X		X	X
Deliver Training			X		X			X	X
Engage Employers	X	X	X	X	X		X	X	X
Identify Industry-Recognized Credentials			X		X				
Provide Counseling (Academic/Personal/ Career)	X	X	X	X	X	X		X	X
Provide Case Management		X	X	X	X			X	X
Provide Informational Services	X	X	X	X	X	X	X	X	X
Provide Job Placement	X	X	X	X	X			X	
Provide Job Search Assistance	X	X		X	X	X		X	X
Provide Labor Market Information	X	X	X	X	X	X		X	X
Provide Support Services		X		X	X	X		X	X
Provide Work-Based Learning Opportunities			X		X			X	X
Recruit and Make Referrals	X	X	X	X	X	X		X	X
Housing									

Shared Business Services

In providing services to the entire City of Los Angeles, the parties to this MOU agree to collaborate to identify strategies and opportunities for regional and coordinated business engagement efforts that respond to industry and labor market needs.

Shared Customers

Shared customers include businesses and employers seeking assistance to find prepared and qualified candidates for current or future employment; and business and employers seeking to upskill existing employees (incumbent workers) for new positions, new equipment, new job requirements, and new industry standards, and to prevent or reduce layoffs or termination.

It also includes adult job seekers in search of pre-employment services, training for in-demand occupations, or those seeking a new career, including low-income individuals on public assistance, English Language Learners, basic skills deficient, unemployment insurance claimants, veterans and their eligible spouses, homeless, persons with disabilities, and formerly incarcerated individuals.

Dislocated Workers who need support and services to re-connect to employment or who need additional training and services for employment in new or emerging industry sectors, or a new career, are included.

Finally, youth, age 14-24 years, especially disconnected youth (those out of school and out of work), including foster youth and probation youth, are included.

Shared Costs

The parties to this MOU who are located in the City of Los Angeles WDS Centers agree to explore a fair and equitable cost sharing formula by March 1, 2017 to comply with the December 31, 2017 deadline for approval of an updated MOU. Cost Sharing Agreements for City-administered services will be negotiated through the EWDD. The parties will ensure that the shared costs, not excluding in-kind contributions, are supported by accurate data in accordance with local district and governing Local Board policies.

Referral of Shared Customers

The parties to this MOU may manage referrals through, but not limited to, the following methods:

- Training/co-training of designated staff
- Use of the City's JobsLA and the state's CalJobsSM system
- A portal listing the respective programs and contacts for each WDS partner

Access for Individuals with Barriers to Employment

The City's WDS is an access point to workforce development, education and training programs for individuals with barriers to employment. Accordingly, the parties to this MOU agree to ensure that all sites where workforce development services are delivered are accessible by transportation. Individuals with barriers to employment include: low-income, individuals on public assistance, English Language Learners, basic skills deficient, unemployment insurance claimants, Veterans and their eligible spouses, homeless, foster youth, probation youth, persons with disabilities, re-entry, and Prop 47 beneficiaries with reclassified sentences.

100% of WIOA Youth funding is dedicated to older, disconnected, out-of-school youth. WIOA Youth services are integrated with WIOA Adult services, allowing youth ages 18-24 to have access to a continuum of services and support from both the adult and youth programs, as appropriate and allowable.

Created in 2013, the City of Los Angeles Mayor's Office of Veteran's Affairs works collaboratively with government agencies and community-based organizations to advocate for and coordinate services for veterans in Los Angeles. The Mayor's Military Veteran Advisory Council (MVAC) advises Mayor Garcetti's administration on issues affecting the military community. The MVAC works to enhance the well-being of the Los Angeles veteran community by advising the Mayor and the City Council on emerging policies and programs. The MVAC is an initiative of the Mayor's Office of Veterans Affairs, created by the Mayor to address the needs of the veterans' community in Los Angeles, home to the highest concentration of veterans in the country. The office is working to coordinate resources with a variety of stakeholders to support veterans in Los Angeles and seek strategies to mitigate the potential for long-term unemployment, instability and homelessness.

The Mayor's Office of Reentry was created in 2015 to assist in the formulation of policies and programs that support formerly incarcerated individuals finding stability, resources, employment, housing and reunification with their families, thereby reversing the cycle of long-term unemployment, instability and displacement. This position will serve as a resource convener and a collaborator for a variety of stakeholders to address the short- and long-term needs of Los Angeles' formerly incarcerated population. The office serves a vital role in policy advocacy and program development to create, support and influence programs and policies aligned with the Mayor's priorities and "back to basics" outcomes.

The parties to this MOU agree to identify new and innovative access points to increase access for individuals with barriers to employment such as, but not limited to, libraries, community colleges, adult schools, literacy programs, parks, and community centers.

The parties also agree to identify, lead, and participate in training and cross-training designed to increase awareness and understanding of individuals with barriers to employment.

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, the parties to this MOU agree to the following:

- Compliance with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate requirements.

- Commitment to sharing information on shared customers and shared services to the extent allowable under relevant governing legislation and confidentiality requirements.
- Maintenance of records of WDS customers or partners (e.g., applications, eligibility and referral records, individual records related to services provided under this MOU in the strictest confidence and use of them solely for purposes directly related to such services).
- Development of technological enhancements that allow the appropriate interface of common information needs.
- Commitment to the provision of system security as agreed upon by all partners.

The City will maximize appropriate features of the JobsLA and the state's CalJobsSM system to implement data and demand-driven initiatives to improve employment outcomes for high-growth industries and priority populations. CalJOBS is a State system, and access will be increased from WDS centers and libraries to allow participants to gain access to information about the local labor market, in-demand occupations, and employment opportunities.

The parties to this MOU agree to adhere to Department of Labor requirements in the handling and protection of all protected Personally Identifiable Information (PII). Protected PII is information that, if disclosed, could result in harm to the individual whose name or identity is linked to that information. Examples of protected PII include, but are not limited to, social security numbers, credit card numbers, bank account numbers, home telephone numbers, age, birthdate, marital status, spouse's name, educational history, biometric identifiers (fingerprints, voiceprints, iris scans, etc.), medical history, financial information, and computer passwords.

All the parties to this MOU agree to designate staff to attend and receive training on shared technology and system security, and to sign an acknowledgment of responsibility in regards to DOL Funded data systems and protected PII. See also City of Los Angeles WDS Directive # 16-03.

Confidentiality

The parties to this MOU agree to the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, will be confidential and will not be open to examination for any purpose not directly connected with the delivery of such services.
- The WDS partner agrees to abide by the current confidentiality provisions of the respective statutes to which WDS operators and other WDS partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The WDS 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to WDS applicants, participants, or customers unless a specific release is voluntarily signed by the participant or customer.

- 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

The parties to this MOU will not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment or WDS applicant due to gender, race, color, ancestry, religion, national origin, English proficiency, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status.

The parties to this MOU will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibit discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

The parties to this MOU will commit to capacity building, professional development, and cross-training for staff to increase awareness, sensitivity, and understanding of individuals with barriers to employment and individuals with disabilities.

The parties to this MOU will abide by the existing policies of the Local Board on Non-discrimination and Equal Opportunity and on Reasonable Accommodation. These policies are published on the City's website.

The parties also agree to post the following in highly visible locations: Non-discrimination; Equal Opportunity Policies and Procedures; Equal Opportunity is the LAW Posting; and Grievance and Complaint Procedures posters in English and Spanish to any interested parties and members of the public.

The WDS partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

Grievances and Complaints Procedure

The parties to this MOU agree to abide by grievance procedures as outlined in WIOA and in the operational procedures of all partners under federal, state, county and local jurisdictions. See City of Los Angeles WDS Directive #16-10.

All WDS customers have the right to file a grievance or complaint with the WDS Operator or with EWDD. The grievance/complaint must be filed within one year of the alleged violation. Participants have the right to receive technical assistance to ensure that complaints are properly filed. Such technical assistance includes providing instructions on how to file a grievance/complaint.

Americans with Disabilities Act, Seismic and Amendments Compliance

The parties to this MOU agree to ensure that the policies and procedures as well as the programs and services provided at WDS centers are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with 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, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

The parties also agree that all WDS sites will comply with California ADA and seismic certification requirements.

Effective Dates and Term of the MOU

The term of this MOU will be from July 1, 2016 through December 31, 2017.

Modifications and Revisions

This MOU constitutes the entire agreement between the parties hereto and no oral understanding not incorporated herein will be binding on any of the parties. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties hereto by the issuance of a written amendment, signed and dated by the parties.

Termination

The parties to this MOU understand that implementation of the WDS 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 in which different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more of the parties to cease being a part of this MOU, said entity will notify the other parties to this MOU in writing 30 days in advance of that intention.

Administration and Operations Management

The parties to this MOU agree that the day-to-day supervision of any staff assigned to the WDS centers will be the responsibility of the site supervisor(s). The original employer of staff assigned to the WDS centers will continue to set the priorities of its staff. Any change of work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The parties to this MOU further agree that the office hours for any staff at WDS centers 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 host agency at the beginning of the fiscal year. Disciplinary actions may result in removal of co-located staff from the WDS centers, and each party will take appropriate action.

Dispute Resolution

The parties to this MOU 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 will be referred to the management staff of the respective staff employer for discussion and resolution. Should informal efforts at resolution fail, either party may file a formal grievance in accordance with the City's grievance procedures. All of the parties to this MOU agree to be bound by the final determination resulting from that proceeding.

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 WDS centers for the sole purpose of conducting acceptable WDS services as outlined herein.

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 WSC and YSC logos. This also includes letterhead, envelopes, business cards, any written correspondence, fax transmittals, and marketing tools as it relates to activities under this MOU.

Hold Harmless/Indemnification/Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party to this MOU 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 that 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 that 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 will survive the termination of this MOU.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU will remain in force.

Authority and Signature

The individuals signing below have the authority to commit the party he/she represents to the terms of this MOU.

Charles Woo
CHARLES WOO, Board Chair *Oct 19, 2016*

Printed Name Signature Date

Development Board City of Los Angeles

William M. Scoles
WILLIAM M. SCOLES, District Administrator *9/20/16*

WILLIAM M. SCOLES, District Administrator Date

California Department of Rehabilitation

Exhibit A

Responsibilities of the WorkSource Center Partners

Partner: California Department of Rehabilitation

Primary Contact: William Scoles, District Administrator

Phone: 213 736 3941 Email: WScoles@Dor.CA.Gov

Secondary Contact (Name, Title): Cardy Williams, Team manager

Phone: 562 465 0546 Email: Cardy.Williams@Dor.CA.Gov

City of Los Angeles, Economic & Workforce Development Department Contacts

Robert Sainz, Assistant General Manager - 213-744-7396 robert.sainz@lacity.org

Jaime Pacheco-Orozco - 213-744-7124 jaime.pacheco-orozco@lacity.org

Gerardo Ruvalcaba - 213-744-7233 gerardo.ruvalcaba@lacity.org

The partner agrees to participate in:

1. Joint planning and regional plan development activities on behalf of the Los Angeles Workforce System.
2. A minimum of two (2) capacity building and staff development activities in order to ensure that all partners are adequately cross-trained.
3. Sharing of data and technology to the greatest extent allowable under their governing legislation and confidentiality requirements.
4. Quarterly employability partnership meetings.
5. Providing appropriate vocational rehabilitation services to eligible participants including training and educational services.
6. Providing list of staff co-located at three (3) agreed upon City sites.

Other activities: (If Applicable)

- 1.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES WORKFORCE DEVELOPMENT BOARD
AND
LOS ANGELES WORKFORCE DEVELOPMENT SYSTEM
STRATEGIC PARTNERS**

Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) is developed and executed between the Local Workforce Development Board (Local Board) and the partners of the America's Job Centers of California (AJCC) to establish an agreement concerning the operations of the AJCC delivery system.

The City of Los Angeles (City) designates its America's Job Centers of California locally as WorkSource Centers (WSC). In addition, the City funds separate centers under the designation YouthSource Centers (YSC) that serve youth and young adults from the ages of 14 through 24 years old.

Pursuant to the California Employment Development Department (EDD) Directive WSD15-12, *WIOA Memorandums of Understanding*, the purpose of this MOU is to establish a cooperative working relationship among the parties identified herein, and to define their respective roles and responsibilities related to shared customers and shared services. This MOU also serves to establish the framework for providing shared services to employers, incumbent workers, job seekers and others needing workforce development services.

WorkSource Centers are the cornerstone of the Los Angeles Workforce Development System (WDS). The WDS strategic partners are jointly responsible for workforce and economic development, educational, and other human service programs. Therefore, the WDS is tasked with developing partnerships and providing programs and services to achieve three main goals established by the California Workforce Development Strategic Plan:

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

These goals will be accomplished by ensuring access to a full range of high-quality, workforce development services in the community for all customers who are seeking:

- Employment
- Basic educational or occupational skills
- A post-secondary certificate or degree
- Guidance making career choices
- Skilled workers

The Local Board and its strategic partners are committed to advancing the achievement of the *Los Angeles City Regional Strategic Workforce Plan* under WIOA for the benefit of businesses, employers and jobseekers of the City.

Vision

The City's WDS will provide improved performance, more coordinated access to services, and accountability of workforce development service delivery. The vision for the WDS is that all customers of the system will be served by staff, irrespective of program or funding source, through a customer-focused, skill-based, integrated service delivery strategy.

The City's WDS will provide integrated services to better serve both job seekers and employers. This system will rely on cross-trained employees (Wagner-Peyser, WIOA Title I, and other partners, as appropriate) to provide services based on individual customer needs.

Mission

To develop, deliver and promote best-in-class economic and workforce services to generate, sustain and grow individual, business and community prosperity in the City of Los Angeles.

Goals

The Local Board is responsible for policy guidance of the workforce development system administered through the EWDD. The Local Board's goals include:

- The creation of a sustainable balance between the employment needs of job seekers and the needs of employers for skilled workers;
- Supporting economic expansion;
- Developing the talent of the workforce; and
- Ensuring a self-sufficient, diverse workforce in the City.

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- Develop industry-driven career pathways that prepare people for in-demand occupations in high growth industry sectors based on annual review of economic intelligence and labor market information.
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- Strengthen communication, coordination, and decision-making between regional partners to meet labor market needs.
- Enhance existing networks between education, business and industry representatives, labor and other regional workforce development partners to develop new and align existing programs and services with regional and industry needs.

- Support the development and continued collaboration between regional workforce and economic development networks in the Los Angeles region to address workforce education and training priorities.
- Develop regional leadership and operational partnerships among community college, industry, labor, and other workforce and economic development entities to strengthen coordination and to improve the delivery of services.
- Increase the number of youth and adults who obtain marketable and industry-recognized middle skill credentials, with a priority on unemployed, underemployed, low-skilled, low-income, recipients of public assistance, English Language Learners, veterans, individuals with disabilities, foster youth, reentry and other high-priority, at-risk populations.
- Increase the scope and breadth of opportunities for youth, especially low-income, at-risk, disconnected, and out-of-school youth, and those from low-income communities who graduate prepared for postsecondary vocational training, post-secondary education, and/or a career.

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The following are values shared by the parties to this MOU:

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We accept individual responsibility for the quality of service provided to customers and the overall success of the system. We strive to make our practices transparent and to make our reports accessible to foster a system of shared accountability.

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We work constructively together to better align, integrate, and coordinate the delivery of services. We recognize the importance of meaningful cooperation and compromise in ensuring the vitality and success of the system as a whole.

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We acknowledge the synergy produced from working together as true partners to operate the City of Los Angeles WDS. We foster shared leadership and strive to build consensus to structure and oversee a system that reflects our shared goals.

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We aspire to operate a system that constantly seeks feedback from customers and stakeholders to stay ahead of economic and workforce development trends to deliver valuable and cutting-edge services.

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We recognize and appreciate the diversity of our customers and their unique needs, particularly for individuals who face barriers to employment. We are committed to treating all individuals with courtesy, dignity, and respect.

The Parties

- WIOA Title I Adult, Dislocated Worker, Youth: City of Los Angeles Economic and Workforce Development Department and the County of Los Angeles Community and Senior Services
- WIOA Title II Adult Education and Literacy: Los Angeles Unified School District and Los Angeles Community College District
- WIOA Title III Wagner-Peyser: California Employment Development Department
- WIOA Title IV Vocational Rehabilitation: California Department of Rehabilitation
- Migrant Seasonal Farmworkers: California Employment Development Department
- Veterans (JVSG): California Employment Development Department
- Trade Adjustment Assistance Act: California Employment Development Department
- Unemployment Compensation (Insurance): California Employment Development Department
- Carl Perkins Career Technical Education: Los Angeles Community College District
- Los Angeles Job Corps: Department of Labor operated in Los Angeles City by YWCA Greater Los Angeles
- Native American Programs: Department of Labor operated in the City of Los Angeles by Southern California Indian Center, Inc.
- Youth Build: Department of Labor operated in the City of Los Angeles by Youth Policy Institute
- Second Chance: County of Los Angeles Probation Department
- Temporary Assistance to Needy Families: County of Los Angeles Department of Public Social Services
- Senior Community Services Employment Program (Title V Older Americans Act): City of Los Angeles Department of Aging
- Community Services Block Grant: City of Los Angeles Housing and Community Investment Department

- Community Development Block Grant (Housing and Urban Development): City of Los Angeles Housing and Community Investment Department and City of Los Angeles Economic and Workforce Development Department

Responsibility of the WDS Partners

The parties to this MOU agree to participate in joint planning, coordination and evaluation of WDS activities to serve shared customers and deliver shared services, as appropriate, in order to:

- Identify opportunities to participate in and enhance the operation of the WDS system
- Ensure accessibility of services
- Coordinate outreach, assistance and referrals for shared customers
- Identify and coordinate applicable service(s) available to shared customers through the one-stop delivery system
- Identify and coordinate allowable collection, reporting and sharing of performance data
- Share, review, and interpret common labor market information, economic intelligence, and occupational data
- Identify, lead and support capacity-building training and professional development activities to increase awareness of the unique requirements and needs of shared customers and priority populations.
- Ensure compliance with state and federal requirements

Workforce Development System Design

As the City's administrative and fiscal entity of federal, state and local workforce development grant funds, the EWDD manages the City's WDS and promotes public and private investments in workforce development activities. The EWDD receives these funds to administer the workforce programs operated by the WDS service providers. In addition to these public resources, the EWDD also receives funds from private entities and philanthropic organizations.

The EWDD manages a network of service providers comprised of 17 WorkSource Centers and 16 YouthSource Centers. These centers are located strategically throughout the City, where they provide diverse workforce development services for City residents and businesses. The WDS also includes a network of partners that are committed to improving the employment and educational outcomes for its customers. These partners include multiple City departments, State agencies, local educational institutions, chambers of commerce, economic development agencies, businesses, local veteran organizations, and labor organizations, among others.

In PY 2014-15, the City launched an improved Workforce Development System for Adults and Dislocated Workers by implementing the following five key innovations, all of which anticipated and are in alignment with recent WIOA legislation:

- Implement an Integrated Service Delivery model that will enable WSC to enroll all eligible participants, thereby significantly increasing the number of participants served by the centers;
- Harness new technologies and web-based applications to better serve participants and expand access to services;

- Refocus the system on developing Career Pathways opportunities in high-demand employment sectors leading to living wage employment;
- Leverage strategic partnerships with education, employment training, and social service providers to provide more comprehensive services to program participants; and
- Increase service levels for vulnerable populations (e.g., Returning Veterans, Individuals with Disabilities, English Language Learners, Individuals Experiencing Homelessness, Mature/Older Workers, Re-entry Adults and Youth, and Non-Custodial Parents).

WSCs deliver high-quality integrated workforce services and implement sub-regional strategies in coordination with mandated partners and other key stakeholders.

Shared Services

The parties to this MOU will collaborate to provide physical and/or electronic access to shared customers and, for enrolled services, to Adults and Dislocated Workers and Youth, either by referral from a partner agency or by a customer's own initiative.

WSCs are a central point of entry to employment and training programs for any individual, without regard to eligibility; for information on job vacancies, career options, financial aid, employment trends, and labor market information; and for workforce development services and programs provided by strategic partners.

The City of Los Angeles' Integrated Service Delivery design allows for the parties to this MOU to deliver shared and complementary services in collaboration with regional partners (see chart below) and service delivery providers designed to reach more job seekers. Sector-focused strategies will increase access to career technical education and career pathway programs to better prepare jobseekers for in-demand occupations in high growth industries.

In addition to services identified in chart below, California Employment Development Department will provide other activities detailed in Exhibit A.

Memorandum of Understanding Workforce Development System
July 1, 2016 through December 31, 2017

	WIOA Title I Adult	WIOA Title I Dislocated Worker	WIOA Title I Youth	WIOA Title II Adult Education	WIOA Title III Wagner-Peyser Act	Title I of Rehabilitation Act	Carl D. Perkins Career and Technical Education	Title V Older Americans	L.A. Job Corps	Native American Programs
Assess Skills and Needs; Eligibility; Intake; Orientation	X	X	X	X	X	X	X	X	X	X
Assist with Tuition/Fees	X	X	X							
Develop Curriculum/Programs	X	X	X	X		X	X	X	X	X
Deliver Training	X	X	X	X		X	X		X	X
Engage Employers	X	X	X	X	X	X	X	X	X	X
Identify Industry-Recognized Credentials	X	X	X			X	X	X	X	X
Provide Counseling (Academic/Personal/Career)	X	X	X	X	X	X	X	X	X	X
Provide Case Management	X	X	X			X	X			X
Provide Informational Services	X	X	X	X	X	X	X	X	X	X
Provide Job Placement	X	X	X	X	X	X	X	X		
Provide Job Search Assistance	X	X	X	X	X	X	X	X	X	X
Provide Labor Market Information	X	X	X	X	X	X	X	X	X	X
Provide Support Services	X	X	X							
Provide Work-Based Learning Opportunities	X	X	X			X	X	X	X	X
Recruit and Make Referrals	X	X	X	X	X	X		X	X	X
Housing									X	

Memorandum of Understanding Workforce Development System
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	Migrant Seasonal Farmworkers	Veterans (JVSG)	Youth Build	Trade Adjustment Assistance Act	Community Services Block Grant	Housing and Urban Development	Unemployment Compensation	Second Chance	TANF
Assess Skills and Needs; Eligibility; Intake; Orientation	X	X	X	X	X	X		X	X
Assist with Tuition/Fees			X		X	X			
Develop Curriculum/Programs			X		X	X		X	X
Deliver Training			X		X			X	X
Engage Employers	X	X	X	X	X		X	X	X
Identify Industry-Recognized Credentials			X		X				
Provide Counseling (Academic/Personal/ Career)	X	X	X	X	X	X		X	X
Provide Case Management		X	X	X	X			X	X
Provide Informational Services	X	X	X	X	X	X	X	X	X
Provide Job Placement	X	X	X	X	X			X	
Provide Job Search Assistance	X	X		X	X	X		X	X
Provide Labor Market Information	X	X	X	X	X	X		X	X
Provide Support Services		X		X	X	X		X	X
Provide Work-Based Learning Opportunities			X		X			X	X
Recruit and Make Referrals	X	X	X	X	X	X		X	X
Housing									

Shared Business Services

In providing services to the entire City of Los Angeles, the parties to this MOU agree to collaborate to identify strategies and opportunities for regional and coordinated business engagement efforts that respond to industry and labor market needs.

Shared Customers

Shared customers include businesses and employers seeking assistance to find prepared and qualified candidates for current or future employment; and business and employers seeking to upskill existing employees (incumbent workers) for new positions, new equipment, new job requirements, and new industry standards, and to prevent or reduce layoffs or termination.

It also includes adult job seekers in search of pre-employment services, training for in-demand occupations, or those seeking a new career, including low-income individuals on public assistance, English Language Learners, basic skills deficient, unemployment insurance claimants, veterans and their eligible spouses, homeless, persons with disabilities, and formerly incarcerated individuals.

Dislocated Workers who need support and services to re-connect to employment or who need additional training and services for employment in new or emerging industry sectors, or a new career, are included.

Finally, youth, age 14-24 years, especially disconnected youth (those out of school and out of work), including foster youth and probation youth, are included.

Shared Costs

The parties to this MOU who are located in the City of Los Angeles WDS Centers agree to explore a fair and equitable cost sharing formula by March 1, 2017 to comply with the December 31, 2017 deadline for approval of an updated MOU. Cost Sharing Agreements for City-administered services will be negotiated through the EWDD. The parties will ensure that the shared costs, not excluding in-kind contributions, are supported by accurate data in accordance with local district and governing Local Board policies.

Referral of Shared Customers

The parties to this MOU may manage referrals through, but not limited to, the following methods:

- Training/co-training of designated staff
- Use of the City's JobsLA and the state's CalJobsSM system
- A portal listing the respective programs and contacts for each WDS partner

Access for Individuals with Barriers to Employment

The City's WDS is an access point to workforce development, education and training programs for individuals with barriers to employment. Accordingly, the parties to this MOU agree to ensure that all sites where workforce development services are delivered are accessible by transportation. Individuals with barriers to employment include: low-income, individuals on public assistance, English Language Learners, basic skills deficient, unemployment insurance claimants, Veterans and their eligible spouses, homeless, foster youth, probation youth, persons with disabilities, re-entry, and Prop 47 beneficiaries with reclassified sentences.

100% of WIOA Youth funding is dedicated to older, disconnected, out-of-school youth. WIOA Youth services are integrated with WIOA Adult services, allowing youth ages 18-24 to have access to a continuum of services and support from both the adult and youth programs, as appropriate and allowable.

Created in 2013, the City of Los Angeles Mayor's Office of Veteran's Affairs works collaboratively with government agencies and community-based organizations to advocate for and coordinate services for veterans in Los Angeles. The Mayor's Military Veteran Advisory Council (MVAC) advises Mayor Garcetti's administration on issues affecting the military community. The MVAC works to enhance the well-being of the Los Angeles veteran community by advising the Mayor and the City Council on emerging policies and programs. The MVAC is an initiative of the Mayor's Office of Veterans Affairs, created by the Mayor to address the needs of the veterans' community in Los Angeles, home to the highest concentration of veterans in the country. The office is working to coordinate resources with a variety of stakeholders to support veterans in Los Angeles and seek strategies to mitigate the potential for long-term unemployment, instability and homelessness.

The Mayor's Office of Reentry was created in 2015 to assist in the formulation of policies and programs that support formerly incarcerated individuals finding stability, resources, employment, housing and reunification with their families, thereby reversing the cycle of long-term unemployment, instability and displacement. This position will serve as a resource convener and a collaborator for a variety of stakeholders to address the short- and long-term needs of Los Angeles' formerly incarcerated population. The office serves a vital role in policy advocacy and program development to create, support and influence programs and policies aligned with the Mayor's priorities and "back to basics" outcomes.

The parties to this MOU agree to identify new and innovative access points to increase access for individuals with barriers to employment such as, but not limited to, libraries, community colleges, adult schools, literacy programs, parks, and community centers.

The parties also agree to identify, lead, and participate in training and cross-training designed to increase awareness and understanding of individuals with barriers to employment.

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, the parties to this MOU agree to the following:

- Compliance with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate requirements.

- Commitment to sharing information on shared customers and shared services to the extent allowable under relevant governing legislation and confidentiality requirements.
- Maintenance of records of WDS customers or partners (e.g., applications, eligibility and referral records, individual records related to services provided under this MOU in the strictest confidence and use of them solely for purposes directly related to such services).
- Development of technological enhancements that allow the appropriate interface of common information needs.
- Commitment to the provision of system security as agreed upon by all partners.

The City will maximize appropriate features of the JobsLA and the state's CalJobsSM system to implement data and demand-driven initiatives to improve employment outcomes for high-growth industries and priority populations. CalJOBS is a State system, and access will be increased from WDS centers and libraries to allow participants to gain access to information about the local labor market, in-demand occupations, and employment opportunities.

The parties to this MOU agree to adhere to Department of Labor requirements in the handling and protection of all protected Personally Identifiable Information (PII). Protected PII is information that, if disclosed, could result in harm to the individual whose name or identity is linked to that information. Examples of protected PII include, but are not limited to, social security numbers, credit card numbers, bank account numbers, home telephone numbers, age, birthdate, marital status, spouse's name, educational history, biometric identifiers (fingerprints, voiceprints, iris scans, etc.), medical history, financial information, and computer passwords.

All the parties to this MOU agree to designate staff to attend and receive training on shared technology and system security, and to sign an acknowledgment of responsibility in regards to DOL Funded data systems and protected PII. See also City of Los Angeles WDS Directive # 16-03.

Confidentiality

The parties to this MOU agree to the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, will be confidential and will not be open to examination for any purpose not directly connected with the delivery of such services.
- The WDS partner agrees to abide by the current confidentiality provisions of the respective statutes to which WDS operators and other WDS partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The WDS 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to WDS applicants, participants, or customers unless a specific release is voluntarily signed by the participant or customer.

- 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

The parties to this MOU will not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment or WDS applicant due to gender, race, color, ancestry, religion, national origin, English proficiency, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status.

The parties to this MOU will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibit discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

The parties to this MOU will commit to capacity building, professional development, and cross-training for staff to increase awareness, sensitivity, and understanding of individuals with barriers to employment and individuals with disabilities.

The parties to this MOU will abide by the existing policies of the Local Board on Non-discrimination and Equal Opportunity and on Reasonable Accommodation. These policies are published on the City's website.

The parties also agree to post the following in highly visible locations: Non-discrimination; Equal Opportunity Policies and Procedures; Equal Opportunity is the LAW Posting; and Grievance and Complaint Procedures posters in English and Spanish to any interested parties and members of the public.

The WDS partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

Grievances and Complaints Procedure

The parties to this MOU agree to abide by grievance procedures as outlined in WIOA and in the operational procedures of all partners under federal, state, county and local jurisdictions. See City of Los Angeles WDS Directive #16-10.

All WDS customers have the right to file a grievance or complaint with the WDS Operator or with EWDD. The grievance/complaint must be filed within one year of the alleged violation. Participants have the right to receive technical assistance to ensure that complaints are properly filed. Such technical assistance includes providing instructions on how to file a grievance/complaint.

Americans with Disabilities Act, Seismic and Amendments Compliance

The parties to this MOU agree to ensure that the policies and procedures as well as the programs and services provided at WDS centers are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with 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, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

The parties also agree that all WDS sites will comply with California ADA and seismic certification requirements.

Effective Dates and Term of the MOU

The term of this MOU will be from July 1, 2016 through December 31, 2017.

Modifications and Revisions

This MOU constitutes the entire agreement between the parties hereto and no oral understanding not incorporated herein will be binding on any of the parties. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties hereto by the issuance of a written amendment, signed and dated by the parties.

Termination

The parties to this MOU understand that implementation of the WDS 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 in which different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more of the parties to cease being a part of this MOU, said entity will notify the other parties to this MOU in writing 30 days in advance of that intention.

Administration and Operations Management

The parties to this MOU agree that the day-to-day supervision of any staff assigned to the WDS centers will be the responsibility of the site supervisor(s). The original employer of staff assigned to the WDS centers will continue to set the priorities of its staff. Any change of work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The parties to this MOU further agree that the office hours for any staff at WDS centers 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 host agency at the beginning of the fiscal year. Disciplinary actions may result in removal of co-located staff from the WDS centers, and each party will take appropriate action.

Dispute Resolution

The parties to this MOU 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 will be referred to the management staff of the respective staff employer for discussion and resolution. Should informal efforts at resolution fail, either party may file a formal grievance in accordance with the City's grievance procedures. All of the parties to this MOU agree to be bound by the final determination resulting from that proceeding.

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 WDS centers for the sole purpose of conducting acceptable WDS services as outlined herein.

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 WSC and YSC logos. This also includes letterhead, envelopes, business cards, any written correspondence, fax transmittals, and marketing tools as it relates to activities under this MOU.

Hold Harmless/Indemnification/Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party to this MOU 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 that 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 that 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 will survive the termination of this MOU.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU will remain in force.

Memorandum of Understanding Workforce Development System
July 1, 2016 through December 31, 2017

Authority and Signature

The individuals signing below have the authority to commit the party he/she represents to the terms of this MOU.

Charles Woo

CHARLES WOO, Board Chair

Oct. 19, 2016

Printed Name

Signature

Date

Development Board City of Los Angeles

Ronald Myracks

9/8/2016

Ronald Myracks, EDA

Signature

Date

California Employment Development Department

Authority and Signature

The individuals signing below have the authority to commit the party he/she represents to the terms of this MOU.

Charles Woo
CHARLES WOO, Board Chair Oct. 19, 2016

Printed Name Signature Date
Development Board City of Los Angeles

Adriana Kuhnle, Division Chief Adriana Kuhnle 9/13/16

Printed Name, Title Signature Date
California Employment Development Department
Workforce Services Branch

Exhibit A

Responsibilities of the WorkSource Center Partners

Partner: California Employment Development Department Workforce Services Branch

Primary Contact: Adriana Kuhnle, Division Chief

Phone: ___805-614-1220_____ Email: ___adriana.kuhnle@edd.ca.gov_____

Secondary Contact (Name, Title): ___Cesar Valladares_____

Phone: ___805-620-3553_____ Email: ___cesar.valladares@edd.ca.gov_____

City of Los Angeles, Economic & Workforce Development Department Contacts

Robert Sainz, Assistant General Manager - 213-744-7396 robert.sainz@lacity.org

Jaime Pacheco-Orozco - 213-744-7124 jaime.pacheco-orozco@lacity.org

Gerardo Ruvalcaba - 213-744-7233 gerardo.ruvalcaba@lacity.org

The partner agrees to participate in:

1. Joint planning and regional plan development activities on behalf of the Los Angeles Workforce System.
2. A minimum of two (2) capacity building and staff development activities in order to ensure that all partners are adequately cross-trained.
3. Sharing of data and technology to the greatest extent allowable under their governing legislation and confidentiality requirements.
4. Agree to participate in co-location at select WorkSource Center sites.
5. The continued use of the Integrated Service Delivery model.

Other activities: (If Applicable)

Wagner-Peyser Programs (Title III of the WIOA)

- Provides Basic and Individual career services to all individuals, groups and populations seeking employment and re-employment services within an integrated service delivery system, such as but not limited to the following:
 - Re-employment Services and Eligibility Assessment
 - Personalized Job Search Assistance Workshops
 - Worker Adjustment Retraining Notification Act
 - National Dislocated Workers Grants Support
 - Rapid Response Support
 - Employer Services and Engagement

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- Employer Advisor Council
- Labor Exchange registration, navigation & assistance (CaJOBS)
- Work Opportunity Tax Credits
- Fidelity Bonding
- Experience Unlimited Job Clubs
- Veteran Service Navigation
- Trade Adjustment Assistance Act
- California Training Benefit education
- Jobs for Veterans Grant
- Youth Employment Opportunity Program

Labor Market Information

- Basic career services include data for regional economies, local areas, and California
- Self- service website (www.labormarketinfo.edd.ca.gov) for all customers to access labor market (LMI) products and services (i.e., occupational guides/profiles, wage data, skills information and skills transference, in-demand occupations, education and licensing requirements, crosswalk occupation and education program offerings, and Eligible Training Providers List (ETPL) certified training organizations)
- Training services include: how to use LMI, evaluating in-demand industries and occupations, using LMI for data driven decisions, and navigating the LMI website

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES WORKFORCE DEVELOPMENT BOARD
AND
LOS ANGELES WORKFORCE DEVELOPMENT SYSTEM
STRATEGIC PARTNERS**

Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) is developed and executed between the Local Workforce Development Board (Local Board) and the partners of the America's Job Centers of California (AJCC) to establish an agreement concerning the operations of the AJCC delivery system.

The City of Los Angeles (City) designates its America's Job Centers of California locally as WorkSource Centers (WSC). In addition, the City funds separate centers under the designation YouthSource Centers (YSC) that serve youth and young adults from the ages of 14 through 24 years old.

Pursuant to the California Employment Development Department (EDD) Directive WSD15-12, *WIOA Memorandums of Understanding*, the purpose of this MOU is to establish a cooperative working relationship among the parties identified herein, and to define their respective roles and responsibilities related to shared customers and shared services. This MOU also serves to establish the framework for providing shared services to employers, incumbent workers, job seekers and others needing workforce development services.

WorkSource Centers are the cornerstone of the Los Angeles Workforce Development System (WDS). The WDS strategic partners are jointly responsible for workforce and economic development, educational, and other human service programs. Therefore, the WDS is tasked with developing partnerships and providing programs and services to achieve three main goals established by the California Workforce Development Strategic Plan:

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

These goals will be accomplished by ensuring access to a full range of high-quality, workforce development services in the community for all customers who are seeking:

- Employment
- Basic educational or occupational skills
- A post-secondary certificate or degree
- Guidance making career choices
- Skilled workers

The Local Board and its strategic partners are committed to advancing the achievement of the *Los Angeles City Regional Strategic Workforce Plan* under WIOA for the benefit of businesses, employers and jobseekers of the City.

Vision

The City's WDS will provide improved performance, more coordinated access to services, and accountability of workforce development service delivery. The vision for the WDS is that all customers of the system will be served by staff, irrespective of program or funding source, through a customer-focused, skill-based, integrated service delivery strategy.

The City's WDS will provide integrated services to better serve both job seekers and employers. This system will rely on cross-trained employees (Wagner-Peyser, WIOA Title I, and other partners, as appropriate) to provide services based on individual customer needs.

Mission

To develop, deliver and promote best-in-class economic and workforce services to generate, sustain and grow individual, business and community prosperity in the City of Los Angeles.

Goals

The Local Board is responsible for policy guidance of the workforce development system administered through the EWDD. The Local Board's goals include:

- The creation of a sustainable balance between the employment needs of job seekers and the needs of employers for skilled workers;
- Supporting economic expansion;
- Developing the talent of the workforce; and
- Ensuring a self-sufficient, diverse workforce in the City.

The Annual Plan supports the goals of WIOA, the Mayor, State, and the Local Board in the design of programs, the establishment of policies, and the allocation of funds.

The following are goals shared by the parties to this MOU:

- Develop industry-driven career pathways that prepare people for in-demand occupations in high growth industry sectors based on annual review of economic intelligence and labor market information.
- Support system alignment, service integration, and continuous improvement using data to support evidence-based decision-making.
- Strengthen communication, coordination, and decision-making between regional partners to meet labor market needs.
- Enhance existing networks between education, business and industry representatives, labor and other regional workforce development partners to develop new and align existing programs and services with regional and industry needs.

- Support the development and continued collaboration between regional workforce and economic development networks in the Los Angeles region to address workforce education and training priorities.
- Develop regional leadership and operational partnerships among community college, industry, labor, and other workforce and economic development entities to strengthen coordination and to improve the delivery of services.
- Increase the number of youth and adults who obtain marketable and industry-recognized middle skill credentials, with a priority on unemployed, underemployed, low-skilled, low-income, recipients of public assistance, English Language Learners, veterans, individuals with disabilities, foster youth, reentry and other high-priority, at-risk populations.
- Increase the scope and breadth of opportunities for youth, especially low-income, at-risk, disconnected, and out-of-school youth, and those from low-income communities who graduate prepared for postsecondary vocational training, post-secondary education, and/or a career.

Values

The following are values shared by the parties to this MOU:

Accountability

We accept individual responsibility for the quality of service provided to customers and the overall success of the system. We strive to make our practices transparent and to make our reports accessible to foster a system of shared accountability.

Collaboration

We work constructively together to better align, integrate, and coordinate the delivery of services. We recognize the importance of meaningful cooperation and compromise in ensuring the vitality and success of the system as a whole.

Excellence

We are committed to excellence and continuous improvement in all aspects of our individual and collective work. We are dedicated to providing all customers with an exemplary level of service that meets their diverse and unique needs.

Innovation

We strive to develop and adopt new strategies and methods to add value for our customers and our communities. We incorporate new tools and technologies into our work to facilitate communication, data sharing, and to streamline the delivery of services.

Partnership

We acknowledge the synergy produced from working together as true partners to operate the City of Los Angeles WDS. We foster shared leadership and strive to build consensus to structure and oversee a system that reflects our shared goals.

Responsiveness

We aspire to operate a system that constantly seeks feedback from customers and stakeholders to stay ahead of economic and workforce development trends to deliver valuable and cutting-edge services.

Respect

We recognize and appreciate the diversity of our customers and their unique needs, particularly for individuals who face barriers to employment. We are committed to treating all individuals with courtesy, dignity, and respect.

The Parties

- WIOA Title I Adult, Dislocated Worker, Youth: City of Los Angeles Economic and Workforce Development Department and the County of Los Angeles Community and Senior Services
- WIOA Title II Adult Education and Literacy: Los Angeles Unified School District and Los Angeles Community College District
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- Community Services Block Grant: City of Los Angeles Housing and Community Investment Department

- Community Development Block Grant (Housing and Urban Development): City of Los Angeles Housing and Community Investment Department and City of Los Angeles Economic and Workforce Development Department

Responsibility of the WDS Partners

The parties to this MOU agree to participate in joint planning, coordination and evaluation of WDS activities to serve shared customers and deliver shared services, as appropriate, in order to:

- Identify opportunities to participate in and enhance the operation of the WDS system
- Ensure accessibility of services
- Coordinate outreach, assistance and referrals for shared customers
- Identify and coordinate applicable service(s) available to shared customers through the one-stop delivery system
- Identify and coordinate allowable collection, reporting and sharing of performance data
- Share, review, and interpret common labor market information, economic intelligence, and occupational data
- Identify, lead and support capacity-building training and professional development activities to increase awareness of the unique requirements and needs of shared customers and priority populations.
- Ensure compliance with applicable provisions of WIOA, Welfare and Institutions Code Sec. 10850, the California Education Code, the Rehabilitation Act and any relevant statutes or requirements.

Workforce Development System Design

As the City's administrative and fiscal entity of federal, state and local workforce development grant funds, the EWDD manages the City's WDS and promotes public and private investments in workforce development activities. The EWDD receives these funds to administer the workforce programs operated by the WDS service providers. In addition to these public resources, the EWDD also receives funds from private entities and philanthropic organizations.

The EWDD manages a network of service providers comprised of 17 WorkSource Centers and 16 YouthSource Centers. These centers are located strategically throughout the City, where they provide diverse workforce development services for City residents and businesses. The WDS also includes a network of partners that are committed to improving the employment and educational outcomes for its customers. These partners include multiple City departments, State agencies, local educational institutions, chambers of commerce, economic development agencies, businesses, local veteran organizations, and labor organizations, among others.

In PY 2014-15, the City launched an improved Workforce Development System for Adults and Dislocated Workers by implementing the following five key innovations, all of which anticipated and are in alignment with recent WIOA legislation:

- Implement an Integrated Service Delivery Model that will enable WSC to enroll all eligible participants, thereby significantly increasing the number of participants served by the centers;

- Harness new technologies and web-based applications to better serve participants and expand access to services;
- Refocus the system on developing Career Pathways opportunities in high-demand employment sectors leading to living wage employment;
- Leverage strategic partnerships with education, employment training, and social service providers to provide more comprehensive services to program participants; and
- Increase service levels for vulnerable populations (e.g., Returning Veterans, Individuals with Disabilities, English Language Learners, Individuals Experiencing Homelessness, Mature/Older Workers, Re-entry Adults and Youth, and Non-Custodial Parents).

WSCs deliver high-quality integrated workforce services and implement sub-regional strategies in coordination with mandated partners and other key stakeholders.

Shared Services

The parties to this MOU will collaborate to provide physical and/or electronic access to shared customers and, for enrolled services, to Adults and Dislocated Workers and Youth, either by referral from a partner agency or by a customer's own initiative.

WSCs are a central point of entry to employment and training programs for any individual, without regard to eligibility; for information on job vacancies, career options, financial aid, employment trends, and labor market information; and for workforce development services and programs provided by strategic partners.

The City of Los Angeles' Integrated Service Delivery design allows for the parties to this MOU to deliver shared and complementary services in collaboration with regional partners (see chart below) and service delivery providers designed to reach more job seekers. Sector-focused strategies will increase access to career technical education and career pathway programs to better prepare jobseekers for in-demand occupations in high growth industries.

In addition to services identified in chart below, County of Los Angeles Department of Public Social Services will provide other activities detailed in Exhibit A.

Memorandum of Understanding Workforce Development System
July 1, 2016 through December 31, 2017

	WIOA Title I Adult	WIOA Title I Dislocated Worker	WIOA Title I Youth	WIOA Title II Adult Education	WIOA Title III Wagner-Peyer Act	Title I of Rehabilitation Act	Carl D. Perkins Career and Technical Education	Title V Older Americans	L.A. Job Corps	Native American Programs
Assess Skills and Needs; Eligibility; Intake; Orientation	X	X	X	X	X	X	X	X	X	X
Assist with Tuition/Fees	X	X	X							
Develop Curriculum/Programs	X	X	X	X		X	X	X	X	X
Deliver Training	X	X	X	X		X	X		X	X
Engage Employers	X	X	X	X	X	X	X	X	X	X
Identify Industry-Recognized Credentials	X	X	X			X	X	X	X	X
Provide Counseling (Academic/Personal/ Career)	X	X	X	X	X	X	X	X	X	X
Provide Case Management	X	X	X			X	X			X
Provide Informational Services	X	X	X	X	X	X	X	X	X	X
Provide Job Placement	X	X	X	X	X	X	X	X		
Provide Job Search Assistance	X	X	X	X	X	X	X	X	X	X
Provide Labor Market Information	X	X	X	X	X	X	X	X	X	X
Provide Support Services	X	X	X							
Provide Work-Based Learning Opportunities	X	X	X			X	X	X	X	X
Recruit and Make Referrals	X	X	X	X	X	X		X	X	X
Housing									X	

Memorandum of Understanding Workforce Development System
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	Migrant Seasonal Farmworkers	Veterans (JVSG)	Youth Build	Trade Adjustment Assistance Act	Community Services Block Grant	Housing and Urban Development	Unemployment Compensation	Second Chance	TANF
Assess Skills and Needs; Eligibility; Intake; Orientation	X	X	X	X	X	X		X	X
Assist with Tuition/Fees			X		X	X			
Develop Curriculum/Programs			X		X	X		X	X
Deliver Training			X		X			X	X
Engage Employers	X	X	X	X	X		X	X	X
Identify Industry-Recognized Credentials			X		X				
Provide Counseling (Academic/Personal/ Career)	X	X	X	X	X	X		X	X
Provide Case Management		X	X	X	X			X	X
Provide Informational Services	X	X	X	X	X	X	X	X	X
Provide Job Placement	X	X	X	X	X			X	
Provide Job Search Assistance	X	X		X	X	X		X	X
Provide Labor Market Information	X	X	X	X	X	X		X	X
Provide Support Services		X		X	X	X		X	X
Provide Work-Based Learning Opportunities			X		X			X	X
Recruit and Make Referrals	X	X	X	X	X	X		X	X
Housing									

Shared Business Services

In providing services to the entire City of Los Angeles, the parties to this MOU agree to collaborate to identify strategies and opportunities for regional and coordinated business engagement efforts that respond to industry and labor market needs.

Shared Customers

Shared customers include businesses and employers seeking assistance to find prepared and qualified candidates for current or future employment; and business and employers seeking to upskill existing employees (incumbent workers) for new positions, new equipment, new job requirements, and new industry standards, and to prevent or reduce layoffs or termination.

It also includes adult job seekers in search of pre-employment services, training for in-demand occupations, or those seeking a new career, including low-income individuals on public assistance, English Language Learners, basic skills deficient, unemployment insurance claimants, veterans and their eligible spouses, homeless, persons with disabilities, and formerly incarcerated individuals.

Dislocated Workers who need support and services to re-connect to employment or who need additional training and services for employment in new or emerging industry sectors, or a new career, are included.

Finally, youth, age 14-24 years, especially disconnected youth (those out of school and out of work), including foster youth and probation youth, are included.

Shared Costs

The parties to this MOU who are located in the City of Los Angeles WDS Centers agree to explore a fair and equitable cost sharing formula by March 1, 2017 to comply with the December 31, 2017 deadline for approval of an updated MOU. Cost Sharing Agreements for City-administered services will be negotiated through the EWDD. The parties will ensure that the shared costs, not excluding in-kind contributions, are supported by accurate data in accordance with local district and governing Local Board policies.

Referral of Shared Customers

The parties to this MOU may manage referrals through, but not limited to, the following methods:

- Cross training of designated WSC staff
- Use of the City's JobsLA and the state's CalJobsSM system
- A portal listing the respective programs and contacts for each WDS partner

Access for Individuals with Barriers to Employment

The City's WDS is an access point to workforce development, education and training programs for individuals with barriers to employment. Accordingly, the parties to this MOU agree to ensure that all sites where workforce development services are delivered are accessible by transportation. Individuals with barriers to employment include: low-income, individuals on public assistance, English Language Learners, basic skills deficient, unemployment insurance claimants, Veterans and their eligible spouses, homeless, foster youth, probation youth, persons with disabilities, re-entry, and Prop 47 beneficiaries with reclassified sentences.

100% of WIOA Youth funding is dedicated to older, disconnected, out-of-school youth. WIOA Youth services are integrated with WIOA Adult services, allowing youth ages 18-24 to have access to a continuum of services and support from both the adult and youth programs, as appropriate and allowable.

Created in 2013, the City of Los Angeles Mayor's Office of Veteran's Affairs works collaboratively with government agencies and community-based organizations to advocate for and coordinate services for veterans in Los Angeles. The Mayor's Military Veteran Advisory Council (MVAC) advises Mayor Garcetti's administration on issues affecting the military community. The MVAC works to enhance the well-being of the Los Angeles veteran community by advising the Mayor and the City Council on emerging policies and programs. The MVAC is an initiative of the Mayor's Office of Veterans Affairs, created by the Mayor to address the needs of the veterans' community in Los Angeles, home to the highest concentration of veterans in the country. The office is working to coordinate resources with a variety of stakeholders to support veterans in Los Angeles and seek strategies to mitigate the potential for long-term unemployment, instability and homelessness.

The Mayor's Office of Reentry was created in 2015 to assist in the formulation of policies and programs that support formerly incarcerated individuals finding stability, resources, employment, housing and reunification with their families, thereby reversing the cycle of long-term unemployment, instability and displacement. This position will serve as a resource convener and a collaborator for a variety of stakeholders to address the short- and long-term needs of Los Angeles' formerly incarcerated population. The office serves a vital role in policy advocacy and program development to create, support and influence programs and policies aligned with the Mayor's priorities and "back to basics" outcomes.

The parties to this MOU agree to identify new and innovative access points to increase access for individuals with barriers to employment such as, but not limited to, libraries, community colleges, adult schools, literacy programs, parks, and community centers.

The parties also agree to identify, lead, and participate in training and cross-training designed to increase awareness and understanding of individuals with barriers to employment.

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, the parties to this MOU agree to the following:

- Compliance with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate requirements.

- Commitment to sharing information on shared customers and shared services to the extent allowable under relevant governing legislation and confidentiality requirements.
- Maintenance of records of WDS customers or partners (e.g., applications, eligibility and referral records, individual records related to services provided under this MOU in the strictest confidence and use of them solely for purposes directly related to such services).
- Development of technological enhancements that allow the appropriate interface of common information needs, as allowable and appropriate.
- Commitment to the provision of system security as agreed upon by all partners.

The City will maximize appropriate features of the JobsLA and the state's CalJobsSM system to implement data and demand-driven initiatives to improve employment outcomes for high-growth industries and priority populations. CalJOBS is a State system, and access will be increased from WDS centers and libraries to allow participants to gain access to information about the local labor market, in-demand occupations, and employment opportunities.

The parties to this MOU agree to adhere to Department of Labor requirements in the handling and protection of all protected Personally Identifiable Information (PII). Protected PII is information that, if disclosed, could result in harm to the individual whose name or identity is linked to that information. Examples of protected PII include, but are not limited to, social security numbers, credit card numbers, bank account numbers, home telephone numbers, age, birthdate, marital status, spouse's name, educational history, biometric identifiers (fingerprints, voiceprints, iris scans, etc.), medical history, financial information, and computer passwords.

All the parties to this MOU agree to designate staff to attend and receive training on shared technology and system security, and to sign an acknowledgment of responsibility in regards to DOL Funded data systems and protected PII. See also City of Los Angeles WDS Directive # 16-03.

Confidentiality

The parties to this MOU agree to the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, will be confidential and will not be open to examination for any purpose not directly connected with the delivery of such services.
- The WDS partner agrees to abide by the current confidentiality provisions of the respective statutes to which WDS operators and other WDS partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The WDS 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to WDS applicants, participants, or customers unless a specific release is voluntarily signed by the participant or customer. In addition to the need for signing of a release of consent, the publication or disclosure of

confidential information will be closely guarded and partners will ensure not to violate Welfare and Institutions Code Sec. 10850.

- An adult attempting to file a release of consent, such as a release of consent on behalf of their child(ren) or for those who are under the legal custody/guardianship of another (such as a minor), should not be permitted/published/disclosed without seeking individual counsel for that specific situation on that person's behalf.
- 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

The parties to this MOU will not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment or WDS applicant due to gender, race, color, ancestry, religion, national origin, English proficiency, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status.

The parties to this MOU will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibit discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

The parties to this MOU will commit to capacity building, professional development, and cross-training for staff to increase awareness, sensitivity, and understanding of individuals with barriers to employment and individuals with disabilities.

The parties to this MOU will abide by the existing policies of the Local Board on Non-discrimination and Equal Opportunity and on Reasonable Accommodation. These policies are published on the City's website.

The parties also agree to post the following in highly visible locations: Non-discrimination; Equal Opportunity Policies and Procedures; Equal Opportunity is the LAW Posting; and Grievance and Complaint Procedures posters in English and Spanish to any interested parties and members of the public.

The WDS partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

Grievances and Complaints Procedure

The parties to this MOU agree to abide by grievance procedures as outlined in WIOA and in the operational procedures of all partners under federal, state, county and local jurisdictions. See City of Los Angeles WDS Directive #16-10.

All WDS customers have the right to file a grievance or complaint with the WDS Operator or with EWDD. The grievance/complaint must be filed within one year of the alleged violation. Participants have the right to receive technical assistance to ensure that complaints are properly filed. Such technical assistance includes providing instructions on how to file a grievance/complaint.

Americans with Disabilities Act, Seismic and Amendments Compliance

The parties to this MOU agree to ensure that the policies and procedures as well as the programs and services provided at WDS centers are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with 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, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

The parties also agree that all WDS sites will comply with California ADA and seismic certification requirements.

Effective Dates and Term of the MOU

The term of this MOU will be from July 1, 2016 through December 31, 2017.

Modifications and Revisions

This MOU constitutes the entire agreement between the parties hereto and no oral understanding not incorporated herein will be binding on any of the parties. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties hereto by the issuance of a written amendment, signed and dated by the parties.

Termination

The parties to this MOU understand that implementation of the WDS 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 in which different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more of the parties to cease being a part of this MOU, said entity will notify the other parties to this MOU in writing 30 days in advance of that intention.

Administration and Operations Management

The parties to this MOU agree that the day-to-day supervision of any staff assigned to the WDS centers will be the responsibility of the site supervisor(s). The original employer of staff assigned to the WDS centers will continue to set the priorities of its staff. Any change of work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The parties to this MOU further agree that the office hours for any staff at WDS centers 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 host agency at the beginning of the fiscal year. Disciplinary actions may result in removal of co-located staff from the WDS centers, and each party will take appropriate action.

Dispute Resolution

The parties to this MOU 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 will be referred to the management staff of the respective staff employer for discussion and resolution. Should informal efforts at resolution fail, either party may file a formal grievance in

accordance with the City's grievance procedures. All of the parties to this MOU agree to be bound by the final determination resulting from that proceeding.

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 WDS centers for the sole purpose of conducting acceptable WDS services as outlined herein.

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 WSC and YSC logos. This also includes letterhead, envelopes, business cards, any written correspondence, fax transmittals, and marketing tools as it relates to activities under this MOU.

Hold Harmless/Indemnification/Liability


In accordance with provisions of Section 895.4 of the California Government Code, each party to this MOU 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 that 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 that 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 will survive the termination of this MOU.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU will remain in force.

Authority and Signature

The individuals signing below have the authority to commit the party he/she represents to the terms of this MOU.

CHARLES WOO, Board Chair  2/15/2017

Printed Name Signature Date

Development Board City of Los Angeles

Sheryl L. Spiller, Director  1/30/17

Printed Name, Title Signature Date

Los Angeles County Department of Public Social Services

Exhibit A

Responsibilities of the WorkSource Center Partners

Partner: Los Angeles County Department of Public Social Services

Primary Contact: Luther Evans, Division Chief

Phone: 562-908-8404 Email: LutherEvansJr@dpss.lacounty.gov

Secondary Contact (Name, Title): _____

Phone: _____ Email: _____

City of Los Angeles, Economic & Workforce Development Department Contacts

Robert Sainz, Assistant General Manager - 213-744-7396 robert.sainz@lacity.org

Jaime Pacheco-Orozco - 213-744-7124 jaime.pacheco-orozco@lacity.org

Gerardo Ruvalcaba - 213-744-7233 gerardo.ruvalcaba@lacity.org

The partner agrees to participate in:

1. Joint planning and regional plan development activities on behalf of the Los Angeles Workforce System.
2. Joint planning with partners and determine, as appropriate, applicable number of capacity building and staff development activities in order to ensure that all partners are adequately cross-trained.
3. Sharing of data and technology to the greatest extent allowable under their governing legislation and confidentiality requirements.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES WORKFORCE DEVELOPMENT BOARD
AND
LOS ANGELES WORKFORCE DEVELOPMENT SYSTEM
STRATEGIC PARTNERS**

Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) is developed and executed between the Local Workforce Development Board (Local Board) and the partners of the America's Job Centers of California (AJCC) to establish an agreement concerning the operations of the AJCC delivery system.

The City of Los Angeles (City) designates its America's Job Centers of California locally as WorkSource Centers (WSC). In addition, the City funds separate centers under the designation YouthSource Centers (YSC) that serve youth and young adults from the ages of 14 through 24 years old.

Pursuant to the California Employment Development Department (EDD) Directive WSD15-12, *WIOA Memorandums of Understanding*, the purpose of this MOU is to establish a cooperative working relationship among the parties identified herein, and to define their respective roles and responsibilities related to shared customers and shared services. This MOU also serves to establish the framework for providing shared services to employers, incumbent workers, job seekers and others needing workforce development services.

WorkSource Centers are the cornerstone of the Los Angeles Workforce Development System (WDS). The WDS strategic partners are jointly responsible for workforce and economic development, educational, and other human service programs. Therefore, the WDS is tasked with developing partnerships and providing programs and services to achieve three main goals established by the California Workforce Development Strategic Plan:

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

These goals will be accomplished by ensuring access to a full range of high-quality, workforce development services in the community for all customers who are seeking:

- Employment
- Basic educational or occupational skills
- A post-secondary certificate or degree
- Guidance making career choices
- Skilled workers

The Local Board and its strategic partners are committed to advancing the achievement of the *Los Angeles City Regional Strategic Workforce Plan* under WIOA for the benefit of businesses, employers and jobseekers of the City.

Vision

The City's WDS will provide improved performance, more coordinated access to services, and accountability of workforce development service delivery. The vision for the WDS is that all customers of the system will be served by staff, irrespective of program or funding source, through a customer-focused, skill-based, integrated service delivery strategy.

The City's WDS will provide integrated services to better serve both job seekers and employers. This system will rely on cross-trained employees (Wagner-Peyser, WIOA Title I, and other partners, as appropriate) to provide services based on individual customer needs.

Mission

To develop, deliver and promote best-in-class economic and workforce services to generate, sustain and grow individual, business and community prosperity in the City of Los Angeles.

Goals

The Local Board is responsible for policy guidance of the workforce development system administered through the EWDD. The Local Board's goals include:

- The creation of a sustainable balance between the employment needs of job seekers and the needs of employers for skilled workers;
- Supporting economic expansion;
- Developing the talent of the workforce; and
- Ensuring a self-sufficient, diverse workforce in the City.

The Annual Plan supports the goals of WIOA, the Mayor, State, and the Local Board in the design of programs, the establishment of policies, and the allocation of funds.

The following are goals shared by the parties to this MOU:

- Develop industry-driven career pathways that prepare people for in-demand occupations in high growth industry sectors based on annual review of economic intelligence and labor market information.
- Support system alignment, service integration, and continuous improvement using data to support evidence-based decision-making.
- Strengthen communication, coordination, and decision-making between regional partners to meet labor market needs.
- Enhance existing networks between education, business and industry representatives, labor and other regional workforce development partners to develop new and align existing programs and services with regional and industry needs.

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- Support the development and continued collaboration between regional workforce and economic development networks in the Los Angeles region to address workforce education and training priorities.
- Develop regional leadership and operational partnerships among community college, industry, labor, and other workforce and economic development entities to strengthen coordination and to improve the delivery of services.
- Increase the number of youth and adults who obtain marketable and industry-recognized middle skill credentials, with a priority on unemployed, underemployed, low-skilled, low-income, recipients of public assistance, English Language Learners, veterans, individuals with disabilities, foster youth, reentry and other high-priority, at-risk populations.
- Increase the scope and breadth of opportunities for youth, especially low-income, at-risk, disconnected, and out-of-school youth, and those from low-income communities who graduate prepared for postsecondary vocational training, post-secondary education, and/or a career.

Values

The following are values shared by the parties to this MOU:

Accountability

We accept individual responsibility for the quality of service provided to customers and the overall success of the system. We strive to make our practices transparent and to make our reports accessible to foster a system of shared accountability.

Collaboration

We work constructively together to better align, integrate, and coordinate the delivery of services. We recognize the importance of meaningful cooperation and compromise in ensuring the vitality and success of the system as a whole.

Excellence

We are committed to excellence and continuous improvement in all aspects of our individual and collective work. We are dedicated to providing all customers with an exemplary level of service that meets their diverse and unique needs.

Innovation

We strive to develop and adopt new strategies and methods to add value for our customers and our communities. We incorporate new tools and technologies into our work to facilitate communication, data sharing, and to streamline the delivery of services.

Partnership

We acknowledge the synergy produced from working together as true partners to operate the City of Los Angeles WDS. We foster shared leadership and strive to build consensus to structure and oversee a system that reflects our shared goals.

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Responsiveness

We aspire to operate a system that constantly seeks feedback from customers and stakeholders to stay ahead of economic and workforce development trends to deliver valuable and cutting-edge services.

Respect

We recognize and appreciate the diversity of our customers and their unique needs, particularly for individuals who face barriers to employment. We are committed to treating all individuals with courtesy, dignity, and respect.

The Parties

- WIOA Title I Adult, Dislocated Worker, Youth: City of Los Angeles Economic and Workforce Development Department and the County of Los Angeles Community and Senior Services
- WIOA Title II Adult Education and Literacy: Los Angeles Unified School District and Los Angeles Community College District
- WIOA Title III Wagner-Peyser: California Employment Development Department
- WIOA Title IV Vocational Rehabilitation: California Department of Rehabilitation
- Migrant Seasonal Farmworkers: California Employment Development Department
- Veterans (JVSG): California Employment Development Department
- Trade Adjustment Assistance Act: California Employment Development Department
- Unemployment Compensation (Insurance): California Employment Development Department
- Carl Perkins Career Technical Education: Los Angeles Community College District
- Los Angeles Job Corps: Department of Labor operated in Los Angeles City by YWCA Greater Los Angeles
- Native American Programs: Department of Labor operated in the City of Los Angeles by Southern California Indian Center, Inc.
- Youth Build: Department of Labor operated in the City of Los Angeles by Youth Policy Institute
- Second Chance: County of Los Angeles Probation Department
- Temporary Assistance to Needy Families: County of Los Angeles Department of Public Social Services
- Senior Community Services Employment Program (Title V Older Americans Act): City of Los Angeles Department of Aging
- Community Services Block Grant: City of Los Angeles Housing and Community Investment Department

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- Ensure compliance with state and federal requirements

Workforce Development System Design

As the City's administrative and fiscal entity of federal, state and local workforce development grant funds, the EWDD manages the City's WDS and promotes public and private investments in workforce development activities. The EWDD receives these funds to administer the workforce programs operated by the WDS service providers. In addition to these public resources, the EWDD also receives funds from private entities and philanthropic organizations.

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- Implement an Integrated Service Delivery Model that will enable WSC to enroll all eligible participants, thereby significantly increasing the number of participants served by the centers;
- Harness new technologies and web-based applications to better serve participants and expand access to services;

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- Refocus the system on developing Career Pathways opportunities in high-demand employment sectors leading to living wage employment;
- Leverage strategic partnerships with education, employment training, and social service providers to provide more comprehensive services to program participants; and
- Increase service levels for vulnerable populations (e.g., Returning Veterans, Individuals with Disabilities, English Language Learners, Individuals Experiencing Homelessness, Mature/Older Workers, Re-entry Adults and Youth, and Non-Custodial Parents).

WSCs deliver high-quality integrated workforce services and implement sub-regional strategies in coordination with mandated partners and other key stakeholders.

Shared Services

The parties to this MOU will collaborate to provide physical and/or electronic access to shared customers and, for enrolled services, to Adults and Dislocated Workers and Youth, either by referral from a partner agency or by a customer's own initiative.

WSCs are a central point of entry to employment and training programs for any individual, without regard to eligibility; for information on job vacancies, career options, financial aid, employment trends, and labor market information; and for workforce development services and programs provided by strategic partners.

The City of Los Angeles' Integrated Service Delivery design allows for the parties to this MOU to deliver shared and complementary services in collaboration with regional partners (see chart below) and service delivery providers designed to reach more job seekers. Sector-focused strategies will increase access to career technical education and career pathway programs to better prepare jobseekers for in-demand occupations in high growth industries.

In addition to services identified in chart below, Los Angeles Community College District will provide other activities detailed in Exhibit A.

Memorandum of Understanding Workforce Development System
July 1, 2016 through December 31, 2017

	WIOA Title I Adult	WIOA Title I Dislocated Worker	WIOA Title I Youth	WIOA Title II Adult Education	WIOA Title III Wagner-Peyser Act	Title I of Rehabilitation Act	Carl D. Perkins Career and Technical Education	Title V Older Americans	L.A. Job Corps	Native American Programs
Assess Skills and Needs; Eligibility; Intake; Orientation	X	X	X	X	X	X	X	X	X	X
Assist with Tuition/Fees	X	X	X							
Develop Curriculum/Programs	X	X	X	X		X	X	X	X	X
Deliver Training	X	X	X	X		X	X		X	X
Engage Employers	X	X	X	X	X	X	X	X	X	X
Identify Industry-Recognized Credentials	X	X	X			X	X	X	X	X
Provide Counseling (Academic/Personal/ Career)	X	X	X	X	X	X	X	X	X	X
Provide Case Management	X	X	X			X	X			X
Provide Informational Services	X	X	X	X	X	X	X	X	X	X
Provide Job Placement	X	X	X	X	X	X	X	X		
Provide Job Search Assistance	X	X	X	X	X	X	X	X	X	X
Provide Labor Market Information	X	X	X	X	X	X	X	X	X	X
Provide Support Services	X	X	X							
Provide Work-Based Learning Opportunities	X	X	X			X	X	X	X	X
Recruit and Make Referrals	X	X	X	X	X	X		X	X	X
Housing									X	

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	Migrant Seasonal Farmworkers	Veterans (JVSG)	Youth Build	Trade Adjustment Assistance Act	Community Services Block Grant	Housing and Urban Development	Unemployment Compensation	Second Chance	TANF
Assess Skills and Needs; Eligibility; Intake; Orientation	X	X	X	X	X	X		X	X
Assist with Tuition/Fees			X		X	X			
Develop Curriculum/Programs			X		X	X		X	X
Deliver Training			X		X			X	X
Engage Employers	X	X	X	X	X		X	X	X
Identify Industry-Recognized Credentials			X		X				
Provide Counseling (Academic/Personal/ Career)	X	X	X	X	X	X		X	X
Provide Case Management		X	X	X	X			X	X
Provide Informational Services	X	X	X	X	X	X	X	X	X
Provide Job Placement	X	X	X	X	X			X	
Provide Job Search Assistance	X	X		X	X	X		X	X
Provide Labor Market Information	X	X	X	X	X	X		X	X
Provide Support Services		X		X	X	X		X	X
Provide Work-Based Learning Opportunities			X		X			X	X
Recruit and Make Referrals	X	X	X	X	X	X		X	X
Housing									

Shared Business Services

In providing services to the entire City of Los Angeles, the parties to this MOU agree to collaborate to identify strategies and opportunities for regional and coordinated business engagement efforts that respond to industry and labor market needs.

Shared Customers

Shared customers include businesses and employers seeking assistance to find prepared and qualified candidates for current or future employment; and business and employers seeking to upskill existing employees (incumbent workers) for new positions, new equipment, new job requirements, and new industry standards, and to prevent or reduce layoffs or termination.

It also includes adult job seekers in search of pre-employment services, training for in-demand occupations, or those seeking a new career, including low-income individuals on public assistance, English Language Learners, basic skills deficient, unemployment insurance claimants, veterans and their eligible spouses, homeless, persons with disabilities, and formerly incarcerated individuals.

Dislocated Workers who need support and services to re-connect to employment or who need additional training and services for employment in new or emerging industry sectors, or a new career, are included.

Finally, youth, age 14-24 years, especially disconnected youth (those out of school and out of work), including foster youth and probation youth, are included.

Shared Costs

The parties to this MOU who are located in the City of Los Angeles WDS Centers agree to explore a fair and equitable cost sharing formula by March 1, 2017 to comply with the December 31, 2017 deadline for approval of an updated MOU. Cost Sharing Agreements for City-administered services will be negotiated through the EWDD. The parties will ensure that the shared costs, not excluding in-kind contributions, are supported by accurate data in accordance with local district and governing Local Board policies.

Referral of Shared Customers

The parties to this MOU may manage referrals through, but not limited to, the following methods:

- Training/co-training of designated staff
- Use of the City's JobsLA and the state's CalJobsSM system
- A portal listing the respective programs and contacts for each WDS partner

Access for Individuals with Barriers to Employment

The City's WDS is an access point to workforce development, education and training programs for individuals with barriers to employment. Accordingly, the parties to this MOU agree to ensure that all sites where workforce development services are delivered are accessible by transportation. Individuals with barriers to employment include: low-income, individuals on public assistance, English Language Learners, basic skills deficient, unemployment insurance claimants, Veterans and their eligible spouses, homeless, foster youth, probation youth, persons with disabilities, re-entry, and Prop 47 beneficiaries with reclassified sentences.

100% of WIOA Youth funding is dedicated to older, disconnected, out-of-school youth. WIOA Youth services are integrated with WIOA Adult services, allowing youth ages 18-24 to have access to a continuum of services and support from both the adult and youth programs, as appropriate and allowable.

Created in 2013, the City of Los Angeles Mayor's Office of Veteran's Affairs works collaboratively with government agencies and community-based organizations to advocate for and coordinate services for veterans in Los Angeles. The Mayor's Military Veteran Advisory Council (MVAC) advises Mayor Garcetti's administration on issues affecting the military community. The MVAC works to enhance the well-being of the Los Angeles veteran community by advising the Mayor and the City Council on emerging policies and programs. The MVAC is an initiative of the Mayor's Office of Veterans Affairs, created by the Mayor to address the needs of the veterans' community in Los Angeles, home to the highest concentration of veterans in the country. The office is working to coordinate resources with a variety of stakeholders to support veterans in Los Angeles and seek strategies to mitigate the potential for long-term unemployment, instability and homelessness.

The Mayor's Office of Reentry was created in 2015 to assist in the formulation of policies and programs that support formerly incarcerated individuals finding stability, resources, employment, housing and reunification with their families, thereby reversing the cycle of long-term unemployment, instability and displacement. This position will serve as a resource convener and a collaborator for a variety of stakeholders to address the short- and long-term needs of Los Angeles' formerly incarcerated population. The office serves a vital role in policy advocacy and program development to create, support and influence programs and policies aligned with the Mayor's priorities and "back to basics" outcomes.

The parties to this MOU agree to identify new and innovative access points to increase access for individuals with barriers to employment such as, but not limited to, libraries, community colleges, adult schools, literacy programs, parks, and community centers.

The parties also agree to identify, lead, and participate in training and cross-training designed to increase awareness and understanding of individuals with barriers to employment.

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, the parties to this MOU agree to the following:

- Compliance with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate requirements.

Memorandum of Understanding Workforce Development System
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- Commitment to sharing information on shared customers and shared services to the extent allowable under relevant governing legislation and confidentiality requirements.
- Maintenance of records of WDS customers or partners (e.g., applications, eligibility and referral records, individual records related to services provided under this MOU in the strictest confidence and use of them solely for purposes directly related to such services).
- Development of technological enhancements that allow the appropriate interface of common information needs.
- Commitment to the provision of system security as agreed upon by all partners.

The City will maximize appropriate features of the JobsLA and the state's CalJobsSM system to implement data and demand-driven initiatives to improve employment outcomes for high-growth industries and priority populations. CalJOBS is a State system, and access will be increased from WDS centers and libraries to allow participants to gain access to information about the local labor market, in-demand occupations, and employment opportunities.

The parties to this MOU agree to adhere to Department of Labor requirements in the handling and protection of all protected Personally Identifiable Information (PII). Protected PII is information that, if disclosed, could result in harm to the individual whose name or identity is linked to that information. Examples of protected PII include, but are not limited to, social security numbers, credit card numbers, bank account numbers, home telephone numbers, age, birthdate, marital status, spouse's name, educational history, biometric identifiers (fingerprints, voiceprints, iris scans, etc.), medical history, financial information, and computer passwords.

All the parties to this MOU agree to designate staff to attend and receive training on shared technology and system security, and to sign an acknowledgment of responsibility in regards to DOL Funded data systems and protected PII. See also City of Los Angeles WDS Directive # 16-03.

Confidentiality

The parties to this MOU agree to the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, will be confidential and will not be open to examination for any purpose not directly connected with the delivery of such services.
- The WDS partner agrees to abide by the current confidentiality provisions of the respective statutes to which WDS operators and other WDS partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The WDS 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to WDS applicants, participants, or customers unless a specific release is voluntarily signed by the participant or customer.

- 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

The parties to this MOU will not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment or WDS applicant due to gender, race, color, ancestry, religion, national origin, English proficiency, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status.

The parties to this MOU will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibit discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

The parties to this MOU will commit to capacity building, professional development, and cross-training for staff to increase awareness, sensitivity, and understanding of individuals with barriers to employment and individuals with disabilities.

The parties to this MOU will abide by the existing policies of the Local Board on Non-discrimination and Equal Opportunity and on Reasonable Accommodation. These policies are published on the City's website.

The parties also agree to post the following in highly visible locations: Non-discrimination; Equal Opportunity Policies and Procedures; Equal Opportunity is the LAW Posting; and Grievance and Complaint Procedures posters in English and Spanish to any interested parties and members of the public.

The WDS partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

Grievances and Complaints Procedure

The parties to this MOU agree to abide by grievance procedures as outlined in WIOA and in the operational procedures of all partners under federal, state, county and local jurisdictions. See City of Los Angeles WDS Directive #16-10.

All WDS customers have the right to file a grievance or complaint with the WDS Operator or with EWDD. The grievance/complaint must be filed within one year of the alleged violation. Participants have the right to receive technical assistance to ensure that complaints are properly filed. Such technical assistance includes providing instructions on how to file a grievance/complaint.

Americans with Disabilities Act, Seismic and Amendments Compliance

The parties to this MOU agree to ensure that the policies and procedures as well as the programs and services provided at WDS centers are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with 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, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

Memorandum of Understanding Workforce Development System
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The parties also agree that all WDS sites will comply with California ADA and seismic certification requirements.

Effective Dates and Term of the MOU

The term of this MOU will be from July 1, 2016 through December 31, 2017.

Modifications and Revisions

This MOU constitutes the entire agreement between the parties hereto and no oral understanding not incorporated herein will be binding on any of the parties. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties hereto by the issuance of a written amendment, signed and dated by the parties.

Termination

The parties to this MOU understand that implementation of the WDS 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 in which different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more of the parties to cease being a part of this MOU, said entity will notify the other parties to this MOU in writing 30 days in advance of that intention.

Administration and Operations Management

The parties to this MOU agree that the day-to-day supervision of any staff assigned to the WDS centers will be the responsibility of the site supervisor(s). The original employer of staff assigned to the WDS centers will continue to set the priorities of its staff. Any change of work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The parties to this MOU further agree that the office hours for any staff at WDS centers 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 host agency at the beginning of the fiscal year. Disciplinary actions may result in removal of co-located staff from the WDS centers, and each party will take appropriate action.

Dispute Resolution

The parties to this MOU 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 will be referred to the management staff of the respective staff employer for discussion and resolution. Should informal efforts at resolution fail, either party may file a formal grievance in accordance with the City's grievance procedures. All of the parties to this MOU agree to be bound by the final determination resulting from that proceeding.

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 WDS centers for the sole purpose of conducting acceptable WDS services as outlined herein.

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 WSC and YSC logos. This also includes letterhead, envelopes, business cards, any written correspondence, fax transmittals, and marketing tools as it relates to activities under this MOU.

Hold Harmless/Indemnification/Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party to this MOU 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 that 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 that 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 will survive the termination of this MOU.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU will remain in force.

Memorandum of Understanding Workforce Development System
July 1, 2016 through December 31, 2017

Authority and Signature

The individuals signing below have the authority to commit the party he/she represents to the terms of this MOU.

CHARLES WOO, Board Chair *Charles Woo* 2/15/2017

Printed Name

Signature

Date

Development Board City of Los Angeles

James B. Watson, Contracts Manager *James B. Watson* 2-7-2017

Printed Name, Title

Signature

Date

Los Angeles Community College District

Memorandum of Understanding Workforce Development System
July 1, 2016 through December 31, 2017

Exhibit A

Responsibilities of the WorkSource Center Partners

Partner: Los Angeles Community College District

Primary Contact: Angelica Ramirez, Asst. Dean, Academic Affairs

Phone: 323-953-4000 ext. 2588 Email: ramirea@lacitycollege.edu

Secondary Contact (Name, Title): _____

Phone: _____ Email: _____

City of Los Angeles, Economic & Workforce Development Department Contacts

Robert Sainz, Assistant General Manager - 213-744-7396 robert.sainz@lacity.org

Jaime Pacheco-Orozco - 213-744-7124 jaime.pacheco-orozco@lacity.org

Gerardo Ruvalcaba - 213-744-7233 gerardo.ruvalcaba@lacity.org

The partner agrees to participate in:

1. Joint planning and regional plan development activities on behalf of the Los Angeles Workforce System.
2. A minimum of two (2) capacity building and staff development activities in order to ensure that all partners are adequately cross-trained.
3. Sharing of data and technology to the greatest extent allowable under their governing legislation and confidentiality requirements.

Other activities: (If Applicable)

- 1.

NO	REGIONAL PLANNING AREA	WSC CENTER	LACCD PARTNER	CAMPUS	ON SITE PARTNERS	REGIONAL SERVICES	SECTOR FOCUS	EDD STAFF		PERFORMANCE				FUNDING		
								Current	Proposed	WP Target	WIOA		TOTAL	Adult	DW	Total
											Adult	DW				
1	West Valley	Canoga Park WorkSource Operated by Author/Rescare	Pierce College LA Valley College	DOR Salvation Army		Sector Training Veterans Disability	Advanced Manufacturing Healthcare	20.0	20.0	2,500	439	1,241	289,621	762,179	1,031,800	
2	North Valley	Pacolina WorkSource Operated by YPI Operated by YPI	Mission College LA Valley College	Aging DOR		Sector Training Veterans	Finance Healthcare	20.0	20.0	2,500	439	1,241	289,621	762,179	1,031,800	
3	West LA	West LA WorkSource Operated by JVS	West LA College	Vets DOR		Sector Training Older Workers Disability Veterans ESL	Security Financial	11.5	11.5	2,000	880	800	540,470	491,330	1,031,800	
4	South Los Angeles	Grenshaw WorkSource Operated by LAUL	Southwest College LATC	Vets DOR		Sector Training Re-Entry Veterans Disability ESL	Healthcare Hospitality	27.0	20.0	2,000	439	1,241	289,621	762,179	1,031,800	
5	Central Los Angeles	Hollywood WorkSource Operated by MCS	LA City College	DOR		Sector Training Veterans Disability ESL	Healthcare IT Security	2.0	7.0	1,000	880	800	540,470	491,330	1,031,800	
6	Harbor	Harbor WorkSource Operated by PGWIN	Harbor College	DFSS EDD DOR		Sector Training Veterans Disability ESL	Logistics Healthcare / IT	8.0	8.0	1,000	880	800	540,470	491,330	1,031,800	
7	Northwest Los Angeles	NEIA WorkSource Operated by Goodwill Industries	East Los Angeles College	DOR US Vets 5 Keys (Adult Ed)		Sector Training Veterans Disability Homeless	Advance Manufacturing Security Hospitality	2.0	6.0	1,000	880	800	540,470	491,330	1,031,800	

LACCD No. Y500-235399

NO.	REGIONAL PLANNING AREA	WSC CENTER	LACCD PARTNER CAMPUS	ON SITE PARTNERS	REGIONAL SERVICES	SECTOR FOCUS	EOD STAFF				PERFORMANCE				FUNDING			
							Current	Proposed	WP Target	Adult	DW	TOTAL	Adult	DW	TOTAL	Adult	DW	Total
8	Southeast Los Angeles	Southeast WorkSource Operated by WLCAC	Southwest College	FSC YSC	Sector Training Veterans Disability Homeless ESL	Construction Healthcare	2.0	6.0	1,000	880	800	2,680	540,470	497,330	\$ 1,031,800			
9	South Los Angeles 2	South LA WorkSource Operated by UAW	LA Trade Tech	DPSS 5 Keys (Adult ED)	Sector Training Re-Entry Veterans Disability Homeless ESL	Construction Advance Manufacturing	1.0	6.0	1,000	880	800	2,680	540,470	497,330	\$ 1,031,800			
10	Central LA 2	Mid Wilshire WorkSource Operated by CCD	City College LAVC	DPSS Aging 5 Keys (Adult ED) DOR	Sector Training Veterans Disability ESL	Logistics BioTech	3.0	6.0	1,000	880	800	2,680	540,470	497,330	\$ 1,031,800			
Sub Total Comprehensive Sites																		
11	West Valley	Chatsworth WorkSource Operated by Build Industries	Pierce College	DOR Aging	Disability Sector Training ESL / Adult Ed Older Workers	Logistics Healthcare	1.0	0.0	0	1,380	300	1,680	847,555	184,245	\$ 1,031,800			
12	East Valley	Sun Valley WorkSource Operated by El Proyecto del Barrio	Mission College	Aging DOR LAUSD	Re-Entry ESL Sector Training Older Workers	Logistics Healthcare	1.0	0.0	0	1,380	300	1,680	847,555	184,245	\$ 1,031,800			
13	South Los Angeles	West Adams WorkSource Operated by AADAP	West LA College	DOR Vets BSC	Disability Sector Training Homeless ESL / Adult Ed	Construction Security	0.3	0.0	0	1,380	300	1,680	847,555	184,245	\$ 1,031,800			
14	South Los Angeles	Vernon-Central / LATTC WorkSource	LATTC	DOR	Veterans	Construction	2.0	0.0	0	1,380	300	1,680	847,555	184,245	\$ 1,031,800			

LACCD No. K500215399

CITY OF LOS ANGELES
INTEGRATED SERVICE DELIVERY PARTNERSHIP

NO.	REGIONAL PLANNING AREA	WSC CENTER	LACCD PARTNER CAMPUS	ON-SITE PARTNERS	REGIONAL SERVICES	SECTOR FOCUS	EDD STAFF				PERFORMANCE				FUNDING												
							Current	Proposed	WP Target	Adult	DW	TOTAL	Adult	DW	TOTAL	Adult	DW	TOTAL									
																			110.5	15,000	17,137	11,423	43,560	10,525,031	7,015,559	17,540,600	
		Operated by CRCD	DPSS LACCD Aging		Re-Entry Homeless ESL/Adult Ed Disability	Hospitality																					
15	South Los Angeles	Watts / Los Angeles WorkSource Operated by HACLA	Southwest College Cerritos College DPSS		ESL / Adult Ed Homeless Re-Entry Veterans Disability	Construction Healthcare	0.0	0.0	0	1,380	300	1,680	847,555	184,245	1,031,800	847,555	184,245	1,031,800									
16	Central Los Angeles	Downtown / Pico Union WorkSource Operated by PACE	City College LACOE BSC DOR Central Library		ESL / Adult Ed Sector Training Disability Veterans Homeless	Healthcare Financial Services	2.0	0.0	0	1,380	300	1,680	847,555	184,245	1,031,800	847,555	184,245	1,031,800									
17	East Los Angeles	Boyle Heights WorkSource Center Operated by Arbor / Rescane	East LA College LATT ELA Skills Center		ESL Sector Training Homeless Services Re-Entry Disability	Healthcare Hospitality	0.0	0.0	0	1,380	300	1,680	847,555	184,245	1,031,800	847,555	184,245	1,031,800									
	Sub Total - Specialized Sites						6.3						6,932,882	1,289,718	7,222,600	6,932,882	1,289,718	7,222,600									
	Total - City of LA						102.8	110.5	15,000	17,137	11,423	43,560	10,525,031	7,015,559	17,540,600	10,525,031	7,015,559	17,540,600									

LACCD No. 4500235799



LOS ANGELES COMMUNITY COLLEGE DISTRICT
 770 Wilshire Boulevard
 Los Angeles, CA 90017

Contract

Bill To:

Los Angeles Community College District
 770 Wilshire Blvd. A/P 5th Fl.
 Los Angeles, CA 90017

Vendor Address

CITY OF LA ECONOMIC &
 WORKFORCE DEVELOPMENT DEPT
 1200 WEST 7th STREET, 6th FLOOR
 LOS ANGELES CA 90017
 (T)(213)744-7300

Service(s) To:

Los Angeles Community College District
 770 Wilshire Blvd., Receiving 2nd Fl.
 Los Angeles, CA 90017
 (213)-891-2000

Information

Contract Number 4500235399
Contract Amount \$ 0.00
Order Date 11/30/2016
Vendor Number 1017561
Payment Terms Payment Due Net 30 days
Requestor/Phone
Confirmed with JAN PERRY
Start date 07/01/2016
End date 12/31/2017

Contract # must be referenced on all correspondence.

Fund Center Comm Item Fund Center Comm Item

MEMORANDUM OF UNDERSTANDING

(see attached sixteen pages for contract details)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES WORKFORCE DEVELOPMENT BOARD
AND
LOS ANGELES WORKFORCE DEVELOPMENT SYSTEM
STRATEGIC PARTNERS**

Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) is developed and executed between the Local Workforce Development Board (Local Board) and the partners of the America's Job Centers of California (AJCC) to establish an agreement concerning the operations of the AJCC delivery system.

The City of Los Angeles (City) designates its America's Job Centers of California locally as WorkSource Centers (WSC). In addition, the City funds separate centers under the designation YouthSource Centers (YSC) that serve youth and young adults from the ages of 14 through 24 years old.

Pursuant to the California Employment Development Department (EDD) Directive WSD15-12, *WIOA Memorandums of Understanding*, the purpose of this MOU is to establish a cooperative working relationship among the parties identified herein, and to define their respective roles and responsibilities related to shared customers and shared services. This MOU also serves to establish the framework for providing shared services to employers, incumbent workers, job seekers and others needing workforce development services.

WorkSource Centers are the cornerstone of the Los Angeles Workforce Development System (WDS). The WDS strategic partners are jointly responsible for workforce and economic development, educational, and other human service programs. Therefore, the WDS is tasked with developing partnerships and providing programs and services to achieve three main goals established by the California Workforce Development Strategic Plan:

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

These goals will be accomplished by ensuring access to a full range of high-quality, workforce development services in the community for all customers who are seeking:

- Employment
- Basic educational or occupational skills
- A post-secondary certificate or degree
- Guidance making career choices
- Skilled workers

The Local Board and its strategic partners are committed to advancing the achievement of the *Los Angeles City Regional Strategic Workforce Plan* under WIOA for the benefit of businesses, employers and jobseekers of the City.

Vision

The City's WDS will provide improved performance, more coordinated access to services, and accountability of workforce development service delivery. The vision for the WDS is that all customers of the system will be served by staff, irrespective of program or funding source, through a customer-focused, skill-based, integrated service delivery strategy.

The City's WDS will provide integrated services to better serve both job seekers and employers. This system will rely on cross-trained employees (Wagner-Peyser, WIOA Title I, and other partners, as appropriate) to provide services based on individual customer needs.

Mission

To develop, deliver and promote best-in-class economic and workforce services to generate, sustain and grow individual, business and community prosperity in the City of Los Angeles.

Goals

The Local Board is responsible for policy guidance of the workforce development system administered through the EWDD. The Local Board's goals include:

- The creation of a sustainable balance between the employment needs of job seekers and the needs of employers for skilled workers;
- Supporting economic expansion;
- Developing the talent of the workforce; and
- Ensuring a self-sufficient, diverse workforce in the City.

The Annual Plan supports the goals of WIOA, the Mayor, State, and the Local Board in the design of programs, the establishment of policies, and the allocation of funds.

The following are goals shared by the parties to this MOU:

- Develop industry-driven career pathways that prepare people for in-demand occupations in high growth industry sectors based on annual review of economic intelligence and labor market information.
- Support system alignment, service integration, and continuous improvement using data to support evidence-based decision-making.
- Strengthen communication, coordination, and decision-making between regional partners to meet labor market needs.
- Enhance existing networks between education, business and industry representatives, labor and other regional workforce development partners to develop new and align existing programs and services with regional and industry needs.

- Support the development and continued collaboration between regional workforce and economic development networks in the Los Angeles region to address workforce education and training priorities.
- Develop regional leadership and operational partnerships among community college, industry, labor, and other workforce and economic development entities to strengthen coordination and to improve the delivery of services.
- Increase the number of youth and adults who obtain marketable and industry-recognized middle skill credentials, with a priority on unemployed, underemployed, low-skilled, low-income, recipients of public assistance, English Language Learners, veterans, individuals with disabilities, foster youth, reentry and other high-priority, at-risk populations.
- Increase the scope and breadth of opportunities for youth, especially low-income, at-risk, disconnected, and out-of-school youth, and those from low-income communities who graduate prepared for postsecondary vocational training, post-secondary education, and/or a career.

Values

The following are values shared by the parties to this MOU:

Accountability

We accept individual responsibility for the quality of service provided to customers and the overall success of the system. We strive to make our practices transparent and to make our reports accessible to foster a system of shared accountability.

Collaboration

We work constructively together to better align, integrate, and coordinate the delivery of services. We recognize the importance of meaningful cooperation and compromise in ensuring the vitality and success of the system as a whole.

Excellence

We are committed to excellence and continuous improvement in all aspects of our individual and collective work. We are dedicated to providing all customers with an exemplary level of service that meets their diverse and unique needs.

Innovation

We strive to develop and adopt new strategies and methods to add value for our customers and our communities. We incorporate new tools and technologies into our work to facilitate communication, data sharing, and to streamline the delivery of services.

Partnership

We acknowledge the synergy produced from working together as true partners to operate the City of Los Angeles WDS. We foster shared leadership and strive to build consensus to structure and oversee a system that reflects our shared goals.

Responsiveness

We aspire to operate a system that constantly seeks feedback from customers and stakeholders to stay ahead of economic and workforce development trends to deliver valuable and cutting-edge services.

Respect

We recognize and appreciate the diversity of our customers and their unique needs, particularly for individuals who face barriers to employment. We are committed to treating all individuals with courtesy, dignity, and respect.

The Parties

- WIOA Title I Adult, Dislocated Worker, Youth: City of Los Angeles Economic and Workforce Development Department and the County of Los Angeles Community and Senior Services
- WIOA Title II Adult Education and Literacy: Los Angeles Unified School District and Los Angeles Community College District
- WIOA Title III Wagner-Peyser: California Employment Development Department
- WIOA Title IV Vocational Rehabilitation: California Department of Rehabilitation
- Migrant Seasonal Farmworkers: California Employment Development Department
- Veterans (JVSG): California Employment Development Department
- Trade Adjustment Assistance Act: California Employment Development Department
- Unemployment Compensation (Insurance): California Employment Development Department
- Carl Perkins Career Technical Education: Los Angeles Community College District
- Los Angeles Job Corps: Department of Labor operated in Los Angeles City by YWCA Greater Los Angeles
- Native American Programs: Department of Labor operated in the City of Los Angeles by Southern California Indian Center, Inc.
- Youth Build: Department of Labor operated in the City of Los Angeles by Youth Policy Institute
- Second Chance: County of Los Angeles Probation Department
- Temporary Assistance to Needy Families: County of Los Angeles Department of Public Social Services
- Senior Community Services Employment Program (Title V Older Americans Act): City of Los Angeles Department of Aging
- Community Services Block Grant: City of Los Angeles Housing and Community Investment Department

- Community Development Block Grant (Housing and Urban Development): City of Los Angeles Housing and Community Investment Department and City of Los Angeles Economic and Workforce Development Department

Responsibility of the WDS Partners

The parties to this MOU agree to participate in joint planning, coordination and evaluation of WDS activities to serve shared customers and deliver shared services, as appropriate, in order to:

- Identify opportunities to participate in and enhance the operation of the WDS system
- Ensure accessibility of services
- Coordinate outreach, assistance and referrals for shared customers
- Identify and coordinate applicable service(s) available to shared customers through the one-stop delivery system
- Identify and coordinate allowable collection, reporting and sharing of performance data
- Share, review, and interpret common labor market information, economic intelligence, and occupational data
- Identify, lead and support capacity-building training and professional development activities to increase awareness of the unique requirements and needs of shared customers and priority populations.
- Ensure compliance with state and federal requirements

Workforce Development System Design

As the City's administrative and fiscal entity of federal, state and local workforce development grant funds, the EWDD manages the City's WDS and promotes public and private investments in workforce development activities. The EWDD receives these funds to administer the workforce programs operated by the WDS service providers. In addition to these public resources, the EWDD also receives funds from private entities and philanthropic organizations.

The EWDD manages a network of service providers comprised of 17 WorkSource Centers and 16 YouthSource Centers. These centers are located strategically throughout the City, where they provide diverse workforce development services for City residents and businesses. The WDS also includes a network of partners that are committed to improving the employment and educational outcomes for its customers. These partners include multiple City departments, State agencies, local educational institutions, chambers of commerce, economic development agencies, businesses, local veteran organizations, and labor organizations, among others.

In PY 2014-15, the City launched an improved Workforce Development System for Adults and Dislocated Workers by implementing the following five key innovations, all of which anticipated and are in alignment with recent WIOA legislation:

- Implement an Integrated Service Delivery Model that will enable WSC to enroll all eligible participants, thereby significantly increasing the number of participants served by the centers;
- Harness new technologies and web-based applications to better serve participants and expand access to services;

- Refocus the system on developing Career Pathways opportunities in high-demand employment sectors leading to living wage employment;
- Leverage strategic partnerships with education, employment training, and social service providers to provide more comprehensive services to program participants; and
- Increase service levels for vulnerable populations (e.g., Returning Veterans, Individuals with Disabilities, English Language Learners, Individuals Experiencing Homelessness, Mature/Older Workers, Re-entry Adults and Youth, and Non-Custodial Parents).

WSCs deliver high-quality integrated workforce services and implement sub-regional strategies in coordination with mandated partners and other key stakeholders.

Shared Services

The parties to this MOU will collaborate to provide physical and/or electronic access to shared customers and, for enrolled services, to Adults and Dislocated Workers and Youth, either by referral from a partner agency or by a customer's own initiative.

WSCs are a central point of entry to employment and training programs for any individual, without regard to eligibility; for information on job vacancies, career options, financial aid, employment trends, and labor market information; and for workforce development services and programs provided by strategic partners.

The City of Los Angeles' Integrated Service Delivery design allows for the parties to this MOU to deliver shared and complementary services in collaboration with regional partners (see chart below) and service delivery providers designed to reach more job seekers. Sector-focused strategies will increase access to career technical education and career pathway programs to better prepare jobseekers for in-demand occupations in high growth industries.

In addition to services identified in chart below, partner agencies are expected to provide other specific activities detailed in Exhibit A.

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	WIOA Title I Adult	WIOA Title I Dislocated Worker	WIOA Title I Youth	WIOA Title II Adult Education	WIOA Title III Wagner-Peyer Act	Title I of Rehabilitation Act	Carl D. Perkins Career and Technical Education	Title V Older Americans	L.A. Job Corps	Native American Programs
Assess Skills and Needs; Eligibility; Intake; Orientation	X	X	X	X	X	X	X	X	X	X
Assist with Tuition/Fees	X	X	X							
Develop Curriculum/Programs	X	X	X	X		X	X	X	X	X
Deliver Training	X	X	X	X		X	X		X	X
Engage Employers	X	X	X	X	X	X	X	X	X	X
Identify Industry-Recognized Credentials	X	X	X			X	X	X	X	X
Provide Counseling (Academic/Personal/Career)	X	X	X	X	X	X	X	X	X	X
Provide Case Management	X	X	X			X	X			X
Provide Informational Services	X	X	X	X	X	X	X	X	X	X
Provide Job Placement	X	X	X	X	X	X	X	X		
Provide Job Search Assistance	X	X	X	X	X	X	X	X	X	X
Provide Labor Market Information	X	X	X	X	X	X	X	X	X	X
Provide Support Services	X	X	X							
Provide Work-Based Learning Opportunities	X	X	X			X	X	X	X	X
Recruit and Make Referrals	X	X	X	X	X	X		X	X	X
Housing									X	

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	Migrant Seasonal Farmworkers	Veterans (JVSG)	Youth Build	Trade Adjustment Assistance Act	Community Services Block Grant	Housing and Urban Development	Unemployment Compensation	Second Chance	TANF
Assess Skills and Needs; Eligibility; Intake; Orientation	X	X	X	X	X	X		X	X
Assist with Tuition/Fees			X		X	X			
Develop Curriculum/Programs			X		X	X		X	X
Deliver Training			X		X			X	X
Engage Employers	X	X	X	X	X		X	X	X
Identify Industry-Recognized Credentials			X		X				
Provide Counseling (Academic/Personal/ Career)	X	X	X	X	X	X		X	X
Provide Case Management		X	X	X	X			X	X
Provide Informational Services	X	X	X	X	X	X	X	X	X
Provide Job Placement	X	X	X	X	X			X	
Provide Job Search Assistance	X	X		X	X	X		X	X
Provide Labor Market Information	X	X	X	X	X	X		X	X
Provide Support Services		X		X	X	X		X	X
Provide Work-Based Learning Opportunities			X		X			X	X
Recruit and Make Referrals	X	X	X	X	X	X		X	X
Housing									

Shared Business Services

In providing services to the entire City of Los Angeles, the parties to this MOU agree to collaborate to identify strategies and opportunities for regional and coordinated business engagement efforts that respond to industry and labor market needs.

Shared Customers

Shared customers include businesses and employers seeking assistance to find prepared and qualified candidates for current or future employment; and business and employers seeking to upskill existing employees (incumbent workers) for new positions, new equipment, new job requirements, and new industry standards, and to prevent or reduce layoffs or termination.

It also includes adult job seekers in search of pre-employment services, training for in-demand occupations, or those seeking a new career, including low-income individuals on public assistance, English Language Learners, basic skills deficient, unemployment insurance claimants, veterans and their eligible spouses, homeless, persons with disabilities, and formerly incarcerated individuals.

Dislocated Workers who need support and services to re-connect to employment or who need additional training and services for employment in new or emerging industry sectors, or a new career, are included.

Finally, youth, age 14-24 years, especially disconnected youth (those out of school and out of work), including foster youth and probation youth, are included.

Shared Costs

The parties to this MOU who are located in the City of Los Angeles WDS Centers agree to explore a fair and equitable cost sharing formula by March 1, 2017 to comply with the December 31, 2017 deadline for approval of an updated MOU. Cost Sharing Agreements for City-administered services will be negotiated through the EWDD. The parties will ensure that the shared costs, not excluding in-kind contributions, are supported by accurate data in accordance with local district and governing Local Board policies.

Referral of Shared Customers

The parties to this MOU may manage referrals through, but not limited to, the following methods:

- Training/co-training of designated staff
- Use of the City's JobsLA and the state's CalJobsSM system
- A portal listing the respective programs and contacts for each WDS partner

Access for Individuals with Barriers to Employment

The City's WDS is an access point to workforce development, education and training programs for individuals with barriers to employment. Accordingly, the parties to this MOU agree to ensure that all sites where workforce development services are delivered are accessible by transportation. Individuals with barriers to employment include: low-income, individuals on public assistance, English Language Learners, basic skills deficient, unemployment insurance claimants, Veterans and their eligible spouses, homeless, foster youth, probation youth, persons with disabilities, re-entry, and Prop 47 beneficiaries with reclassified sentences.

100% of WIOA Youth funding is dedicated to older, disconnected, out-of-school youth. WIOA Youth services are integrated with WIOA Adult services, allowing youth ages 18-24 to have access to a continuum of services and support from both the adult and youth programs, as appropriate and allowable.

Created in 2013, the City of Los Angeles Mayor's Office of Veteran's Affairs works collaboratively with government agencies and community-based organizations to advocate for and coordinate services for veterans in Los Angeles. The Mayor's Military Veteran Advisory Council (MVAC) advises Mayor Garcetti's administration on issues affecting the military community. The MVAC works to enhance the well-being of the Los Angeles veteran community by advising the Mayor and the City Council on emerging policies and programs. The MVAC is an initiative of the Mayor's Office of Veterans Affairs, created by the Mayor to address the needs of the veterans' community in Los Angeles, home to the highest concentration of veterans in the country. The office is working to coordinate resources with a variety of stakeholders to support veterans in Los Angeles and seek strategies to mitigate the potential for long-term unemployment, instability and homelessness.

The Mayor's Office of Reentry was created in 2015 to assist in the formulation of policies and programs that support formerly incarcerated individuals finding stability, resources, employment, housing and reunification with their families, thereby reversing the cycle of long-term unemployment, instability and displacement. This position will serve as a resource convener and a collaborator for a variety of stakeholders to address the short- and long-term needs of Los Angeles' formerly incarcerated population. The office serves a vital role in policy advocacy and program development to create, support and influence programs and policies aligned with the Mayor's priorities and "back to basics" outcomes.

The parties to this MOU agree to identify new and innovative access points to increase access for individuals with barriers to employment such as, but not limited to, libraries, community colleges, adult schools, literacy programs, parks, and community centers.

The parties also agree to identify, lead, and participate in training and cross-training designed to increase awareness and understanding of individuals with barriers to employment.

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, the parties to this MOU agree to the following:

- Compliance with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate requirements.

- Commitment to sharing information on shared customers and shared services to the extent allowable under relevant governing legislation and confidentiality requirements.
- Maintenance of records of WDS customers or partners (e.g., applications, eligibility and referral records, individual records related to services provided under this MOU in the strictest confidence and use of them solely for purposes directly related to such services).
- Development of technological enhancements that allow the appropriate interface of common information needs.
- Commitment to the provision of system security as agreed upon by all partners.

The City will maximize appropriate features of the JobsLA and the state's CalJobsSM system to implement data and demand-driven initiatives to improve employment outcomes for high-growth industries and priority populations. CalJOBS is a State system, and access will be increased from WDS centers and libraries to allow participants to gain access to information about the local labor market, in-demand occupations, and employment opportunities.

The parties to this MOU agree to adhere to Department of Labor requirements in the handling and protection of all protected Personally Identifiable Information (PII). Protected PII is information that, if disclosed, could result in harm to the individual whose name or identity is linked to that information. Examples of protected PII include, but are not limited to, social security numbers, credit card numbers, bank account numbers, home telephone numbers, age, birthdate, marital status, spouse's name, educational history, biometric identifiers (fingerprints, voiceprints, iris scans, etc.), medical history, financial information, and computer passwords.

All the parties to this MOU agree to designate staff to attend and receive training on shared technology and system security, and to sign an acknowledgment of responsibility in regards to DOL Funded data systems and protected PII. See also City of Los Angeles WDS Directive # 16-03.

Confidentiality

The parties to this MOU agree to the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, will be confidential and will not be open to examination for any purpose not directly connected with the delivery of such services.
- The WDS partner agrees to abide by the current confidentiality provisions of the respective statutes to which WDS operators and other WDS partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The WDS 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.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to WDS applicants, participants, or customers unless a specific release is voluntarily signed by the participant or customer.

- 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

The parties to this MOU will not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment or WDS applicant due to gender, race, color, ancestry, religion, national origin, English proficiency, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status.

The parties to this MOU will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibit discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

The parties to this MOU will commit to capacity building, professional development, and cross-training for staff to increase awareness, sensitivity, and understanding of individuals with barriers to employment and individuals with disabilities.

The parties to this MOU will abide by the existing policies of the Local Board on Non-discrimination and Equal Opportunity and on Reasonable Accommodation. These policies are published on the City's website.

The parties also agree to post the following in highly visible locations: Non-discrimination; Equal Opportunity Policies and Procedures; Equal Opportunity is the LAW Posting; and Grievance and Complaint Procedures posters in English and Spanish to any interested parties and members of the public.

The WDS partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

Grievances and Complaints Procedure

The parties to this MOU agree to abide by grievance procedures as outlined in WIOA and in the operational procedures of all partners under federal, state, county and local jurisdictions. See City of Los Angeles WDS Directive #16-10.

All WDS customers have the right to file a grievance or complaint with the WDS Operator or with EWDD. The grievance/complaint must be filed within one year of the alleged violation. Participants have the right to receive technical assistance to ensure that complaints are properly filed. Such technical assistance includes providing instructions on how to file a grievance/complaint.

Americans with Disabilities Act, Seismic and Amendments Compliance

The parties to this MOU agree to ensure that the policies and procedures as well as the programs and services provided at WDS centers are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with 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, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

The parties also agree that all WDS sites will comply with California ADA and seismic certification requirements.

Effective Dates and Term of the MOU

The term of this MOU will be from July 1, 2016 through December 31, 2017.

Modifications and Revisions

This MOU constitutes the entire agreement between the parties hereto and no oral understanding not incorporated herein will be binding on any of the parties. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties hereto by the issuance of a written amendment, signed and dated by the parties.

Termination

The parties to this MOU understand that implementation of the WDS 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 in which different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more of the parties to cease being a part of this MOU, said entity will notify the other parties to this MOU in writing 30 days in advance of that intention.

Administration and Operations Management

The parties to this MOU agree that the day-to-day supervision of any staff assigned to the WDS centers will be the responsibility of the site supervisor(s). The original employer of staff assigned to the WDS centers will continue to set the priorities of its staff. Any change of work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The parties to this MOU further agree that the office hours for any staff at WDS centers 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 host agency at the beginning of the fiscal year. Disciplinary actions may result in removal of co-located staff from the WDS centers, and each party will take appropriate action.

Dispute Resolution

The parties to this MOU 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 will be referred to the management staff of the respective staff employer for discussion and resolution. Should informal efforts at resolution fail, either party may file a formal grievance in accordance with the City's grievance procedures. All of the parties to this MOU agree to be bound by the final determination resulting from that proceeding.

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 WDS centers for the sole purpose of conducting acceptable WDS services as outlined herein.

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 WSC and YSC logos. This also includes letterhead, envelopes, business cards, any written correspondence, fax transmittals, and marketing tools as it relates to activities under this MOU.

Hold Harmless/Indemnification/Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party to this MOU 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 that 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 that 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 will survive the termination of this MOU.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU will remain in force.



Memorandum of Understanding Workforce Development System
July 1, 2016 through December 31, 2017

Authority and Signature

The individual signing below has the authority to commit the party he/she represents to the terms of this MOU.

Charles Woo
CHARLES WOO, Board Chair *Oct. 19, 2016*

Printed Name Signature Date

Workforce Development Board City of Los Angeles

B.D. Trenbeth *9-27-16*

Signature Date

Bruce Trenbeth
Contract Administration Manager
Procurement Services Division

Exhibit A

Responsibilities of the WorkSource Center Partner

Partner: **Los Angeles Unified School District**

Primary Contact: **Joseph Stark, Executive Director of Adult Education**

Phone: (213) 241-3150 Email: joseph.stark@lausd.net

Secondary Contact (Name, Title): **Laura Chardiet, WIOA Specialist**

Phone: (213)241-3830 Email: laura.chardiet@lausd.net

City of Los Angeles, Economic & Workforce Development Department

Robert Sainz, Assistant General Manager - 213-744-7396 robert.sainz@lacity.org

Jaime Pacheco-Orozco - 213-744-7124 jaime.pacheco-orozco@lacity.org

Gerardo Ruvalcaba - 213-744-7233 gerardo.ruvalcaba@lacity.org

The partner agrees to participate in:

1. Joint planning and regional plan development activities on behalf of the Los Angeles Workforce System.
2. A minimum of two (2) capacity building and staff development activities in order to ensure that all partners are adequately cross-trained.
3. Sharing of data and technology to the greatest extent allowable under their governing legislation and confidentiality requirements.
4. Contracting with EWDD to provide a minimum of three (3) FTE (30 hours) at jointly agreed upon WorkSource Center sites. A separate agreement will be executed to define specific services to be provided.
5. The coordination of DACE program services with available WorkSource Center services.

List other activities: (If applicable)