

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
AMERICA'S JOB CENTER OF CALIFORNIA ONE-STOP SYSTEM
OF THE COUNTY OF SAN LUIS OBISPO, CALIFORNIA
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN**

**PARTNERS OF THE AMERICA'S JOB CENTER OF CALIFORNIA ONE-STOP SYSTEM FOR THE
COUNTY OF SAN LUIS OBISPO, CALIFORNIA**

- **SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES** (WIOA Title I Adult, Dislocated Worker, and Youth and Temporary Assistance for Needy Families/CalWORKs)
- **CUESTA COLLEGE** (WIOA Title II Adult Education and Literacy and Carl Perkins Career Technical Education)
- **CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT** (WIOA Title III Wagner-Peyser, Trade Adjustment Assistance Act, Veterans and Unemployment Compensation)
- **CALIFORNIA DEPARTMENT OF REHABILITATION** (WIOA Title IV Vocational Rehabilitation)
- **ASOCIACION NACIONAL PRO PERSONAS MAYORES** (Title V Older Americans Act)
- **CENTER FOR EMPLOYMENT TRAINING** (Migrant Seasonal Farm workers and Community Services Block Grant)
- **HOUSING AUTHORITY OF SAN LUIS OBISPO COUNTY** (Housing & Urban Development, Family Self-Sufficiency Program)
- **LUCIA MAR UNIFIED SCHOOL DISTRICT** (WIOA Title II Adult Education and Literacy)
- **SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT** (WIOA Title II Adult Education and Literacy)
- **SOUTHERN CALIFORNIA AMERICAN INDIAN RESOURCE CENTER (SCAIR), INC.** (Native American Programs)

AND

**WORKFORCE DEVELOPMENT BOARD (WDB)
OF THE COUNTY OF SAN LUIS OBISPO, CALIFORNIA**

AND

**COUNTY OF SAN LUIS OBISPO
BOARD OF SUPERVISORS (CLEO)**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MOU”) is entered into by and between the Workforce Development Board of San Luis Obispo County (hereinafter referred to as WDB), the County of San Luis Obispo Board of Supervisors as the Chief Local Elected Official (hereinafter referred to as CLEO) and the America’s Jobs Center of California (AJCC) One-Stop Partners (hereinafter referred to as “Partners”) as required under the Workforce and Innovation Act (WIOA), Section 121(a)(1).

WHEREAS, The Workforce Development Board (WDB) of San Luis Obispo County is an existing Board established for the purposes of creating a one-stop system of workforce services under WIOA; and

WHEREAS, The WDB, Partners, and CLEO are responsible for creating a one-stop system and fostering cooperative working relationships between the Partners to operate as the America’s Job Center of California (AJCC), as a “single service delivery system”,

WHEREAS, The WDB, Partners, and CLEO entered into a memorandum of understanding in June 2016 (MOU) under which the parties agreed to work together to create a one-stop system of workforce services under WIOA; and

WHEREAS, The WDB, Partners, and CLEO amended the MOU to add a Phase II to the MOU, to reflect agreement by the parties as to how infrastructure costs will be shared.

NOW, THEREFORE, the parties mutually agree this MOU shall serve as the framework for providing services to employers, employees, job seekers and others needing workforce services in San Luis Obispo County and agree to the following terms and conditions:

Preamble/Purpose of MOU

The Workforce Innovation and Opportunity Act (WIOA) requires that a MOU be developed and executed between the Local Board and the America’s Job Center of CaliforniaSM (AJCC) partners to establish an agreement concerning the operations of the AJCC delivery system. The purpose of the MOU, is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

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

- Foster demand-driven skills attainment
 - Aligning program content with regional industry sector needs to develop a skilled workforce with the ability to compete in a global economy
- Enable upward mobility for all Californians

- Provide accessible workforce and education programs for all Californians, including those with barriers to employment.
- Align, coordinate, and integrate programs and services
 - Braid services to maximize limited resources while providing the right services to customers based on each individual’s unique needs.

The Partners to this MOU will further support the State Plan policies by participating in seven policy strategies to frame, align and guide program coordination at the local and regional level. The strategies include the following:

- Sector strategies: aligning workforce and education programs with leading and emergent industry sectors’ skills needs.
- Career pathways: enabling of progressive skills development through education and training programs, using multiple entry and exit points, so that each level of skills development corresponds with a labor market payoff for those being trained or educated.
- Regional Partnerships: building Partnerships between industry leaders, workforce professionals, education and training providers, and economic development leaders to develop workforce and education policies that support regional economic growth
- “Earn and learn”: using training and education best practices that combine applied learning opportunities with material compensation while facilitating skills development in the context of actual labor market participation.
- Supportive services: providing ancillary services like childcare, transportation, and counseling to facilitate program completion by those enrolled in training and education courses.
- Creating cross-system data capacity: using diagnostic labor market data to assess where to invest, and also, the use of performance data to assess the value of those investments.
- Integrated service delivery: braiding resources and coordinating services at the local level to meet customer needs.

These objectives will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking the following:

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

Local/Regional Vision Statement, Mission Statement, and Goals

Our vision is to meet the employment and training needs of employers and job seekers, both unemployed and under-employed, in San Luis Obispo County. We strive to look ahead to issues

of workforce supply and demand, to see a system that takes a leading and influencing role within a network of systems. We envision a workforce that is adequate in numbers and equipped with a work ethic, employability skills, foundational academic skills, and specific occupational skills that fit the needs of local and regional employers and prepare our workforce with the portable skills needed to compete in a global economy. We see a diverse prospective workforce with equal access to employment and training resources and a prosperous job market where there is equal opportunity for all workers and prospective workers.

In addition, we see an environment where individuals find success and satisfaction in their careers, personal growth and increase their economic prosperity to establish self-sufficiency for their families. We envision a system that is responsive to workforce needs as they emerge with the power and influence to make change happen. Ultimately, this overall process keeps the San Luis Obispo County economy strong by encouraging established businesses to grow and prospective businesses to consider San Luis Obispo County as a venue for their enterprises.

Our mission is to implement the Workforce Innovation and Opportunity Act by leveraging and integrating community resources and services to create a streamlined and demand-driven system, connecting employers and jobseekers, to develop a healthy workforce environment that supports the local and regional economy.

We will accomplish our mission through the following activities:

- Alignment of resources to establish common job readiness, employment, and training services for the development and benefit of job seekers and employers.
- Promotion of workforce system initiatives as a means to develop a local system that is responsive, as well as anticipatory, in meeting the needs of the both the unemployed and underemployed jobseekers and employer communities.
- Articulation of resources and services as a coordinated system to succinctly identify the Partners and benefits that the system has to offer for job seekers and employers.
- Utilizing a customer centered design model to develop and improve services.

Providing the full range of services available in the community for all customers seeking services to:

- Obtain, retain or upgrade employment through assistance with labor exchange.
- Build basic educational or occupational skills.
- Earn a postsecondary certificate or degree.
- Obtain guidance on career choices and career planning.
- Overcome barriers to employment.
- Identify and hire skilled workers.

It is understood that the development and implementation of this one-stop system will require mutual trust and teamwork among the AJCC Partner agencies, all working together to accomplish shared goals. As such, this agreement is entered into in a spirit of cooperation. The guiding principles of this cooperative one-stop system will be:

- Services will be integrated – offering as many demand-driven employment, training, education, and employer services as possible for unemployed or underemployed job seekers, employers, employees wishing to enhance their skills, and affording universal access to the system overall.
- Services will be comprehensive – offering a wide array of useful information with easy access to needed services.
- Services will be customer focused – providing the means for customers to judge the quality of services and make informed choices about those services which will meet their unique and individual needs.
- Services will be performance based – measuring the effectiveness of services based upon clear outcomes to be achieved; based upon mutually negotiated outcomes and methods of measure; and adjusted as needed to attain customer satisfaction.

Parties to the MOU

As defined in WIOA Section 121(b)(1), the required One-Stop AJCC Partners are:

- San Luis Obispo Department of Social Services representing WIOA Title I Adult, Dislocated Worker, and Youth and Temporary Assistance for Needy Families/CalWORKs programs
- Cuesta College representing WIOA Title II Adult Education and Literacy and Carl Perkins Career Technical Education programs
- California Employment Development Department representing WIOA Title III Wagner-Peyser, Trade Adjustment Assistance Act, Veterans and Unemployment Compensation programs
- California Department of Rehabilitation representing the WIOA Title IV Vocational Rehabilitation program
- Asociacion Nacional Pro Personas Mayores representing the Title V Older Americans Act program
- Center for Employment Training representing Migrant Seasonal Farm Workers and Community Services Block Grant programs
- Housing Authority of San Luis Obispo County representing the Housing & Urban Development, Family Self-Sufficiency Program
- Lucia Mar Unified School District representing WIOA Title II Adult Education & Literacy
- San Luis Coastal Unified School District representing WIOA Title II Adult Education & Literacy
- Southern California American Indian Resource Center (SCAIR), Inc.

One-Stop System, Services

The One-Stop System in San Luis Obispo County will consist of one comprehensive America's Job Center of California and multiple access points throughout the county. An AJCC Operator shall be responsible for the operation and management of the AJCC one-stop delivery system, working

in collaboration with the WDB, and in cooperation with the Partners. The AJCC Operator shall be selected through a competitive procurement process under authorization from the CLEO, with oversight from the Administrative Entity, the San Luis Obispo County Department of Social Services.

The AJCC Operator and Partners shall ensure AJCC basic career services will be accessible 24 hours a day, seven days a week through the internet, primarily through CalJOBS and other Partner website, where available. Each Partner's services will be integrated into the system to the extent feasible.

Partners will ensure that services are provided by one or more of the following methods:

- Staff on-site at the AJCC
- Mutually developed referral process (including identification of point of contact and use of common referral form)
- Cross-training of Partner staff to deliver information regarding services to customers
- Utilizing technology to provide real-time access

a. Basic Career Services

The AJCC Partners will provide the following basic career services:

1. Determination of eligibility to receive WIOA Career and/or Training services
2. Outreach, intake and orientation to the information and other services available through the AJCC system;
3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities, skill gaps and supportive service needs;
4. Labor exchange services including Job search and placement assistance, and where needed by an individual, career counseling; including -
 - Provision of information on in-demand industry sectors and occupations
 - Provision of information on nontraditional employment
5. Referral and coordination of activities with other programs and services including AJCC system Partners and additional workforce development programs;
6. Workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including –
 - Job vacancy listings in labor market areas;
 - Information on job skills necessary to obtain the vacant jobs listed; and
 - Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
7. Provision of performance information and program cost information on eligible providers of training services by program and type of providers;
8. Provision of information about how the local area is performing on performance

- accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;
9. Information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition Assistance program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services through the U.S. Department of Housing and Urban Development; and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;
 10. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
 11. Provision of information and assistance regarding filing claims under UI programs including meaningful assistance to individuals seeking assistance in filing a claim
 - Meaningful assistance means providing assistance:
 - i. On-site using staff who are properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim, or
 - ii. By phone or via other technology, as long as the assistance is provided by trained and available staff within a reasonable time.

b. Individualized Career Services

Upon determination that individualized career services are appropriate for an individual to obtain or retain employment, these services must be made available in all comprehensive AJCC's. Recent previous assessments conducted by Partner programs may be utilized to determine if individualized career services would be appropriate. These services include:

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include
 - i. Diagnostic testing and use of other assessment tools; and
 - ii. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
2. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;
3. Group and/or individual counseling and mentoring;
4. Career planning (e.g. case management);
5. Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, *in* some instances pre-apprenticeship programs may be considered as short-term

prevocational services

6. Internships and work experiences that are linked to careers;
7. Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;
8. Financial literacy services;
9. Out-of-area job search assistance and relocation assistance; and
10. English language acquisition and integrated education and training programs.
11. Follow-up services made available, including counseling regarding the workplace, for participants in WIOA activities who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

c. Training Services

Training services may include:

1. Occupational skills training, including training for non-traditional employment and occupational skills training that integrates English-language and math instruction needed to succeed on the job.
2. On-the-Job Training (OJT)
3. Programs that combine workplace training with related instruction, which may include cooperative education programs.
4. Training programs operated by the private sector.
5. Skill upgrading and retraining.
6. Entrepreneurial training.
7. Apprenticeship and Pre-apprenticeship Skills Training.

d. Follow-Up Services

Follow-up services may include:

1. Counseling regarding the workplace.
2. Contacting individuals or employers to verify employment.
3. Providing individuals with referrals to other community services.
4. Assisting in resolving work-related problems.

e. Services provided to Employers

Services provided to employers may include:

1. Job recruitment assistance including placing job openings/job orders in CalJOBS and making referrals in CalJOBS from participants to employers.

2. Referral of qualified, job-ready candidates for job openings who have been screened to the criteria and standards specified by the employer.
3. Staff-assisted employee pre-screening.
4. Preliminary basic skills and other assessments.
5. Interview facilities at the AJCC sites.
6. Access to labor market and related information.

Responsibility of AJCC Partners

The AJCC Partner agrees to participate in joint planning, plan development, and modification of activities to accomplish the following:

1. Continuous partnership building between all Partners.
 2. Continuous planning in response to state and federal requirements.
 3. Responsiveness to local and regional economic conditions, including employer needs.
 4. Adherence to common data collection and reporting needs, including modification and changes as required.
- Make the appropriate service(s), applicable to the Partner program, available to customers through the one-stop delivery system.
 - Participate in the operation and development of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws. Participate in cross-training to ensure staff develops the knowledge, capacity and ability to advocate for their customer needs.

Infrastructure Funding Agreement & Other Shared System Costs

All relevant parties to this MOU agree to share in the operating costs of the AJCC system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all AJCC partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan (attachment 1).

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

The cost/infrastructure agreement of the AJCC co-located partners will be reviewed and updated annually. The County Department of Social Services as the Fiscal and Administrative Entity to the WDB will lead the process of this review and work with the AJCC One-Stop Operator who will ensure implementation of the cost/resource sharing agreements and partner agreements of shared career services outlined in the WIOA MOU. A quarterly update will be provided to the WDB by the AJCC One-Stop Operator regarding implementation of the WIOA MOU.

Methods for Referring Customers

1. Each Partner to this MOU is committed to a referral process that incorporates the vision

of a customer-centered system and will create processes and policies to support this vision. Upon further development, the referral processes will do the following:

- a. Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
 - b. Ensure that general information regarding AJCC programs, services, activities and resources shall be made available to all customers as appropriate.
 - c. Describe how customer referrals are made electronically, through traditional correspondence, verbally or through other means determined in cooperation with Partners and operators.
 - d. Ensure that each AJCC Partner will provide a direct link or access to other AJCC Partner staff that can provide meaningful information or service, through the use of co-location, cross training of AJCC staff, or real-time technology (two-way communication and interaction with AJCC Partners that result in services needed by the customer).
2. Each Partner agrees to provide training and technical assistance to the staff of each participating Partner to include eligibility and scope of allowable services for their programs.
 3. Each Partner agrees to refer applicants to other AJCC Partners when such individual may be eligible for and able to benefit from the Partner's services.

Access for Individuals with Barriers to Employment

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

Each Partner to this MOU is committed to ensuring individuals with barriers to employment are able to access the services needed to meet their employment and training needs. Within this commitment, the Partners also recognize the need to offer priority of services to eligible veterans and their spouses, recipients of public assistance and other low-income individuals, or individuals who are basic skills deficient, when providing individualized career and training services with WIOA adult funds and as appropriate based on federal, State and local policy.

Individuals with barrier to employment shall be defined as:

Displaced Homemakers; Low income individuals; Indians, Alaska Native, and Native Hawaiians; Individuals with disabilities, including youth who are individuals with disabilities; Older individuals; Ex-offenders; Homeless individuals or homeless children and youth; Youth who are in or have aged out of the foster care system; Individuals who are English language learners, individuals who have low levels of literacy and individuals facing substantial cultural barriers; Eligible migrant and seasonal farm workers; Individuals within 2 years of exhausting lifetime eligibility for TANF; Single parents (including single pregnant women); Long-term unemployed individuals; Such other groups at the Governor involved determines to have 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, each AJCC Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

Confidentiality

The AJCC Partner agrees to comply with the provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services or the administration of programs, or as may be required by law.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The AJCC partner agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The AJCC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
- Client information shall be shared solely for the purpose of enrollment, referral or

provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

Non-Discrimination and Equal Opportunity

The AJCC partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, veteran status, any other status protected by law or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I- financially assisted program or activity.

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

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

Parties to this MOU shall include nondiscrimination and compliance provisions of this section in all subcontracts or financial agreements related to or within the scope of this MOU.

Grievances and Complaints Procedure

The AJCC partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

American's with Disabilities Act and Amendments Compliance

The AJCC partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments, as well as applicable regulations and guidelines pursuant to ADA which prohibits discrimination on the basis of disability. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

Effective Dates and Term of MOU

This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be three years, commencing on the date of execution by all parties. The MOU

will be reviewed not less than once every three years to identify any substantial changes that have occurred.

Modifications and Revisions

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

Termination

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

Administrative and Operations Management Sections

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

License for Use

During the term of this MOU, all partners to this MOU shall have a license to use all of the space of the AJCCs for the sole purpose of conducting acceptable AJCC services as outlined herein.

Supervision/Day to Day Operations

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

The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action.

Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsive and save all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers'

compensation, and all other regulations governing such matters.

Dispute Resolution

The parties agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution.

Press Releases and Communications

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

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

Hold Harmless/Indemnification/Liability

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

Workforce Innovation and Opportunity Act
Infrastructure Funding Agreement and Other System Costs Budget

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Process and Development

Local Workforce Development Area (Local Area): San Luis Obispo County

Date Submitted: Revised June 2022

1. The period of time this agreement is effective:
This update to the San Luis Obispo County MOU will be effective July 1, 2022 through June 30, 2025. However, the infrastructure cost sharing agreement portion of the MOU will be updated annually.
2. Identification of all AJCC partners, Chief Elected Officials (CEO), and Local Boards participating in the infrastructure and other system costs funding agreements.

CEO/s: San Luis Obispo County Board of Supervisors

Local Board/s: Workforce Development Board of San Luis Obispo County

AJCC Partners Participating in the Infrastructure Funding Agreement (IFA):

- I. San Luis Obispo County Department of Social Services (WIOA Title I Adult, Dislocated Worker and Youth; and Temporary Assistance for Needy Families/CalWORKS)

AJCC Partners Participating in the Shared Other System Costs Agreement:

- I. San Luis Obispo County Department of Social Services (WIOA Title I Adult, Dislocated Worker and Youth; and Temporary Assistance for Needy Families/CalWORKS)
- II. California Employment Development Department (WIOA Title III Wagner-Peyser, Trade Adjustment Assistance Act, Veterans, and Unemployment Compensation Programs)
- III. Cuesta College (WIOA Title II Adult Education and Literacy and Carl Perkins Career Technical Education)
- IV. California Department of Rehabilitation (WIOA Title IV Vocational Rehabilitation)
- V. Asociacion Nacional Pro Personas Mayores (Title V Older Americans Act)
- VI. Center for Employment Training (Migrant Seasonal Farm Workers and Community Services Block Grant)

- VII. Housing Authority of San Luis Obispo County (Housing & Urban Development, Family Self-Sufficiency Program)
- VIII. Lucia Mar Unified School District (WIOA Title II Adult Education & Literacy)
- IX. San Luis Coastal Unified School District (WIOA Title II Adult Education & Literacy)
- X. Southern California American Indian Resource Center (SCAIR), Inc.

- 3. Steps the Local Board, CEO, and AJCC partners took to reach consensus and/or an assurance that the Local Area followed guidance for the state infrastructure funding mechanism.

The San Luis Obispo County AJCC had leases and infrastructure cost agreements in place with co-located partners prior to the WIOA MOU and outlined in detail in prior versions of the WIOA MOU and IFA. Co-located partners evaluated the current infrastructure/resource sharing agreements in place, and engaged in phone conferences with the County to assess if there were any updates/changes needed. Co-located partners determined that the current space and cost agreements adequately met the needs of the partner program budgets and service delivery designs. Non-located partners were engaged in discussion about the WIOA MOU through Workforce Development Board (WDB) meetings, email and phone conferences with the County. Partners shared their program specific State and Federal guidance regarding shared Career Services costs and were provided local, State and Federal guidance on the WIOA MOU. Partners revisited the shared Career Services identified in the WIOA MOU and reviewed their applicable Federal funds budgets to determine the costs associated with providing these services. Partners individually responded with their budget figures and were provided a master copy of all partner budget contributions to review prior to requesting signature on this WIOA MOU update. Partner meetings were held to discuss the MOU and partnerships on May 3, May 11, and May 20, 2022. Each co-located partner provided updates as necessary and updated figures were implemented as applicable. Through the contracted services of the One-Stop-Operator there will continue to be engagement and oversight of implementation of the WIOA MOU along with the WDB, and the County Department of Social Services as the Fiscal and Administrative Entity of the WDB.

- 4. A description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.

As agreed to by partners when signing the executed WIOA MOU for San Luis Obispo County, this MOU constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

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

5. A description of the periodic modification and review process that will be used to ensure all AJCC partners continue to contribute their fair and equitable share of infrastructure and other system costs, including the identification of who will fulfill this responsibility. This must include a reconciliation schedule. (Who, What, When, How)

The cost/infrastructure agreement of the AJCC co-located partners will be reviewed and updated annually. The County Department of Social Services as the Fiscal and Administrative Entity to the WDB will lead the process of this review and work with the AJCC One-Stop Operator who will ensure implementation of the cost/resource sharing agreements and partner agreements of shared career services outlined in the WIOA MOU. A quarterly update will be provided to the WDB by the AJCC One-Stop Operator regarding implementation of the WIOA MOU.

Assurance from all non-located partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination.

Signatures of authorized representative(s) of the Local Board, the CEO, and all AJCC partners.

Sharing Infrastructure Costs

Budget, Cost Allocation Methodology, Initial Proportionate Share

MOU Content Requirements:

A budget outlining the infrastructure costs for each AJCC in the Local Area with a detailed description of what specific costs are included in each line item.

When establishing the infrastructure cost budget, Local Boards have two options:

Option 1: Develop a separate budget for each AJCC.

Option 2: Develop a consolidated system-wide budget for its network of AJCCs.

Option 3: A mixture of separate and consolidated budgets.

If the Local Board chooses to negotiate infrastructure costs based on their network of AJCCs, rather than center by center, then the budgets for all the AJCCs can be consolidated into one system budget. However, this consolidation may not distort the distribution of costs as they must be attributable to each partner equally and in accordance with the agreed upon cost allocation methodology). Consolidations might allow the “financing” of infrastructure cost between partners more easily. It is not required that each partner contribute to each comprehensive AJCC, as long as their consolidated share of contributions equals their responsibility to pay as determined by the agreed upon cost sharing methodology.

If using Option 3, multiple budgets will need to be included with clear identification of which AJCCs belong to which budget.

The Local Board and AJCC partners have chosen this option for developing the infrastructure cost budget:

Option 1: A separate budget for each AJCC.

Option 2: A consolidated system-wide budget for the network of AJCCs

Option 3: A mixture of separate and consolidated budgets for the Local Area’s AJCCs.

AJCC(s) and Colocated Partners

- Include all AJCCs Identified in the MOU
- Include if the AJCC is a comprehensive, affiliate, or specialized center.
- Colocated Partner definition: All AJCC partners who have a physical presence within the center, either full time or part time.

AJCC #1

Name/Address of the AJCC:

America's Job Center of California – San Luis Obispo
3450 Broad Street, Suite 103
San Luis Obispo, CA 93401

Type of AJCC:

Comprehensive

Partners Co-located at This AJCC:

- I. County of San Luis Obispo Department of Social Services (DSS) - TANF/CalWORKS/CalFRESH
- II. Eckerd Connects, Workforce Development – WIOA Title I Adult & Dislocated Worker service provider; and CalWORKS Expanded Subsidized Employment (ESE) program services.
- III. CA - Employment Development Department (EDD) Workforce Services (WS), Suite #104.
** EDD WS holds their own master lease to the adjacent suite to the SLO AJCC. EDD WS staff provide integrated services under a formal Space Use Permit #1360, which allows EDD to provide services rent-free.*

AJCC Infrastructure Budget <input checked="" type="checkbox"/> Each AJCC (Name of AJCC: America’s Job Center of California – San Luis Obispo) <input type="checkbox"/> Network of AJCCs		
Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
DSS –(paid directly by DSS then allocated among co-located partner programs as detailed below)		
1. Rental of Facilities	\$7,292/month	\$87,000/year (split between co-located partner programs as stated below based on square footage/direct space occupancy and proportionate use of shared space)
Rental Costs Subtotal:		\$87,000
Utilities and Maintenance		
DSS – (paid directly by DSS then allocated among co-located partner programs as detailed below)		
1. Janitorial	\$625/month	\$7,500/year (split by allocations stated below for each partner program based on FTE)
2. Electric	\$625/month	\$7,500 /year (split by allocations stated below for each partner program based on FTE)
3. Gas	\$125/month	\$1,500/year (split by allocations stated below for each partner program based on FTE)

4. Internet & Landline	\$375/month	\$4,500/year (split by allocations stated below for each partner program based on FTE)
Utilities and Maintenance Costs Subtotal:		\$24,000
Equipment		
Copier Rent		\$3,000/year (split by allocations stated below for each partner program based on FTE)
Equipment Costs Subtotal:		\$3,000
AJCC Co-Located Partner Programs:		
Eckerd – WIOA Adult, Dislocated Worker & CalWORKs ESE		
1. Rent:		\$27,703/year allocated to WIOA Adult based on methodology described in Rent section above) \$27,703/year allocated to WIOA DLW based on methodology described in Rent section above) \$14,218/year allocated to CalWORKs ESE based on methodology described in Rent section above)
2. Janitorial, Electric, Gas, Internet & Landline, photocopier		29.4% of annual costs stated above allocated to WIOA Adult (based on FTE) 29.3% of annual costs stated above allocated to WIOA Dislocated Worker (based on FTE)

		16.3% of annual costs stated above allocated to CalWORKs ESE program (based on FTE)
DSS – TANF		
1. Rent		\$10,938/year allocated to DSS TANF based on methodology described in Rent section above)
2. Janitorial, Electric, Gas, Internet & Landline, photocopier		12.5% of annual cost (based on FTE)
SLO County Office of Education -WIOA Youth		
1. Rent		\$10,938/year allocated to WIOA Youth based on methodology described in Rent section above)
2. Janitorial, Electric, Gas, Internet & Landline, photocopier		12.5% of annual cost (based on FTE)

Technology to Facilitate Access to the AJCC

**Physical and programmatic accessibility to the AJCC by individuals with disabilities is conducted by Eckerd Workforce Development at the current facility. This accessibility is maintained in compliance with applicable Federal, State and Local requirements and assessed annually by the LWDA in compliance with WIOA section 188 compliance monitoring. No current/new costs related to accessibility were identified as needed at this time during this MOU process.*

Technology to Facilitate Access Costs Subtotal:	\$0
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SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS

Cost Category	Total Cost
Subtotal: Rental	\$87,500
Subtotal: Utilities Costs	\$21,000
Subtotal: Equipment Costs	\$3,000
Subtotal: Technology to Facilitate Access Costs	\$0
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:	\$111,500

Cost Allocation Methodology to Share Agreed Upon Infrastructure Costs

The Local Board and co-located partners must agree to a cost allocation methodology to identify the proportionate share of infrastructure costs each partner will be expected to contribute. Any cost allocation methodology selected must adhere to the following:

- Be consistent with federal laws authorizing each partner's program
- Comply with federal cost principles in the Uniform Guidance.
- Include only costs that are allowable, reasonable, necessary, and allocable to each program partner.
- Be based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.

Infrastructure Cost Allocation Methodology

Identify the chosen and agreed upon cost allocation methodology:

The proportion of a partner program's occupancy percentage of the AJCC (square footage)
(This might differentiate between dedicated space to partners and common space, where more than one cost center is established so the distribution reflects a fair and equitable distribution of cost.)

The proportion of partner program's staff among all staff at the AJCC

Other---Please Describe the Methodology and the Rationale for Its Selection
(This could reflect the traffic patterns and usage of the center by distinct and common customers and mathematically distribute cost in a fair and equitable means.)

Initial Proportionate Share of Infrastructure Costs Allocated to Each Colocated Partner

The initial proportionate share of infrastructure costs allocated to each partner based on the agreed upon cost allocation methodology, each partner's estimated total contribution amount, and whether it will be provided through cash, non-cash (in-kind), and/or third-party in-kind contributions. This initial determination must be periodically reconciled against actual costs incurred and adjusted accordingly.

AJCC partners (or their respective state entity) may provide cash, non-cash, and third-party in-kind contributions to cover their proportionate share of infrastructure costs. If non-cash or in-kind contributions are used, they cannot include non-infrastructure costs (such as personnel), and they must be valued consistent with Uniform Guidance Section 200.306 to ensure they are fairly evaluated and meet the partner's proportionate share.

If third-party in-kind contributions are made that support the AJCC(s) as a whole (such as space), that contribution will not count toward a specific partner's proportionate share of the IFA. Rather, the value of the contribution will be applied to the overall infrastructure budget prior to determining proportionate amounts and thereby reduce the contribution required for all partners.

Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole

Cost Categories	Total Cost	Contributor/s	Value	Balance to Allocate
Rent				
Utilities/Maintenance				
Equipment				
Access Technology				
Common Identifier				
Total Infrastructure Balance to Be Allocated to Colocated Partners:				

Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated/Contributing Partners					
Colocated/ Contributing* Partner/s	Shared Infrastructure Costs	Application of Methodology	Allocated Initial Share	Amount: Cash	Amount: In-Kind

Partner 1: Eckerd Workforce Development: WIOA Adult, Dislocated Worker & CalWORKS ESE	Rent and Utilities as described above	Rent costs are allocated by square footage of direct occupancy space, and proportionate share (y FTE) of shared square footage space (restrooms, hallways, break room, resource room, etc) Shared utilities by FTE	WIOA Adult: 29% Rent and 29.4% utilities & equipment WIOA DLW: 29% rent and 29.3% utilities & equipment CalWORKs ESE: 16% rent and 16.3% utilities & equipment	Amounts are stated in above sections. Costs are paid directly by DSS as administrative entity for AJCC then allocated among co-located partners as described here.	N/A
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Partner 2: SLO County Office of Education: WIOA Youth program	Rent and Utilities as described above	Rent costs are allocated by square footage of direct occupancy space, and proportionate share (y FTE) of shared square footage space (restrooms, hallways, break room, resource room, etc) Shared utilities by FTE	WIOA Youth: 12.5% rent and 12.5% utilities & equipment	Amounts are stated in above sections. Costs are paid directly by DSS as administrative entity for AJCC then allocated among co-located partners as described here.	N/A
Partner 2: County of San Luis Obispo Department of Social Services (DSS) – TANF	Rent and Utilities as described above	Rent costs are allocated by square footage of direct occupancy space, and proportionate share (y FTE) of shared square footage space (restrooms, hallways, break room, resource room, etc) Shared utilities by FTE	TANF: 12.5% rent and 12.5% utilities & equipment	Amounts are stated in above sections. Costs are paid directly by DSS as administrative entity for AJCC then allocated among co-located partners as described here.	N/A
Partner 4: CA - Employment Development Department - Workforce Services	\$0 /year share rent Self-provided in Suite #104 - utilities \$97,200/year rent in Suite #104	EDD WS holds a lease in Suite #104 adjacent to AJCC. Provides integrated services in AJCC via Space Use Permit #1360. Security Officer provides services to AJCC/EDD	0% shared	\$0 / year	N/A

	\$71,544/year in Security Officer Contract				
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Sharing Other One-Stop System Costs

MOU Content Requirement:

A budget outlining other system costs relating to the operation of the local One-Stop delivery system and a description of what specific costs are included in each line item. The budget must include “applicable career services” as well as any other shared costs agreed upon by the AJCC partners and Local Board.

While only colocated partners share infrastructure costs, all partners must share in other system costs, including applicable career services.

The One-Stop System Partners Included in the Sharing of Other One-Stop Delivery System Costs

Title I Adult, Dislocated Worker,
and Youth

Title V Older Americans Act

Trade Adjustment Assistance Act

Title II Adult Education and
Literacy

Job Corps

Community Services Block Grant

Native American Programs

Housing and Urban Development

Title III Wagner-Peyser

Migrant Seasonal Farmworkers

Unemployment Compensation

Title IV Vocational Rehabilitation

Veterans

Second Chance

Carl Perkins Career Technical
Education

YouthBuild

Other:

TANF/CalWORKS

Required Consolidated System Budget for “Applicable Career Services”

The agreed upon budget for other system costs must align with the outlined shared customers and services.

The other system costs budget must be a consolidated budget that includes a line item for applicable career services. The MOU requires identification of the applicable career services for each partner program. Accordingly, this budget must include each of the partner’s costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner.

Applicable Career Services are services authorized to be provide under each partner’s program.

Summary of Career Services Applicable to Each One-Stop Delivery System Partner

Basic Career Services	T-I Adult DSS	T-I DW DSS	T-I Youth DSS	T-II AEL Cuesta	T-III WP EDD	T-IV VR DOR	TANF DSS
T-I Program Eligibility	✓	✓	✓				
Outreach, Intake, Orient	✓	✓		✓	✓		✓
Initial Assessment	✓	✓		✓	✓	✓	✓
Labor Exch/Job Search	✓	✓		✓	✓	✓	✓
Referrals to Partners	✓	✓		✓	✓	✓	✓
LMI	✓	✓		✓	✓	✓	
Performance/Cost Info	✓	✓				✓	
Support Service Info	✓	✓		✓	✓	✓	✓
UI Info/Assistance	✓	✓			✓		
Financial Aid Info	✓	✓		✓		✓	✓

Basic Career Services	Tech Ed Cuesta	T-V OAA ANPPM	Housing HASLO	Comm Act CET	MSF CET	UI EDD	TAA/Vets EDD
T-I Program Eligibility							
Outreach, Intake, Orient	✓		✓	✓	✓	✓	✓
Initial Assessment	✓	✓		✓	✓	✓	✓
Labor Exchange/Job Search	✓	✓		✓	✓	✓	✓
Referrals to Partners	✓	✓		✓	✓	✓	✓
LMI	✓	✓		✓	✓		✓
Performance/Cost Info	✓			✓	✓	✓	
Support Service Info	✓	✓	✓	✓	✓	✓	✓
UI Info/Assistance						✓	✓
Financial Aid Info	✓			✓	✓	✓	
Basic Career Services	Other Part T-II AEL LMUSD	Other Part T-II AEL SLCUSD	SCAIR				
T-I Program Eligibility	✓	✓	✓				
Outreach, Intake, Orient	✓	✓	✓				
Initial Assessment	✓	✓	✓				
Labor Exchange/Job Search	✓	✓	✓				
Referrals to Partners							
LMI			✓				
Performance/Cost Info			✓				

Support Service Info	✓	✓	✓				
UI Info/Assistance							
Financial Aid Info							

Individual Career Services	T-I Adult DSS	T-I DW DSS	T-I Youth DSS	T-II AEL Cuesta	T-III WP EDD	T-IV VR DOR	TANF DSS
Comp Assessment	✓	✓	✓		✓	✓	✓
IEP	✓	✓	✓	✓	✓	✓	✓
Career Plan/Counsel	✓	✓	✓	✓	✓	✓	✓
Short-Term Prevoc.	✓	✓	✓	✓	✓	✓	✓
Internships/Work Experience	✓	✓	✓	✓		✓	✓
Out-of-Area Job Search	✓	✓	✓		✓	✓	
Financial Literacy	✓	✓	✓	✓		✓	
IET/ELA	✓	✓	✓	✓		✓	✓
Workforce Preparation	✓	✓	✓	✓		✓	✓
Individual Career Services	Tech Ed Cuesta	T-V OAA ANPPM	Housing HASLO	Comm Act CET	MSF CET	UI EDD	TAA/Vets EDD
Comp Assessment		✓				✓	✓
IEP	✓	✓	✓	✓	✓	✓	✓
Career Plan/Counsel	✓	✓	✓			✓	✓
Short-Term Prevoc.	✓	✓		✓	✓	✓	✓
Internships/Work Experience	✓			✓	✓		
Out-of-Area Job Search						✓	✓

Financial Literacy	✓		✓	✓	✓		
IET/ELA	✓			✓	✓		
Workforce Preparation	✓	✓		✓	✓	✓	✓

Individual Career Services	Other Part T-II AEL LMUSD	Other Part T-II AEL SLCUSD	SCAIR				
Comp Assessment	✓	✓	✓				
IEP			✓				
Career Plan/Counsel	✓	✓	✓				
Short-Term Prevoc	✓	✓					
Internships/Work Experience			✓				
Out-of-Area Job Search			✓				
Financial Literacy			✓				
IET/ELA	✓	✓					
Workforce Preparation	✓	✓	✓				

Required Consolidated Budget for the Delivery of Applicable Career Services

The other system costs budget must be a consolidated budget for applicable career services. This budget must include each of the partner’s costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner. Unlike the IFA, other system costs should include all costs, including personnel, related to the administration and delivery of those services.

Applicable Career Services	T-I Adult DSS	T-I DW DSS	T-I Youth DSS	T-II AEL Cuesta	T-III WP EDD	T-IV VR DOR	TANF DSS
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$172,320	\$172,320	\$0	\$ 113,900	\$502,934	\$379,758	\$6,156,414 *(consolidated Basic and Career Services total budget)
	(80% career services total budget)	(80% career services total budget)		75% of two staff salaries are paid from WIOA- of that 100% of that 75% provides basic services			
Applicable Career Services	Tech Ed Cuesta	T-V OAA ANPPM	Housing HASLO	CSBG CET	MSF CET	UI EDD	TAA EDD

Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$0	\$5,806	\$5,713	\$59,017	\$258,551	DCAF \$57 UI Direct (PSP) \$ 8,948	\$4,470
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Applicable Career Services	Other Part T-II AEL LMUSD	Other Part T-II AEL SLCUSD	Veterans EDD	SCAIR			
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$5,000	\$12,660	\$83,822	\$14,651.50			

Applicable Career Services	T-I Adult DSS	T-I DW DSS	T-I Youth DSS	T-II AEL Cuesta	T-III WP EDD	T-IV VR DOR	TANF DSS
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep	\$119,080 (20% career services budget plus training requirement)	\$119,080 (20% career services budget plus training requirement)	\$575,000	\$0	\$50,293	\$1,519,030	\$ see amount listed in Basic Services above *(consolidated Basic <i>and</i> Career Services total budget)

Applicable Career Services	Tech Ed Cuesta	T-V OAA ANPPM	Housing HASLO	CSBG CET	MSF CET	UI EDD	TAA EDD
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep	\$0	\$0	\$13,330	\$68,557	\$668,579	\$0	\$1,118
Applicable Career Services	Other Part T-II AEL LMUSD	Other Part T-II AEL SLCUSD	Veterans EDD	SCAIR			
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep	\$63,065	\$69,100	\$27,941	\$14,651.50			

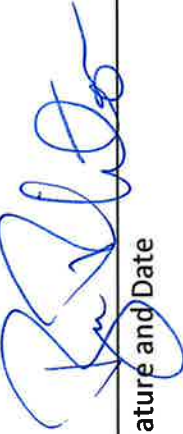
Consolidated budget total of career services delivered through the One-Stop system: \$ 11,253,009							

Signature Page

All partners, regardless of colocation status, must sign the MOU.

By signing below, all parties agree to the terms prescribed in this MOU, including the attached IFA and other system costs budget.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT



Signature and Date

Ryan Pinkerton
Assistant Superintendent of Business Services

Signature and Date

Isiah Gomer, Chairperson
Workforce Development Board of San Luis Obispo County

Signature and Date

Rita L. Neal, Deputy County Counsel
San Luis Obispo County, County Counsel

Signature and Date

Bruce Gibson, Chairperson
San Luis Obispo County Board of Supervisors, Chief Local
Elected Official (CLEO)

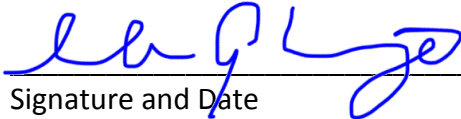
Signature Page

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**Asociacion Nacional Pro Personas Mayores
Senior Community Service Employment Program/
Project Ayuda**

Sr. Carmela G. Lacayo, President/CEO



6/9/2022

Signature and Date

Signature and Date

Isiah Gomer, Chairperson
Workforce Development Board of San Luis Obispo County

Signature and Date

Rita L. Neal, Deputy County Counsel
San Luis Obispo County, County Counsel

Signature and Date

Bruce Gibson, Chairperson
San Luis Obispo County Board of Supervisors, Chief Local
Elected Official (CLEO)

Signature Page

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Center for Employment Training

Pascal Do, Chief Operations Officer

Pascal Do

6/17/2022

Signature and Date

Signature and Date

Isiah Gomer, Chairperson
Workforce Development Board of San Luis Obispo County

Signature and Date

Rita L. Neal, Deputy County Counsel
San Luis Obispo County, County Counsel

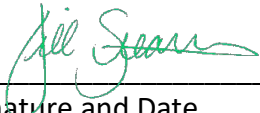
Signature and Date

Bruce Gibson, Chairperson
San Luis Obispo County Board of Supervisors, Chief Local
Elected Official (CLEO)

Signature Page

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5.17.22

Signature and Date

Jill Stearns, Ph.D.
Superintendent/President
San Luis Obispo Community College District- Cuesta College

Signature and Date

Isiah Gomer, Chairperson
Workforce Development Board of San Luis Obispo County

Signature and Date

Rita L. Neal, Deputy County Counsel
San Luis Obispo County, County Counsel

Signature and Date

Bruce Gibson, Chairperson
San Luis Obispo County Board of Supervisors, Chief Local
Elected Official (CLEO)

Signature Page

All partners, regardless of colocation status, must sign the MOU.

By signing below, all parties agree to the terms prescribed in this MOU, including the attached IFA and other system costs budget.

Department of Rehabilitation

Brian Winic, Regional Director

ENTER NAME AND TITLE

Brian Winic

06/21/2022

Signature and Date

Signature and Date

Isiah Gomer, Chairperson
Workforce Development Board of San Luis Obispo County

Signature and Date

Rita L. Neal, Deputy County Counsel
San Luis Obispo County, County Counsel

Signature and Date

Bruce Gibson, Chairperson
San Luis Obispo County Board of Supervisors, Chief Local
Elected Official (CLEO)

Signature Page

All partners, regardless of colocation status, must sign the MOU.

By signing below, all parties agree to the terms prescribed in this MOU, including the attached IFA and other system costs budget.

County of San Luis Obispo, Department of Social Services

Devin Drake, Director

 5/20/22
Signature and Date

Signature and Date

Isiah Gomer, Chairperson
Workforce Development Board of San Luis Obispo County

Signature and Date

Rita L. Neal, Deputy County Counsel
San Luis Obispo County, County Counsel

Signature and Date

Bruce Gibson, Chairperson
San Luis Obispo County Board of Supervisors, Chief Local
Elected Official (CLEO)

Signature Page

All partners, regardless of colocation status, must sign the MOU.

By signing below, all parties agree to the terms prescribed in this MOU, including the attached IFA and other system costs budget.

**Employment Development Department
Unemployment Insurance Branch**

Michael Kane, Employment Development Administrator



06/14/2022

Signature and Date

Signature and Date

Isiah Gomer, Chairperson
Workforce Development Board of San Luis Obispo County

Signature and Date

Rita L. Neal, Deputy County Counsel
San Luis Obispo County, County Counsel

Signature and Date

Bruce Gibson, Chairperson
San Luis Obispo County Board of Supervisors, Chief Local
Elected Official (CLEO)

Workforce Innovation and Opportunity Act Memorandum of Understanding

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
AMERICA'S JOB CENTER OF CALIFORNIA ONE-STOP SYSTEM
OF THE COUNTY OF SAN LUIS OBISPO, CALIFORNIA
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN**

**PARTNERS OF THE AMERICA'S JOB CENTER OF CALIFORNIA ONE-STOP SYSTEM FOR THE
COUNTY OF SAN LUIS OBISPO, CALIFORNIA**

- **SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES** (WIOA Title I Adult, Dislocated Worker, and Youth and Temporary Assistance for Needy Families/CalWORKs)
- **CUESTA COLLEGE** (WIOA Title II Adult Education and Literacy and Carl Perkins Career Technical Education)
- **CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT** (WIOA Title III Wagner-Peyser, Trade Adjustment Assistance Act, Veterans and Unemployment Compensation)
- **CALIFORNIA DEPARTMENT OF REHABILITATION** (WIOA Title IV Vocational Rehabilitation)
- **ASOCIACION NACIONAL PRO PERSONAS MAYORES** (Title V Older Americans Act)
- **CENTER FOR EMPLOYMENT TRAINING** (Migrant Seasonal Farm workers and Community Services Block Grant)
- **HOUSING AUTHORITY OF SAN LUIS OBISPO COUNTY** (Housing & Urban Development, Family Self-Sufficiency Program)
- **LUCIA MAR UNIFIED SCHOOL DISTRICT** (WIOA Title II Adult Education and Literacy)
- **SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT** (WIOA Title II Adult Education and Literacy)

AND

**WORKFORCE DEVELOPMENT BOARD (WDB)
OF THE COUNTY OF SAN LUIS OBISPO, CALIFORNIA**

AND

**COUNTY OF SAN LUIS OBISPO
BOARD OF SUPERVISORS (CLEO)**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is entered into by and between the Workforce Development Board of San Luis Obispo County (hereinafter referred to as WDB), the County of San Luis Obispo Board of Supervisors as the Chief Local Elected Official (hereinafter referred to as CLEO) and the America's Jobs Center of California (AJCC) One-Stop Partners (hereinafter referred to as "Partners") as required under the Workforce and Innovation Act (WIOA), Section 121(a)(1).

WHEREAS, The Workforce Development Board (WDB) of San Luis Obispo County is an existing Board established for the purposes of creating a one-stop system of workforce services under WIOA; and

WHEREAS, The WDB, Partners, and CLEO are responsible for creating a one-stop system and fostering cooperative working relationships between the Partners to operate as the America's Job Center of California (AJCC), as a "single service delivery system",

WHEREAS, The WDB, Partners, and CLEO entered into a memorandum of understanding in June 2016 (MOU) under which the parties agreed to work together to create a one-stop system of workforce services under WIOA; and

WHEREAS, The WDB, Partners, and CLEO amended the MOU to add a Phase II to the MOU, to reflect agreement by the parties as to how infrastructure costs will be shared.

NOW, THEREFORE, the parties mutually agree this MOU shall serve as the framework for providing services to employers, employees, job seekers and others needing workforce services in San Luis Obispo County and agree to the following terms and conditions:

Preamble/Purpose of MOU

The Workforce Innovation and Opportunity Act (WIOA) requires that a MOU be developed and executed between the Local Board and the America's Job Center of CaliforniaSM (AJCC) partners to establish an agreement concerning the operations of the AJCC delivery system. The purpose of the MOU, is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

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

- Foster demand-driven skills attainment
 - Aligning program content with regional industry sector needs to develop a

skilled workforce with the ability to compete in a global economy

- Enable upward mobility for all Californians
 - Provide accessible workforce and education programs for all Californians, including those with barriers to employment.
- Align, coordinate, and integrate programs and services
 - Braid services to maximize limited resources while providing the right services to customers based on each individual's unique needs.

The Partners to this MOU will further support the State Plan policies by participating in seven policy strategies to frame, align and guide program coordination at the local and regional level. The strategies include the following:

- Sector strategies: aligning workforce and education programs with leading and emergent industry sectors' skills needs.
- Career pathways: enabling of progressive skills development through education and training programs, using multiple entry and exit points, so that each level of skills development corresponds with a labor market payoff for those being trained or educated.
- Regional Partnerships: building Partnerships between industry leaders, workforce professionals, education and training providers, and economic development leaders to develop workforce and education policies that support regional economic growth
- "Earn and learn": using training and education best practices that combine applied learning opportunities with material compensation while facilitating skills development in the context of actual labor market participation.
- Supportive services: providing ancillary services like childcare, transportation, and counseling to facilitate program completion by those enrolled in training and education courses.
- Creating cross-system data capacity: using diagnostic labor market data to assess where to invest, and also, the use of performance data to assess the value of those investments.
- Integrated service delivery: braiding resources and coordinating services at the local level to meet customer needs.

These objectives will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking the following:

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

Local/Regional Vision Statement, Mission Statement, and Goals

Our vision is to meet the employment and training needs of employers and job seekers, both unemployed and under-employed, in San Luis Obispo County. We strive to look ahead to issues of workforce supply and demand, to see a system that takes a leading and influencing role within a network of systems. We envision a workforce that is adequate in numbers and equipped with a work ethic, employability skills, foundational academic skills, and specific occupational skills that fit the needs of local and regional employers and prepare our workforce with the portable skills needed to compete in a global economy. We see a diverse prospective workforce with equal access to employment and training resources and a prosperous job market where there is equal opportunity for all workers and prospective workers.

In addition, we see an environment where individuals find success and satisfaction in their careers, personal growth and increase their economic prosperity to establish self-sufficiency for their families. We envision a system that is responsive to workforce needs as they emerge with the power and influence to make change happen. Ultimately, this overall process keeps the San Luis Obispo County economy strong by encouraging established businesses to grow and prospective businesses to consider San Luis Obispo County as a venue for their enterprises.

Our mission is to implement the Workforce Innovation and Opportunity Act by leveraging and integrating community resources and services to create a streamlined and demand-driven system, connecting employers and jobseekers, to develop a healthy workforce environment that supports the local and regional economy.

We will accomplish our mission through the following activities:

- Alignment of resources to establish common job readiness, employment, and training services for the development and benefit of job seekers and employers.
- Promotion of workforce system initiatives as a means to develop a local system that is responsive, as well as anticipatory, in meeting the needs of the both the unemployed and underemployed jobseekers and employer communities.
- Articulation of resources and services as a coordinated system to succinctly identify the Partners and benefits that the system has to offer for job seekers and employers.
- Utilizing a customer centered design model to develop and improve services.

Providing the full range of services available in the community for all customers seeking services to:

- Obtain, retain or upgrade employment through assistance with labor exchange.
- Build basic educational or occupational skills.
- Earn a postsecondary certificate or degree.
- Obtain guidance on career choices and career planning.
- Overcome barriers to employment.

- Identify and hire skilled workers.

It is understood that the development and implementation of this one-stop system will require mutual trust and teamwork among the AJCC Partner agencies, all working together to accomplish shared goals. As such, this agreement is entered into in a spirit of cooperation. The guiding principles of this cooperative one-stop system will be:

- Services will be integrated – offering as many demand-driven employment, training, education, and employer services as possible for unemployed or underemployed job seekers, employers, employees wishing to enhance their skills, and affording universal access to the system overall.
- Services will be comprehensive – offering a wide array of useful information with easy access to needed services.
- Services will be customer focused – providing the means for customers to judge the quality of services and make informed choices about those services which will meet their unique and individual needs.
- Services will be performance based – measuring the effectiveness of services based upon clear outcomes to be achieved; based upon mutually negotiated outcomes and methods of measure; and adjusted as needed to attain customer satisfaction.

Parties to the MOU

As defined in WIOA Section 121(b)(1), the required One-Stop AJCC Partners are:

- San Luis Obispo Department of Social Services representing WIOA Title I Adult, Dislocated Worker, and Youth and Temporary Assistance for Needy Families/CalWORKs programs
- Cuesta College representing WIOA Title II Adult Education and Literacy and Carl Perkins Career Technical Education programs
- California Employment Development Department representing WIOA Title III Wagner-Peyser, Trade Adjustment Assistance Act, Veterans and Unemployment Compensation programs
- California Department of Rehabilitation representing the WIOA Title IV Vocational Rehabilitation program
- Asociacion Nacional Pro Personas Mayores representing the Title V Older Americans Act program
- Center for Employment Training representing Migrant Seasonal Farm Workers and Community Services Block Grant programs
- Housing Authority of San Luis Obispo County representing the Housing & Urban Development, Family Self-Sufficiency Program
- Lucia Mar Unified School District representing WIOA Title II Adult Education & Literacy

- San Luis Coastal Unified School District representing WIOA Title II Adult Education & Literacy

One-Stop System, Services

The One-Stop System in San Luis Obispo County will consist of one comprehensive America's Job Center of California and multiple access points throughout the county. An AJCC Operator shall be responsible for the operation and management of the AJCC one-stop delivery system, working in collaboration with the WDB, and in cooperation with the Partners. The AJCC Operator shall be selected through a competitive procurement process under authorization from the CLEO, with oversight from the Administrative Entity, the San Luis Obispo County Department of Social Services.

The AJCC Operator and Partners shall ensure AJCC basic career services will be accessible 24 hours a day, seven days a week through the internet, primarily through CalJOBS and other Partner website, where available. Each Partner's services will be integrated into the system to the extent feasible.

Partners will ensure that services are provided by one or more of the following methods:

- Staff on-site at the AJCC
- Mutually developed referral process (including identification of point of contact and use of common referral form)
- Cross-training of Partner staff to deliver information regarding services to customers
- Utilizing technology to provide real-time access

a. Basic Career Services

The AJCC Partners will provide the following basic career services:

1. Determination of eligibility to receive WIOA Career and/or Training services
2. Outreach, intake and orientation to the information and other services available through the AJCC system;
3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities, skill gaps and supportive service needs;
4. Labor exchange services including Job search and placement assistance, and where needed by an individual, career counseling; including -
 - Provision of information on in-demand industry sectors and occupations
 - Provision of information on nontraditional employment
5. Referral and coordination of activities with other programs and services including AJCC system Partners and additional workforce development programs;
6. Workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including –

- Job vacancy listings in labor market areas;
 - Information on job skills necessary to obtain the vacant jobs listed; and
 - Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
7. Provision of performance information and program cost information on eligible providers of training services by program and type of providers;
 8. Provision of information about how the local area is performing on performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;
 9. Information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition Assistance program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services through the U.S. Department of Housing and Urban Development; and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;
 10. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
 11. Provision of information and assistance regarding filing claims under UI programs including meaningful assistance to individuals seeking assistance in filing a claim
 - Meaningful assistance means providing assistance:
 - i. On-site using staff who are properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim, or
 - ii. By phone or via other technology, as long as the assistance is provided by trained and available staff within a reasonable time.

b. Individualized Career Services

Upon determination that individualized career services are appropriate for an individual to obtain or retain employment, these services must be made available in all comprehensive AJCC's. Recent previous assessments conducted by Partner programs may be utilized to determine if individualized career services would be appropriate. These services include:

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include
 - i. Diagnostic testing and use of other assessment tools; and
 - ii. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
2. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for

the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;

3. Group and/or individual counseling and mentoring;
4. Career planning (e.g. case management);
5. Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, *in* some instances pre-apprenticeship programs may be considered as short-term prevocational services
6. Internships and work experiences that are linked to careers;
7. Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;
8. Financial literacy services;
9. Out-of-area job search assistance and relocation assistance; and
10. English language acquisition and integrated education and training programs.
11. Follow-up services made available, including counseling regarding the workplace, for participants in WIOA activities who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

c. Training Services

Training services may include:

1. Occupational skills training, including training for non-traditional employment and occupational skills training that integrates English-language and math instruction needed to succeed on the job.
2. On-the-Job Training (OJT)
3. Programs that combine workplace training with related instruction, which may include cooperative education programs.
4. Training programs operated by the private sector.
5. Skill upgrading and retraining.
6. Entrepreneurial training.
7. Apprenticeship and Pre-apprenticeship Skills Training.

d. Follow-Up Services

Follow-up services may include:

1. Counseling regarding the workplace.
2. Contacting individuals or employers to verify employment.

3. Providing individuals with referrals to other community services.
4. Assisting in resolving work-related problems.

e. Services provided to Employers

Services provided to employers may include:

1. Job recruitment assistance including placing job openings/job orders in CalJOBS and making referrals in CalJOBS from participants to employers.
2. Referral of qualified, job-ready candidates for job openings who have been screened to the criteria and standards specified by the employer.
3. Staff-assisted employee pre-screening.
4. Preliminary basic skills and other assessments.
5. Interview facilities at the AJCC sites.
6. Access to labor market and related information.

Responsibility of AJCC Partners

The AJCC Partner agrees to participate in joint planning, plan development, and modification of activities to accomplish the following:

1. Continuous partnership building between all Partners.
 2. Continuous planning in response to state and federal requirements.
 3. Responsiveness to local and regional economic conditions, including employer needs.
 4. Adherence to common data collection and reporting needs, including modification and changes as required.
- Make the appropriate service(s), applicable to the Partner program, available to customers through the one-stop delivery system.
 - Participate in the operation and development of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
 - Participate in cross-training to ensure staff develops the knowledge, capacity and ability to advocate for their customer needs.

Infrastructure Funding Agreement & Other Shared System Costs

All relevant parties to this MOU agree to share in the operating costs of the AJCC system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all AJCC partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan (attachment 1).

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

The cost/infrastructure agreement of the AJCC co-located partners will be reviewed and updated annually. The County Department of Social Services as the Fiscal and Administrative Entity to the WDB will lead the process of this review and work with the AJCC One-Stop Operator who will ensure implementation of the cost/resource sharing agreements and partner agreements of shared career services outlined in the WIOA MOU. A quarterly update will be provided to the WDB by the AJCC One-Stop Operator regarding implementation of the WIOA MOU.

Methods for Referring Customers

1. Each Partner to this MOU is committed to a referral process that incorporates the vision of a customer-centered system and will create processes and policies to support this vision. Upon further development, the referral processes will do the following:
 - a. Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
 - b. Ensure that general information regarding AJCC programs, services, activities and resources shall be made available to all customers as appropriate.
 - c. Describe how customer referrals are made electronically, through traditional correspondence, verbally or through other means determined in cooperation with Partners and operators.
 - d. Ensure that each AJCC Partner will provide a direct link or access to other AJCC Partner staff that can provide meaningful information or service, through the use of co-location, cross training of AJCC staff, or real-time technology (two-way communication and interaction with AJCC Partners that result in services needed by the customer).
2. Each Partner agrees to provide training and technical assistance to the staff of each participating Partner to include eligibility and scope of allowable services for their programs.
3. Each Partner agrees to refer applicants to other AJCC Partners when such individual may be eligible for and able to benefit from the Partner's services.

Access for Individuals with Barriers to Employment

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

Each Partner to this MOU is committed to ensuring individuals with barriers to employment are able to access the services needed to meet their employment and training needs. Within this commitment, the Partners also recognize the need to offer priority of services to eligible veterans and their spouses, recipients of public assistance and other low-income individuals, or individuals who are basic skills deficient, when providing individualized career and training services with WIOA adult funds and as appropriate based on federal, State and local policy.

Individuals with barrier to employment shall be defined as:

Displaced Homemakers; Low income individuals; Indians, Alaska Native, and Native Hawaiians; Individuals with disabilities, including youth who are individuals with disabilities; Older individuals; Ex-offenders; Homeless individuals or homeless children and youth; Youth who are in or have aged out of the foster care system; Individuals who are English language learners, individuals who have low levels of literacy and individuals facing substantial cultural barriers; Eligible migrant and seasonal farm workers; Individuals within 2 years of exhausting lifetime eligibility for TANF; Single parents (including single pregnant women); Long-term unemployed individuals; Such other groups at the Governor involved determines to have 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, each AJCC Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

Confidentiality

The AJCC Partner agrees to comply with the provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services or the administration of programs, or as may be required by law.

- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The AJCC partner agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The AJCC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
- Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

Non-Discrimination and Equal Opportunity

The AJCC partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, veteran status, any other status protected by law or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity.

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

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

Parties to this MOU shall include nondiscrimination and compliance provisions of this section in all subcontracts or financial agreements related to or within the scope of this MOU.

Grievances and Complaints Procedure

The AJCC partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

American's with Disabilities Act and Amendments Compliance

The AJCC partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments, as well as applicable regulations and guidelines pursuant to ADA which prohibits discrimination on the basis of disability. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

Effective Dates and Term of MOU

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

Modifications and Revisions

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

Termination

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

Administrative and Operations Management Sections

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

License for Use

During the term of this MOU, all partners to this MOU shall have a license to use all of the space of the AJCCs for the sole purpose of conducting acceptable AJCC services as outlined herein.

Supervision/Day to Day Operations

The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be

handled by the site supervisor(s) and the management of the original employer.

The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action.

Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsive and save all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

Dispute Resolution

The parties agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution.

Press Releases and Communications

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

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

Hold Harmless/Indemnification/Liability

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

the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

Signature Page

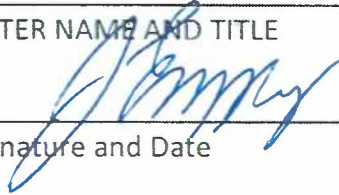
All partners, regardless of colocation status, must sign the MOU.

By signing below, all parties agree to the terms prescribed in this MOU, including the attached IFA and other system costs budget.

ENTER NAME OF YOUR ORGANIZATION HERE

Jim Empey, Assistant Superintendent of Business

ENTER NAME AND TITLE



6/14/2022

Signature and Date

Signature and Date

Isiah Gomer, Chairperson
Workforce Development Board of San Luis Obispo County

Signature and Date

Rita L. Neal, Deputy County Counsel
San Luis Obispo County, County Counsel

Signature and Date

Bruce Gibson, Chairperson
San Luis Obispo County Board of Supervisors, Chief Local
Elected Official (CLEO)

Signature Page

All partners, regardless of colocation status, must sign the MOU.

By signing below, all parties agree to the terms prescribed in this MOU, including the attached IFA and other (CEO)

Printed Name and Title

Signature and Date

(Local Board Chairperson)

Printed Name and Title

Signature and Date

(AJCC Partner Entity)

Printed Name and Title

Signature and Date

(AJCC Partner Entity)

Printed Name and Title

Signature and Date

(AJCC Partner Entity)

Printed Name and Title

Signature and Date

(AJCC Partner Entity)

Printed Name and Title

Signature and Date

Signature Page

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By signing below, all parties agree to the terms prescribed in this MOU, including the attached IFA and other system costs budget.

**Southern California American Indian Resource Center, Inc.
SCAIR, Inc.**

Wanda Michaelis, SCAIR Executive Director

ENTER NAME AND TITLE

Michaelis

Signature and Date

6-9-2022

Signature and Date

Isiah Gomer, Chairperson
Workforce Development Board of San Luis Obispo County

Signature and Date

Rita L. Neal, Deputy County Counsel
San Luis Obispo County, County Counsel

Signature and Date

Bruce Gibson, Chairperson
San Luis Obispo County Board of Supervisors, Chief Local
Elected Official (CLEO)

Signature Page

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By signing below, all parties agree to the terms prescribed in this MOU, including the attached IFA and other system costs budget.

**CA - Employment Development Department
Workforce Service Branch**

Cesar A. Valladares, Deputy Division Chief, Region 1

Cesar Valladares *6/21/2022*

Signature and Date

Signature and Date

Isiah Gomer, Chairperson
Workforce Development Board of San Luis Obispo County

Signature and Date

Rita L. Neal, Deputy County Counsel
San Luis Obispo County, County Counsel

Signature and Date

Bruce Gibson, Chairperson
San Luis Obispo County Board of Supervisors, Chief Local
Elected Official (CLEO)

Signature Page

All partners, regardless of colocation status, must sign the MOU.

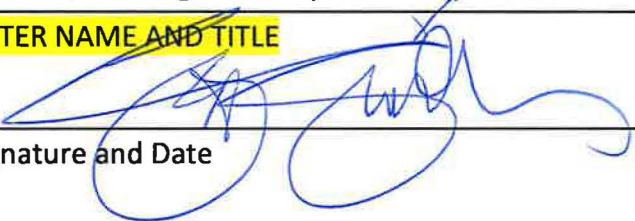
By signing below, all parties agree to the terms prescribed in this MOU, including the attached IFA and other system costs budget.

ENTER NAME OF YOUR ORGANIZATION HERE

Scott Smith, Executive Director,
HASLO, Housing Authority of the City of San Luis Obispo

ENTER NAME AND TITLE

Signature and Date



Signature and Date

Isiah Gomer, Chairperson
Workforce Development Board of San Luis Obispo County

Signature and Date

Rita L. Neal, Deputy County Counsel
San Luis Obispo County, County Counsel

Signature and Date

Bruce Gibson, Chairperson
San Luis Obispo County Board of Supervisors, Chief Local
Elected Official (CLEO)