



WIOA MASTER MEMORANDUM OF UNDERSTANDING

Between the
Workforce Development Board of Solano County
And the
County of Solano

For the Conduct of the
Solano County “America’s Job Center of California” System
Effective July 1, 2019 through June 30, 2022

I. Preamble/Purpose

A. Preamble

The federal Workforce Innovation and Opportunity Act (WIOA) of 2014 strengthens the ability of the nation’s public workforce system to align investments in workforce development, education and training, and economic development efforts with regional in-demand jobs. WIOA focuses on the importance of providing customers with access to high-quality One-Stop centers (known as “America’s Job Centers of California” or “AJCC”) that connect customers with the full range of services available in their communities.

Title I, subtitle B, chapter 1 section 121(c)(I) of the WIOA requires that a Memorandum of Understanding (“MOU”) be developed and executed between the Workforce Development Board (“WDB”) of Solano County and the County of Solano (“County”) (collectively, “the Parties”) concerning the operations of the Solano AJCC delivery system.

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

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

This MOU acts as a functional tool to inform and obtain the County’s agreement on how the WDB and AJCC partners will work together to create a unified service delivery system that best meets the needs of shared customers.

B. Non-Financial Agreement

This MOU is required to be approved by the WDB and the County prior to the establishment of guidelines regarding financial contributions between the WDB and the partners of the AJCC. Therefore it is understood that any financial or fiduciary arrangements with the AJCC system are to be outlined in a separate agreement(s) between the partnering agencies.

C. Overall Purpose

The purpose of the MOU is to establish a county-wide agreement that establishes a cooperative working relationship between Solano’s workforce development entities that receive federal workforce funding. By establishing an agreement between workforce entities to work effectively together, the County will ensure access to a high-quality AJCC in Solano that provides comprehensive and multi-faceted workforce services in the community for all customers. Services include:

1. Support in securing, retaining, and advancing meaningful employment
2. Building of basic educational or occupational skills
3. Pathways to certificates or degrees, including secondary and postsecondary
4. Guidance on choosing and pursuing career pathways
5. Support in identifying, hiring, and advancing skilled workforce

D. Purpose of Master MOU

In accordance with guidance provided by the State of California, as WIOA grant recipient and administrator, the overall working partnership between agencies is to be commemorated in both this MOU and the AJCC Partner Agency Memorandum of Understanding incorporated herein by reference.

This Master MOU obtains the County’s agreement regarding service coordination and collaboration amongst the AJCC partners.

E. Partner Agency MOUs

The Partner Agency MOUs incorporated by reference to this Master MOU define individual AJCC partner contributions and commitments to Solano’s workforce system. Incorporated in each Partner Agency MOU is agreement on the implementation of services within the AJCC system as it relates to shared services, shared customers, referral systems, and shared resources and costs.

II. Parties to the MOU

The County and the WDB are the Parties to this Master MOU. Parties to the Partner Agency MOU include the following mandated WIOA partners. Additional non-mandated partners may be added throughout the MOU period.

Mandated Partner	Partner Agency
WIOA Title I Adult, Dislocated Worker, and Youth Programs	Workforce Development Board (WDB) of Solano County, Inc.
WIOA Title II Adult Education and Literacy	- Fairfield-Suisun Unified School District, Title II Adult Education - Vacaville Unified School District, Title II Adult Education - Vallejo City Unified School District – Regional Education Center, Title II Adult Education
WIOA Title III Wagner-Peyser Programs	State of California Employment Development Department (EDD) – Workforce Services Division
WIOA Title IV Vocational Rehabilitation Programs	State of California Department of Rehabilitation (DOR)
Carl Perkins Career Technical Education (CTE)	Solano County Carl Perkins CTE Consortium
Title V Older Americans Act	SER Jobs for Progress
Job Corps	Job Corps (Treasure Island, San Francisco, CA)
Native American Programs (Section 166)	California Indian Manpower Consortium
Migrant Seasonal Farmworkers (Section 167)	California Human Development (CHD)
Veterans	State of California Employment Development Department – Veterans Services
Youth Build	<i>No Youth Build operator in Solano County</i>
Trade Adjustment Assistance Act	State of California Employment Development Department – TAA Services
Community Services Block Grant	CAPSolano JPA
Housing & Urban Development (HUD)	<i>No HUD-sponsored/funded workforce development program in Solano County</i>
Unemployment Compensation	State of California Employment Development Department – Unemployment Insurance Division
Second Chance	<i>No ‘Second Chance’ program operators in Solano County</i>
Temporary Assistance for Needy Families/CalWORKs	County of Solano Health and Social Services Agency

III. Role of the Workforce Development Board of Solano County

A. Policy-setting and Oversight Role

In accordance with the WIOA the WDB serves as the policy-making and oversight body for the administration and operation of the local Solano AJCC.

B. Establishment of Two Solano AJCC Sites

The WDB shall carry out site selection, and lease-holding obligations as needed, for a comprehensive Solano AJCC site in the City of Vallejo and an affiliated Solano AJCC site in the City of Fairfield.

IV. Role of the County

By executing this Master MOU, the County shall approve the WDB plan as described herein for the administration and operation of the AJCC, including the WDB's intention to enter into Partner Agency MOU with the listed mandated WIOA partners. Additional non-mandated partners may be added throughout the MOU period.

V. AJCC Services

The range of AJCC services shall include the following, as described in detail in Attachment A of the Partner Agency MOU.

A. Service provided in AJCC Centers (Fairfield and Vallejo)

1. Basic Career Services
2. Individualized Career Services
3. Follow-up Services
4. Training Services
5. Business Services

B. Services provided by each AJCC partner

In accordance with the associated Partner Agency MOU each AJCC partner agency shall contribute to the day-to-day conduct of Solano AJCC as follows:

1. In providing access to Partner Agency services as outlined in Attachment A of the Partner Agency MOU.
2. In providing on-site staff assistance for one or both of the Solano AJCC sites (in Fairfield and Vallejo).
3. In providing any added services as specified in the Partner Agency MOU.

VI. Funding of Services and Operating Costs – Shared Costs

The costs for services, operating costs, and infrastructure costs of the system will be funded by all AJCC partners through a separately negotiated Partner Agency MOU – AJCC Infrastructure Cost Budget to include a cost sharing agreement based on an agreed upon formula or plan, including proportionate use and/or other methodologies.

All parties to the Partner Agency MOU shall agree to develop this cost sharing agreement at a future, appropriate time.

Partnering agencies 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 Partner Agency MOU – AJCC Infrastructure Cost Budget that will be attached to the Partner Agency MOU.

Any financial or fiduciary arrangements within the AJCC system are outlined in the Partner Agency MOU.

VII. Methods for Referring Customers

WDB shall require AJCC partner agencies to agree to mutually implement processes for the referral of customers: 1) to the Solano AJCC sites for on-site assistance; 2) from the sites out to partner agency sites for assistance; and/or 3) to any of the partner agency sites, as simple cross referrals - without involvement of the AJCC sites.

VIII. Administrative and Operational Management

WDB understands that implementation of the AJCC system is dependent on the good faith effort of every agency partner to work together to improve services to the community, although different ways of working together and providing services are envisioned.

To achieve this outcome, WDB shall develop and abide by a set of common administrative and operational systems and procedures, as agreed to by the partner agencies, for such a joint, collegial enterprise.

IX. Access to AJCC Services, Including Individuals with Barriers to Employment

WDB shall require that all partner agencies agree to promote and assist with open, all-inclusive access for jobseekers and employers to AJCC services, especially for jobseeker individuals with barriers to employment.

A. Access

The term “access” refers to providing services that are accessible to all Solano AJCC customers, including those with disabilities, through any of the following methods:

1. Co-location, with program staff from partner agencies physically present at the Solano AJCC site(s);
2. Cross information sharing, with staff physically present at the AJCC who are properly trained to provide information about all programs, services, and activities that may be available to the customer through other partners (as appropriate and “do-able”); and/or,
3. Direct access through real-time technology, with access through two-way communication and interaction between customers and AJCC partners that result in services being provided.

X. Confidentiality

WDB shall require the partnering agencies to agree 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 confidentiality.

XI. Non-Discrimination and Equal Opportunity

All parties to the partner MOUs shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The AJCC partner will agree to comply with the provisions of the Fair Employment and Housing Act (Government Code 12990) and all related, applicable federal, state and local laws and regulations.

XII. Grievances and Complaints Procedure

All parties to the partner MOUs will agree to establish and maintain a procedure for grievance and complaints in compliance with WIOA rules and regulations. 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.

All parties to the partner MOUs will further agree 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.

XIII. American's with Disabilities Act and Amendments Compliance

WDB shall require all partner agencies to agree to ensure that the policies and procedures as well as the programs and services provided at AJCC are in compliance with the Americans with Disabilities Act of 1990 and its implementing regulations (28 CFR parts 35 & 36).

Additionally, all parties to the partner agency MOUs will agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

XIV. Effective Dates and Term of MOU

The parties to this Master MOU agree that this MOU shall be binding upon execution by both parties.

The term of this MOU shall be July 1, 2019 through June 30, 2022 unless otherwise modified.

The Master MOU will be reviewed and updated, at a minimum, every three (3) years to ensure it contains up-to-date information regarding funding, delivery of services, and changes in the signatory official of the Local Board, CEO, or AJCC partner(s). The “AJCC System Costs Funding” and the “AJCC Infrastructure Shared Cost Budget” will be reviewed annually and updated as needed to ensure up to date accurate information.

Additionally, the Master Agreement will be reviewed and, if necessary, updated after Local and Regional WIOA Plans are developed or modified. This is to ensure the MOU is properly aligned with the local priorities and strategies identified in both Plans.

XV. Jurisdiction and Venue

The area served by this Master MOU shall be the County of Solano in California. Venue shall lie in Solano County and the laws of the State of California shall govern the interpretation of this MOU.

XVI. Complete Agreement

It is agreed that 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.

XVII. Severability

Should any part of the Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force.

XVIII. Notices

All communications regarding this Master MOU shall be sent via personal delivery or first class mail to the following addresses:

County of Solano
County Administrator
675 Texas Street, Suite 6500
Fairfield, CA 94533

WDB of Solano County
President/Executive Director
500 Chadbourne Rd
Fairfield, CA 94533

XIX. Hold Harmless/Indemnification/Liability

The Parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

XX. Incorporated

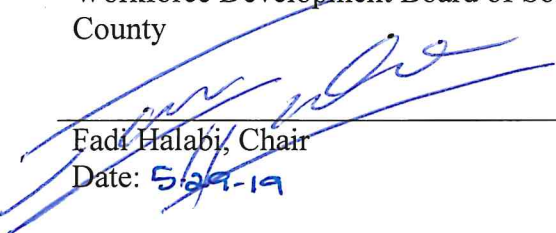
AJCC Partner Agency Memorandum of Understanding, and its attachments;

- Attachment A – AJCC System Costs Funding
- Attachment B – AJCC Shared Infrastructure Cost Budget
- Attachment C – AJCC Shared System Services
- Attachment D – System Points of Access

XXI. Signatures

Workforce Development Board of Solano
County

Solano County Board of Supervisors


Fadi Halabi, Chair

Date: 5-29-19

Erin Hannigan, Chair

Date: