

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES WORKFORCE DEVELOPMENT BOARD (WDB)
AND
MANDATED PARTNERS OF THE CITY OF LOS ANGELES
AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) SYSTEM**

Purpose of Memorandum of Understanding (MOU)

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

The purpose of this MOU is to establish a cooperative working relationship between the City of Los Angeles Workforce Development Board (WDB) hereafter referred to as the City and the partners of the America's Job Center of California (AJCC) System for the City of Los Angeles (Partners), in accordance with California Employment Directive WSD18-12, WIOA Memorandums of Understanding. In addition, this MOU describes the resource sharing and addresses the state-imposed policy requirements and it defines the respective roles and responsibilities related to shared customers and services between the WDB and the AJCC System Partners. This MOU does not constitute a binding financial commitment, but rather, an intention by the Parties to commit specific resources on a year-to-year basis, subject to funding allocations and budgets.

Local/Regional Vision Statement Mission Statement and Goals

Vision

The City's Workforce Development System (WDS) will provide improved performance, more coordinated access to services, and accountability of workforce development service delivery. The vision of the WDS is to create a thriving and inclusive Los Angeles where all residents achieve economic stability and success through a robust workforce system.

The City's WDS will provide integrated services to better serve both job seekers and employers. This system will rely on cross-trained employees (Wagner-Peyser, WIOA Title I, and other partners, as appropriate) to provide services irrespective of program or funding size, through a customer-focused, skill-based, integrated service delivery strategy based on individual needs in the City of Los Angeles.

Mission

To build an inclusive, integrated, and innovative economic and workforce system that connects talent to opportunity, drives economic growth, and ensures equitable access to high-quality, living-wage jobs and career pathways for individuals and employers in the City of Los Angeles.

Goals

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

- Develop industry-driven career pathways that prepare people for in-demand occupations in high-growth industry sectors based on annual review of the economic intelligence and labor market information.

- Support system alignment, service integration, and continuous improvement using data to support evidence-based decision-making.
- Strengthen communication, coordination, and decision-making between regional partners to meet labor market needs.
- Enhance existing network between education, business and industry representatives, labor, and other regional workforce development partners to develop and align programs and services to address regional and industry needs.
- Support the development and continued collaboration between regional workforce and economic development networks in the Los Angeles region to address workforce education and training priorities.
- Develop regional leadership and operational partnerships among community college, adult education, industry, labor, and other workforce and economic development entities to strengthen coordination and to improve the delivery of services.
- Increase the number of youth and adults who engage in apprenticeship programs and other industry-recognized credential programs, with a priority on unemployed, underemployed, low-skilled, low-income, recipients of public assistance, English Language Learners, veterans, individuals with disabilities, foster youth, reentry, and other high-priority at-risk populations.
- Reduce the number of Opportunity Youth (Horizons 32K Strategic Plan) by ensuring access to quality postsecondary vocational training, postsecondary education, and/or other career opportunities.
- Improve opportunities for quality of life, advocacy, independence, physical and cognitive health, economic self-sufficiency, and dignity of older adults (AdvantAGE LA Older Worker Plan), low-income population, and individuals with disabilities through cross-agency coordination and occupational trainings.
- Safeguard and promote inclusiveness in the region's workforce system by offering services and support to all residents irrespective of individual background, including but not limited to gender, race, religion, national origin, English proficiency, political affiliation and belief, veteran status, disability, medical condition(s), age, or sexual orientation.

The Parties to MOU

Chief Local Elected Official

Los Angeles City Council and Mayor, City of Los Angeles

Local Workforce Development Board

City of Los Angeles Workforce Development Board (WDB) hereafter referred to as the **City**

Collocated AJCC Partners

Collocated AJCC Partners Participating in the Infrastructure Funding Agreement (IFA) and Shared Other System Costs Agreement:

- WIOA Title I Adult, Dislocated Worker, Youth
City of Los Angeles – Workforce Development System (WDS)
- WIOA Title II Adult Education and Literacy
Los Angeles Unified School District and Los Angeles Community College District
- WIOA Title III Wagner-Peyser
Employment Development Department (EDD)

- WIOA Title IV Vocational Rehabilitation
California Department of Rehabilitation (DOR)
- Veterans (Jobs for Veterans State Grants)
EDD
- Title V Older Americans Act
Los Angeles City Department of Aging (DOA)

NOTE: Collocated Partners are all Los Angeles City AJCC System Partners who have a physical presence within a Los Angeles City Comprehensive AJCC (listed below in the section titled *Comprehensive AJCCs*), either full-time or part-time. This definition includes Partners that are collocated at only one or several Comprehensive AJCCs.

Non-Collocated AJCC Partners

Non-Collocated AJCC Partners Participating in the Shared Other System Costs Agreement:

- Job Corps
Department of Labor operated in the City of Los Angeles
- Trade Adjustment Assistance Act (TAA)
EDD
- Community Services Block Grant (CSBG)
Community Investment for Families Department (CIFD), City of Los Angeles
- Community Development Block Grant (CDBG)
Community Investment for Families Department (CIFD), City of Los Angeles
- Carl D. Perkins Career Technical Education
Los Angeles Community College District (LACCD)
- Native American Programs
Department of Labor operated in the City of Los Angeles by Southern California Indian Center, Inc.
- Unemployment Compensation (Insurance)
EDD
- YouthBuild
Department of Labor operated in City of Los Angeles by Coalition for Responsible Community Development (CRCD), Alliance for Community Empowerment (ACE)
- Temporary Assistance to Needy Families (TANF)/CalWORKs: Los Angeles County Department of Public Social Services (DPSS).

Responsibilities of the WDS Partners

The parties to this MOU agree to participate in joint planning, coordination, and evaluation of WDS activities at a minimum of one time per program year to serve shared customers and deliver shared services, as appropriate, in order to:

- Identify opportunities to participate in and enhance the operation of the WDS system.
- Ensure accessibility of services by addressing barriers such as those related to language, transportation, and technology, in addition to providing alternative form of access using virtual communication platforms
- Coordinate outreach, assistance, and referrals for shared customers.

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

The parties to the MOU also share the responsibility to coordinate and collaborate on workforce and economic development activities in response to emergencies and disasters that may impact the region. The parties to the MOU agree to convene as needed and participate in joint planning, coordination, and evaluation of activities that respond to such emergencies and disasters.

Process Used to Reach Consensus

Per the original MOU, the City initiated discussions with individual stakeholders and conducted a series of 19 regional planning forums, where hundreds of stakeholders from business, education, economic development, and other disciplines shared thoughts on strategies and priorities for the workforce system. Subsequently, building upon the Regional Planning effort, the City met with the partners involved in the MOU to review and update the current MOU which is still in draft format. The City will continue to meet with partners to finalize the MOU pending completion of the ongoing procurement.

Assurances

All Non-Collocated Partners to this MOU agree to negotiate their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination. The level of support must be reasonable, necessary, allowable, and allocable according to WIOA and the Partner's funding source. Costs will be negotiated based on data and regulations provided by the State, directives issued by Partner funding sources, and locally agreed upon methodologies for cost allocation and definitions of benefit.

Sharing of Infrastructure Costs

Partner Agreement to Cost Allocation Methodology

By signing this MOU, all Partners agree to the Cost Allocation Methodology for infrastructure cost sharing as set forth in the section titled *Infrastructure Cost Allocation Methodology*. While both Collocated and Non-Collocated Partners agree to the cost allocation methodology, the requirement to contribute to infrastructure costs, at this time, only applies to those Partners who are physically collocated in an AJCC. All Partners agree that when sufficient data is available to determine the proportionate benefit to both Collocated and Non-Collocated Partners (EDD is lead on this effort), this MOU and each local agreement with AJCC System Partners will be renegotiated to ensure proportionate share of costs from all parties.

Comprehensive AJCCs**South Valley Comprehensive AJCC***

Operated by: Arbor E&T, LLC dba Equus Workforce Solutions
 Address: 20920 Warner Center Lane, Suite C
 Woodland Hills, CA 91367
 Collocated Partners: WIOA Title I – Adult & Dislocated Worker
 WIOA Title II - LAUSD
 WIOA Title III – EDD

Harbor Gateway WorkSource Center AJCC

Operated by: Harbor College, Science Complex Building 101
 Managed Career Solutions (MCS)
 Address: 1111 Figueroa Place
 Wilmington, CA 90744
 Collocated Partners: WIOA Title I – Adult & Dislocated Worker
 WIOA Title II - LAUSD
 WIOA Title III – EDD

Hollywood WorkSource Center AJCC

Operated by: Managed Career Solutions, Inc. (MCS-HW)
 Address: 4311 Melrose Avenue
 Los Angeles, CA 90029
 Collocated Partners: WIOA Title I – Adult & Dislocated Worker
 WIOA Title II – LAUSD
 WIOA Title III – EDD
 Veterans
 LACC
 BusinessSource
 ETPL/I-Train

West Adams WorkSource Center AJCC

Operated by: Asian American Drug Abuse Program, Inc. (AADAP)
 Address: 2900 South Crenshaw Boulevard
 Los Angeles, CA 90016
 Collocated Partners: WIOA Title I – Adult & Dislocated Worker
 WIOA Title II - LAUSD
 Pace Business Services

West Los Angeles WorkSource Center AJCC

Operated by: Jewish Vocational Services (JVS-SoCal)
 Address: 5446 Sepulveda Boulevard
 Culver City, CA 90230
 Collocated Partners: WIOA Title I – Adult & Dislocated Worker
 WIOA Title II - LAUSD
 WIOA Title III - EDD

AFFILIATE AJCCs**Boyle Heights/East Los Angeles WorkSource Center AJCC**

Operated by: Managed Career Solutions, Inc. (MCS-BH)
 Address: 1505 E. 1st Street
 Los Angeles, CA 90033
 Collocated Partners: WIOA Title I – Adult & Dislocated Worker
 WIOA Title II – LAUSD

Downtown/Pico Union WorkSource Center AJCC

Operated by: Pacific Asian Consortium in Employment (PACE)
 Address: 1055 Wilshire Boulevard, #900A
 Los Angeles, CA 90017
 Collocated Partners: WIOA Title I – Adult & Dislocated Worker
 WIOA Title II – LAUSD
 WIOA Title IV – Department of Rehabilitation
 LACOA, FamilySource

Northeast Los Angeles WorkSource Center AJCC

Operated by: Goodwill Industries of Southern California (Goodwill-NELA)
 Address: 342 N. San Fernando Rd.
 Los Angeles, CA 90031
 Collocated Partners: WIOA Title I – Adult & Dislocated Worker
 Five Keys Charter School

Northeast San Fernando Valley WorkSource Center AJCC*

Operated by: Goodwill Industries of Southern California (Goodwill-NSFV)
 Address: Los Angeles Mission College, Campus Center
 13356 Eldridge Avenue
 Sylmar, CA 91342
 Collocated Partners: WIOA Title I – Adult & Dislocated Worker
 WIOA Title II – LAUSD
 Goodwill of Southern California, Learn for Life

South Los Angeles WorkSource Center AJCC

Operated by: UAW Labor Employment and Training Corporation (UAW-LETC)
 Address: 1512 W. Slauson Avenue
 Los Angeles, CA 90047
 Collocated Partners: WIOA Title I – Adult & Dislocated Worker
 WIOA Title V - Older Workers Act
 HOPICS, Five Keys Charter School

Southeast Los Angeles WorkSource Center AJCC

Operated by: Watts Labor Community Action Committee (WLCAC)
 Address: 10950 S. Central Avenue
 Los Angeles, CA 90059
 Collocated Partners: WIOA Title I – Adult & Dislocated Worker
 WIOA Title II - LAUSD
 WIOA Title III – EDD
 WIOA Title IV – Department of Rehabilitation
 WIOA YSC, Department of Rehabilitation, and CEI

Sun Valley WorkSource Center AJCC

Operated by: El Proyecto del Barrio, Inc. (EPDB)
 Address: 9024 Laurel Canyon Boulevard
 Sun Valley, CA 91352
 Collocated Partners: WIOA Title I – Adult & Dislocated Worker
 WIOA Title II – LAUSD
 Title V Older Workers Act

Vernon Central/LATTC WorkSource Center AJCC

Operated by: Coalition for Responsible Community Development (CRCD)
 Address: 400 W. Washington Blvd. Redwood Hall, Suite 106-B
 Los Angeles, CA 90015
 Collocated Partners: WIOA Title I – Adult & Dislocated Worker
 WIOA Title II – All Peoples
 Community Center, Pueblo del Rio, Amity Foundation,
 Abram Friedman Occupation Center and
 Los Angeles Trade Technical

Watts/Los Angeles WorkSource Center AJCC

Operated by: Housing Authority of the City of Los Angeles (HACLA)
 Address: 2212 East Imperial Highway
 Los Angeles, CA 90059
 Collocated Partners: WIOA Title I – Adult & Dislocated Worker
 South Bay Workforce, HACLA Jobs Plus, One Watts, and Red Eye

SPECIALIZED AJCCs**Crenshaw YouthSource Center**

Operated by: Los Angeles Brotherhood Crusade
 Address: 4401 S. Crenshaw Boulevard
 Los Angeles, CA 90043
 Collocated Partners: WIOA Title I – Youth
 TANF/GAIN
 LAUSD Pupil Services and Attendance (PSA) counselor

Panorama City/South Valley YouthSource Center*

Operated by: Goodwill Industries of Southern California (Goodwill)
 Address: 14565 Lanark Street
 Panorama City, CA 91402
 Collocated Partners: WIOA Title I – Youth
 WIOA Title IV – Department of Rehabilitation
 TANF/GAIN
 LAUSD Pupil Services and Attendance (PSA) counselor

Boyle Heights Technology Youth Center

Operated by: LA Youth Opportunity Movement (YOM-BH)
 Address: 1600 E. 4th Street
 Los Angeles, CA 90033
 WIOA Title I Youth Services
 LAUSD Pupil Services and Attendance (PSA) counselor

Central Los Angeles YouthSource Center

Operated by: UCLA Community Based Learning Program (UCLA)
 501 S Bixel Street
 Los Angeles, CA 90017

Central Los Angeles Westlake YouthSource Center

Operated by: Para Los Niños (PLN-Central)
 Address: 234 S Loma Drive
 Los Angeles, CA 90026
 WIOA Title I Youth Services
 LAUSD Pupil Services and Attendance (PSA) counselor
 LAUSD Adult Education
 5 Keys Charter Schools

Northeast Los Angeles YouthSource Center

Operated by: Para Los Niños (PLN-Northeast)
 Address: 3845 Seleg Place #150
 Los Angeles, CA 90031
 WIOA Title I Youth Services
 LAUSD Pupil Services and Attendance (PSA) counselor
 5 Keys Charter Schools

San Fernando/North Valley YouthSource Center

Operated by: El Proyecto del Barrio
 Address: 11844 Glenoaks Boulevard
 San Fernando, CA 91340
 WIOA Title I Youth Services
 LAUSD Pupil Services and Attendance (PSA) counselor

San Pedro/Harbor Area YouthSource Center

Operated by: Managed Career Solutions, Inc. (MCS)
 Address: Harbor College Child Development Center
 1111 Figueroa Place
 Wilmington, CA 90744
 WIOA Title I Youth Services
 LAUSD Pupil Services and Attendance (PSA) counselor

South Los Angeles YouthSource Center

Operated by: Coalition for Responsible Community Development (CRCD)
 Address: 1006 E. 28th Street
 Los Angeles, CA 90011
 WIOA Title I Youth Services
 LAUSD Pupil Services and Attendance (PSA) counselor

South Los Angeles/LA Southwest College YouthSource Center

Operated by: Archdiocesan Youth Employment (AYE)
 Address: 1600 W. Imperial Highway
 Los Angeles, CA 90047
 WIOA Title I Youth Services
 LAUSD Pupil Services and Attendance (PSA) counselor

Southeast Los Angeles/Watts YouthSource Center*

Operated by: LA Youth Opportunity Movement (YOM-Watts)
 Address: 1773 E. Century Boulevard
 Los Angeles, CA 90002
 WIOA Title I Youth Services
 LAUSD Pupil Services and Attendance (PSA) counselor

Sun Valley/North Valley YouthSource Center

Operated by: El Proyecto del Barrio
 Address: 9030 Laurel Canyon Boulevard
 Sun Valley, CA 91352
 WIOA Title I Youth Services
 LAUSD Pupil Services and Attendance (PSA) counselor

Watts YouthSource Center

Operated by: Watts Labor Community Action Center (WLCAC)
 Address: 958 E 108th Street
 Los Angeles, CA 90059
 WIOA Title I Youth Services
 LAUSD Pupil Services and Attendance (PSA) counselor
 WIOA Title IV Vocational Rehabilitation
 California Department of Rehabilitation (DOR)
 LAUSD
 LACCD

West Los Angeles YouthSource Center

Operated by: UCLA Community Based Learning Program (UCLA)
 Address: 3415 S. Sepulveda Boulevard #370
 Los Angeles, CA 90034
 WIOA Title I Youth Services

Affiliate and Specialized AJCCs

Per EDD Directive WSD 18-12, if an affiliate or specialized AJCC only has one MOU partner within the AJCC, they are not required to negotiate the IFA as there are no costs sharing partners. However, the Local Boards and partners may choose to include affiliate and specialized AJCCs with only one collocated partner if they are participating in a network of IFA. The Specialized AJCCs are not participating in the IFA, therefore, the Specialized or Youth AJCCs are listed in this MOU for information purposes only.

Infrastructure Cost Allocation Methodology

The City and Collocated Partners agree to employ space use by square footage (the proportion of a Partner's occupancy percentage) as the cost allocation methodology to determine the proportionate share of infrastructure costs for each Collocated Partner. The methodology will apply the ratio of space usage by a Partner over the entire space of the site occupied by all Partners to the infrastructure costs of the AJCCs to determine the share of the given Partner's cost. The calculation of infrastructure costs is for the whole system rather than center by center.

The City will have multiple sites which will require infrastructure cost sharing. Depending on the site, rents and leases may include or exclude maintenance, utilities, custodial and security services, technology to facilitate access to AJCCs, and equipment. In instances where some infrastructure costs are not included in rents and leases, the same methodology will apply to those costs unless a Partner has specific utility, technology, equipment, and/or furniture needs. For such specific needs, the Partner will be fully responsible for the additional retail or actual cost of such items. Infrastructure costs will be reconciled on an annual basis.

System Infrastructure Budget (See Attachment A)

The City and AJCC System Partners have chosen to develop a system-wide infrastructure budget for the delivery of services in the City's AJCC network.

The City and Collocated Partners agree to employ space usage by square footage (the proportion of a Partner's occupancy percentage) as the cost allocation methodology to determine the proportionate share of infrastructure costs for each Collocated Partner. The methodology will apply the ratio of space usage by a Partner over the entire space of the site occupied by all collocated Partners to the infrastructure costs of the Comprehensive AJCC to determine the share of the given Partner's cost.

Initial Proportionate Share (See Attachment B)

Infrastructure Contributions

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 (WIOA Joint Final Rule Section 678.720). If third-party in-kind contributions are made to support the AJCC as a whole (such as facility space), that contribution will not count toward the AJCC Partner's proportionate amounts. Rather, it will be applied to the overall infrastructure costs and thereby reduce the contribution required for all AJCC partners.

Sharing of Other System Costs

In compliance with WIOA Joint Rule Section 678.760, Partners must use a portion of their funds made available to them under their authorizing federal statute to pay for other system costs required for the delivery of services and operation of the One-Stop delivery system, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, and referral to other AJCC System Partners. These costs will be shared with Collocated, as well as Non-Collocated Partners.

Other System Costs may be shared through cash, non-cash, or third-party in-kind contributions. These costs will be allocable to each partner based on proportion of benefit received by each partner's program. If available, participant data will be used to determine the level of benefit to the program of each partner.

Other System Costs Allocation Methodology

The Other System Costs Allocation Methodology is based on square footage and minimum contributions; however, the City is submitting the actual service contributions as determined by AJCC partners.

Process for Periodic Modification and Review

The City, on behalf of the WDB, is responsible for ensuring that all AJCC infrastructure costs are paid according to the provisions of this MOU and will undertake the reconciliation processes outlined herein to remedy any issues or discrepancies. The City will review the MOU budgets at a minimum of once a year and a progress report based on fourth quarter year-to-date expenses will be made available to all Partners before the annual review to serve as the basis for any proposed modifications or amendments. The City may act as liaison between WDB and AJCC System Partners to review and evaluate the MOU budgets during the annual review period or whenever there is an urgent need to modify or amend a budget.

Partner contributions, regardless of the type, will be reconciled by the City at least once a quarter, comparing expenses incurred to relative benefits received. The reconciliation process is necessary to ensure that the proportionate share each Partner is contributing remains consistent, up-to-date, and in compliance with the cost methodologies and terms outlined in this MOU. All parties to this MOU agree to reconcile infrastructure costs on an annual basis.

Career Services Applicable to Partners (Attachment C)

Consolidated Budget for the Delivery of Applicable Career Services (Attachment D)

Current MOU Partner List

- California Department of Rehabilitation
- California Employment Development Department
- City of Los Angeles, Department of Aging
- City of Los Angeles, Community Investment for Families Department
- Los Angeles Community College District
- Los Angeles Unified School District
- Southern California Indian Center, Inc.

- Los Angeles County Department of Public Social Services
- Coalition for Responsible Community Development (Youthbuild)
- Alliance for Community Empowerment (Youthbuild)
- Miguel Contreras Foundation

City of Los Angeles AJCC System Design and Referrals

The City's WDS operates based on no-wrong-door policy to ensure that all customers entering the AJCC will be made available appropriate programs, services, activities and needed resources. As such, the City's WDS implemented the Integrated Service Delivery (ISD) system model designed to integrate the work of local WIOA programs with Wagner-Peyser programs within America's Job Centers of California. By working with an integrated customer pool, ensuring an integrated customer flow design, and moving toward integrated staffing, the ISD model seeks to increase service delivery and improve performance outcomes.

As an element of its redesigned WDS, the City has implemented an ISD model that requires the enrollment of all WIOA eligible customers. A significant benefit of changing to this model is that a greater number of customers will receive intensive services. The significant increase in the number of enrolled participants will be achieved through the development of formal strategic system partnerships with education, employment training and social services providers, the development of comprehensive employment toolkits to serve program participants, and the effective management of customer flow. Therefore, all referrals made electronically will be followed by a verbal communication to complete the objective of system partnership. In addition, the parties to this MOU may manage referrals through, but not limited to, the following methods:

- Training/cross-training of designated staff
- Use of the State's CalJOBSSM system
- A portal listing the respective programs and contacts for each WDS partner

Shared Services

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

WorkSource Centers (WSCs) are a central point of entry to employment and training programs for any individual, without regard to eligibility, for information on job vacancies, career options, financial aid, employment trends, and labor market information. Also, WSC strategic partners provide workforce development services and programs.

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

Shared Customers

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

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

Dislocated Workers who need support and services to reconnect to employment or who need additional training and services for employment in new or emerging industry sectors, or a new career, are included. Youth, ages 14-24 years, especially disconnected youth (those out of school and out of work), including foster youth and probation youth, are included.

Access for Individuals with Barriers to Employment

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

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

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

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

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

Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, the parties to this MOU agree to the following:

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

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

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

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

All the parties to this MOU agree to designate staff to attend and receive training on shared technology and system security, and to sign an acknowledgment of responsibility in regard to DOL Funded data systems and protected PII. See also Annual Plan PY 2025-26 PII Policy.

Confidentiality

The Parties to this MOU agree to the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, will be confidential and will not be open to examination for any purpose not directly connected with the delivery of such services.
- To abide by the existing Annual Plan PY 2025-26 PII Policy which can be found on the Economic and Workforce Development Department (EWDD) website, (https://ewdd.lacity.gov/images/reports/ap26/APy26_draft1_tab5_Policies.pdf).
- No person will publish, disclose use; or permit, cause to be published, disclosed or use, any confidential information pertaining to AJCC applicants, participants, or customers unless a specific release is voluntarily signed by the participant or customer.
- To abide by the current confidentiality provisions of the respective statutes to which the AJCC system partners must adhere, and to share information necessary for the administration of the program as allowed under law and regulation.

Non-Discrimination and Equal Opportunity

The Parties to this MOU will not unlawfully discriminate, harass, allow harassment or retaliate against any employee, applicant for employment or AJCC applicant based on gender, race, color, pregnancy, ancestry, religion, national origin, English proficiency, political affiliation and belief,

veteran status, physical disability, medical condition(s), mental disability, age, sexual orientation, gender identity, gender expression, or marital status.

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

Grievances and Complaints Procedure

The parties to this MOU agree to abide by grievance procedures as outlined in WIOA and in the operational procedures of all partners under federal, State, County and local jurisdictions. See Annual Plan PY 2025-26 WIOA Grievance and Complaint Procedures.

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

Americans with Disabilities Act, Seismic and Amendments Compliance

The Parties to this MOU agree to ensure that the policies and procedures as well as the programs and services provided at AJCCs are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the of Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

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

Effective Dates and Term of the MOU

The term of this MOU is from July 1, 2025, through June 30, 2028.

Modifications and Revisions

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

Termination

The Parties to this MOU understand that implementation of the City 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 in which different ways of working together and providing services are being tried. The partnership covered under this agreement shall terminate upon the completion of the period described in this MOU, unless the parties to this MOU agree to extend the term and provided each party can provide resources necessary. In the event it becomes necessary for one or more the Parties to cease being a part of this MOU, said entity will notify the other the Parties to this MOU in writing 30 days in advance of that intention.

Administrative and Operations Management

The City AJCC shall accommodate collocated partners and ensure that adequate resources are available for all work activities pursuant to this MOU, including but not limited to, adequate workstation/area and public access to services and information of the system partners. The partners outlined in this MOU shall meet as needed but at least on a quarterly basis to ensure the enhanced delivery of program services.

The day-to-day supervision of staff assigned to the AJCC will be the responsibility of the site supervisor(s). The staff on site will continue to take work direction from their employers. Any changes to the work assignments or any problems at worksite will be resolved between the on-site supervisor and the employer.

The work hours for staff on site at the AJCC will be established by the site supervisor and the employer according to AJCC hours of operation. All staff will comply with the holiday schedule of their employer and will operate on site in accordance with the AJCC's holiday schedule. The holiday schedule will be provided to the on-site parties described in the MOU at the beginning of each year.

Each party mentioned in this MOU shall be solely responsible for providing to, or in behalf of, its employee(s), all legally required employee benefits. In addition, each party shall be solely responsible 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 regulation governing such matters.

License for Use

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

Dispute Resolution

Process Used to Resolve Issues during MOU Term When Consensus Cannot be Reached.

AJCC System Partners will attend quarterly local AJCC level meetings at the Comprehensive AJCC that serves as a partner's local host, when collocated, or is its primary local AJCC partner, when not collocated. The primary function of these local quarterly AJCC meetings will be to serve as a regular forum for local AJCC Partners to discuss, vote on, and resolve common issues or disputes. Any issues being voted on at a quarterly AJCC meeting will be posted as part of the meeting agenda and announced by City at least two weeks in advance. If a Partner is not able to participate in a meeting, it may vote via proxy by submitting a written vote to City prior to the meeting or on the day of the meeting. In order for a vote to take place, there must be a quorum (at least 51%) of Partners present at the meeting, which includes Partners voting via proxy. An email vote may be called, with no less than three business days' notice and at the request of a Partner or City, if there is an issue that requires immediate action or to facilitate the participation of all local Partners. When a call for votes via email is announced, balloting instructions will be included as part of the formal correspondence.

If consensus cannot be reached at a quarterly meeting, or if the issue is specific to a particular partner or subset of partners, that partner or group of partners will agree to work in a cooperative manner with the City to resolve the issue. If an issue cannot be resolved at the local AJCC level, the issue will be brought to the attention of the City. The Executive Director of the WDB will attempt to mediate the dispute or disagreement.

Assignment

Except as otherwise provided in this MOU, the rights and duties of each Partner may not be assigned or delegated without the advance written consent of the City, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. This MOU shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Press Releases and Communications

EWDD shall be notified when the City's WSC or YouthSource Centers (YSC) are approached with interview requests related to communicating with the press, television, radio, print, or any other form of media regarding its duties or performance under this MOU. Participation of each party in press/media presentations will be sent to EWDD's Communications Team for review with EWDD's General Manager to approve content and release of said materials, and approval of EWDD staff to be interviewed.

In partnership efforts between the City's WSCs and YSCs with AJCC Centers, marketing materials will reference each party, unless otherwise directed by the other parties.

For partnership efforts between the EWDD's WSCs and YSCs and Los Angeles County's AJCC network, both 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, and any written correspondence.

Execution in Parts or Counterparts

This MOU may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Party hereto. Facsimile or electronic signatures shall be binding.

Hold Harmless/Indemnification/Liability

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

Severability

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

Integration Clause

The foregoing constitutes the full and complete agreement of the Parties. This MOU supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this MOU that are not set forth in writing herein.

Authority and Signature

The individual signing for each mandated AJCC System Partner below has the authority to commit the party they represent to the terms of this MOU.

CHARLES WOO, Board Chair

Date

Workforce Development Board, City of Los Angeles

XXXXXXXXXX, XXXXXXXXXXXX

Date

XXXXXXXXXXXXXXXXXXXXXXXXX