



## **Workforce Innovation and Opportunity Act Memorandum of Understanding**

### **1. Preamble/Purpose of MOU**

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) be developed and executed between the NOVAworks Workforce Board (NWB) and the America's Job Center of California<sup>SM</sup> (AJCC) Partners (AJCC Partners, as described under the section "AJCC Partners to the MOU" below), to establish an agreement concerning the operations of the AJCC delivery system.

This MOU establishes a cooperative working relationship between the AJCC Partners and defines 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 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:

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

These objectives will be accomplished by assuring access to high-quality AJCCs that provide a full range of services for all customers seeking assistance with any of 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.

### **2. Local/Regional Vision Statement, Mission Statement, and Goals**

**Our Vision:** We envision a vibrant region where growth and opportunity fuel shared prosperity.

**Our Mission:** Our mission is to bridge the gap between job seekers and employers by providing comprehensive training and employment services to support career

advancement, fulfill the talent needs of our business community, and drive the economic vitality of the Silicon Valley region.

**Our Purpose/Goals:** We support workforce mobility by easing workers' transitions from opportunity to opportunity throughout their career cycles. To advance transitions with economic sustainability, we provide:

- real-time labor market information about in-demand skills;
- skill-building enhancements to match market demand;
- navigation tools for the ever-changing and entrepreneurial new labor market;
- advocacy for necessary infrastructure to support workers between opportunities; and
- interconnected support system for multiple career pathways for youth.

### **3. AJCC Partners to the MOU**

This MOU is entered into between NWB and the AJCC Partners named below, with consent of the local Chief Elected Official, the Mayor of the Sunnyvale City Council, hereafter, the CEO.

Required AJCC Partners include local/regional representatives of the following programs:

- WIOA Title I-Adults, Dislocated Workers and Youth: NOVAworks;
- WIOA Title II-California Department of Education Adult Education/Literacy: Jefferson Union High School District Adult Education, Milpitas Adult Education, Mountain View-Los Altos Adult Education, Palo Alto Adult School, Santa Clara Adult Education, Sequoia District Adult School, San Mateo Adult School, South San Francisco Adult Education, Fremont Union High School District (FUHSD) Adult School, and La Costa Adult School;
- WIOA Title III-California Employment Development Department Workforce Services Branch: Wagner-Peyser;
- JVSG-California Employment Development Department Workforce Services Branch;
- WIOA Title IV-Vocational Rehabilitation: California Department of Rehabilitation;
- Title V-Older Americans Act: Felton Institute;
- Temporary Assistance for Needy Families/CalWORKs-California Department of Social Services: County of Santa Clara (through its Social Services Agency) and San Mateo County (through its Human Services Agency);
- Community Action Partnership (CAP): Center for Employment Training;
- Migrant and Seasonal Farm Workers: Center for Employment Training and La Cooperativa Campesina
- Housing & Urban Development: Santa Clara County Housing Authority;
- Community Colleges/Post-Secondary Education: Foothill-De Anza Community College District, Mission College and San Mateo County Community College for its College of San Mateo;
- Job Corps: San Jose Job Corps;
- Native American: Native American Health Center; and

- Unemployment Insurance: California Employment Development Department, Unemployment Insurance Branch.

In addition, AJCC Partners may include other agencies approved by the NWB and CEO.

#### **4. AJCC System Services**

AJCC's services as required by WIOA and provided by the AJCC Partners to this MOU are outlined in **Attachment A**, AJCC System Services.

#### **5. Responsibility of AJCC Partners**

The AJCC Partners agree to the responsibilities outlined below.

1. The AJCC Partners will participate in joint planning, plan development, and continuous improvement of activities to accomplish the following:
  - Continuous partnership building.
  - Adherence to state and federal program requirements.
  - Monitor and respond to local and economic conditions, including employer needs.
  - Adherence to strategic planning principles adopted by the Act for long-range planning, including the requirement for continuous improvement.
  - Adherence to common data collection and reporting principles, including need for modification or change.
  - Diligence in developing coordinated local leadership in workforce development through:
    - a. Responsiveness to participant/customer needs;
    - b. Maintenance of system infrastructure;
    - c. Shared technology and information, according to confidentiality requirements in the Confidentiality section of this MOU below; and
    - d. Performance management to measure the success of the local One-Stop system overall and to enhance performance in a spirit of quality management and continuous improvement.
2. Make the AJCC system and services available to customers that are applicable to the Partner's programs.
3. Participate in the operation of the AJCC, consistent with the terms of the MOU and requirements of authorized laws.
4. Participate in capacity building and staff development activities in order to ensure that all AJCC Partners and staff are adequately cross-trained and that AJCC Partners with customers accessing the system have the tools to promote and support such access.

## **6. Methods for Referring Customers**

The AJCC Partners will refer customers using the inter-partner and inter-agency referral process as required by WIOA and described in **Attachment B**, AJCC System Services Referral Agreement.

## **7. Access for Individuals with Barriers to Employment**

Access points for residents in the NWB AJCC service area include:

NOVAworks Job Center Sunnyvale (AJCC Comprehensive Job Center)  
456 W. Olive Avenue  
Sunnyvale, CA 94086

The AJCC Partners are committed to providing priority of services to recipients of public assistance, other low-income individuals, or individuals who are basic skills-deficient when providing individualized career services and training services funded with WIOA adult funds.

The AJCC will ensure access for all individuals that qualify as an “individual with a barrier to employment,” defined as an individual of one or more of the following populations:

- Displaced homemakers
- Low-income individuals
- Individuals on TANF
- Indians, Alaska Natives, and Native Hawaiians, as defined in section 166 of WIOA
- Individuals with disabilities, including youth who are individuals with disabilities
- Veterans
- Older individuals
- Ex-offenders
- Homeless individuals, as defined in section 41403(6) in the Violence Against Women Act of 1994, or homeless children and youths, as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act
- Youth who are in or have aged out of foster care
- 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, defined in section 167 of WIOA
- Individuals within two years of exhausting lifetime eligibility under the Temporary Assistance for Needy Families (TANF) Program (Part A of Title IV of the Social Security Act)
- Single parents, including single pregnant women
- Long-term unemployed individuals
- Any other populations defined by the State

The AJCC Partners’ policies, procedures, programs, and services will be in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

## **8. Shared Technology and System Security**

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including customer 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.
- Follow the principles of common reporting and shared information through electronic mechanisms, including shared technology, according to the confidentiality requirements in the Confidentiality section of this MOU below.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers including, but not limited to, 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, as resources allow.
- Agree upon system security provisions, according to the confidentiality requirements in the Confidentiality section of this MOU below.

## **9. Confidentiality**

The AJCC Partners 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 that may apply to one or all of the AJCC Partners to assure that:

- 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.
- 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 Partners agree to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC Partners must adhere, and shall share information necessary for the administration of the program as allowed under WIOA law and regulation. The AJCC partner, therefore, agrees to share customer 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 upon the written permission from a participant outlined in an authorization for release of information/records form, a sample of which can be found in **Attachment C**, AJCC Authorization for Release of Information/Records Form.

- AJCC Partners shall share customer information, according to the confidentiality requirements stipulated in this section, solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each Partner shall respect and abide by the confidentiality policies of the other Partners.

#### **10. Non-Discrimination and Equal Opportunity**

The AJCC Partners 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, or any other protected characteristic in violation of federal and state laws. The AJCC partner agrees to comply with the provisions of the California Fair Employment and Housing Act (Government Code Section 12900 et seq.) and related, applicable regulations.

#### **11. Grievances and Complaints Procedure**

The AJCC Partners agree 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. The procedures will allow the customer or entity filing the complaint a fair and complete hearing and resolution of their grievance. The Partners further agree to participate in quarterly stakeholder meetings where the service-delivery system will be discussed, and issues can be raised and resolved. Finally, the Partners 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.

#### **12. Americans with Disabilities Act and Amendments Compliance**

The AJCC Partners' policies and procedures as well as the programs and services provided at the AJCC will comply with applicable federal, state and local law including, but not limited to, the Americans with Disabilities Act and its amendments, 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 CRF Part 37 and all other regulations implementing the aforementioned laws.

#### **13. Infrastructure Funding Agreement & Other Shared System (Career Services) Costs**

*Infrastructure Funding Agreement:* The infrastructure costs budget is based on the one comprehensive AJCC Job Center operating in the NOVA workforce development area: NOVAworks Job Center in Sunnyvale. The infrastructure funding agreement has achieved consensus and is in compliance with State requirements. Please refer to

**Attachment D, NOVAworks Job Center Infrastructure Costs Budget and Initial Proportionate Share of Infrastructure Costs Allocated to Co-located Partners.**

For co-located partners: As of the date of this MOU, there are no co-located partners at the AJCC Comprehensive Job Center.

Cost Allocation Methodology to Share Agreed Upon Infrastructure Costs: The NOVAworks Workforce Board and future co-located partners to this MOU agree to a cost allocation methodology to identify the proportionate share of infrastructure costs each partner will be expected to contribute. This cost allocation methodology adheres to the following: is consistent with federal laws authorizing each partner's program; complies with federal cost principles in the Uniform Guidance; includes only costs that are allowable, reasonable, necessary, and allocable to each program partner; and is based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.

The infrastructure cost allocation methodology selected is the proportion of a partner program's occupancy percentage in square footage and time utilized at the NOVAworks Job Center in Sunnyvale, the AJCC comprehensive center. By signing this MOU, any future co-located partners agree to the terms prescribed in the Infrastructure Funding Agreement.

For non-co-located partners:

The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-co-located partners who are receiving benefit from the AJCC will also be required to contribute their proportionate share towards infrastructure costs in accordance with State WIOA policies and guidance. Consequently, this MOU must include an assurance from all non-co-located partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available. By signing this MOU, all parties agree that when data are available to determine the AJCC benefit to non-co-located partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

For Native American Programs: WIOA Section 121(h)(2)(D)(iv) stipulates that Native American programs are not required to contribute and will not be contributing to infrastructure funding.

*Other Shared System (Career Services) Costs* for all AJCC Partners to this MOU: Please refer to **Attachment E, NOVAworks Job Center Other One-Stop System (Career Services) Costs Budget and AJCC Partner Costs for Career Services.**

Cost Allocation Methodology to Share Agreed Upon Other One-Stop System (Career Services) Cost: The NOVAworks Workforce Board and AJCC Partners to this MOU agree to a cost allocation methodology to identify the proportionate share of other One-Stop system (career services) costs each partner will be expected to contribute. This cost allocation methodology will adhere to the following: is consistent with federal laws authorizing each partner's program; complies with

federal cost principles in the Uniform Guidance; includes only costs that are allowable, reasonable, necessary, and allocable to each program partner; and is based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.

The career services cost allocation methodology selected is the proportionate share of career services costs and shared customers. Currently there is no database in place that provides information on shared customers, so the budget in Attachment E submitted as part of this MOU agreement will only contain career services costs. When data becomes available, the proportionate share will be determined by comparing the percentage of shared customers with the total number of customers. This agreement will be renegotiated with the AJCC Partners at that time. By signing this MOU, all parties agree to the terms prescribed in the sharing of the other One-Stop system (career services) costs.

#### **14. 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, effective from July 1, 2025 through June 30, 2028, unless otherwise terminated, as provided in the Termination section below. The MOU will be reviewed, at a minimum, every three years, to identify any substantial changes that have occurred and shall automatically renew, unless otherwise changed or terminated, as provided in the Termination section below. The Infrastructure Funding Agreement budget shall be reviewed annually and updated if there are substantial changes.

#### **15. Modifications and Revisions**

This MOU and Attachments A through E constitute the entire agreement between the AJCC Partners and the NWB 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 MOU shall be reviewed at a minimum every three years and updated if there are substantial changes. The Infrastructure Funding Agreement budget shall be reviewed annually and updated if there are substantial changes. About three months before the end of the three-year period of the MOU or one-year period for the infrastructure budget, NOVA Workforce Services, a department of the City of Sunnyvale ("NOVAworks"), on behalf of the NOVAworks Workforce Board, shall initiate the review process by contacting the AJCC Partners. There may be other times over the course of the agreement where there are significant changes that will require a review of the agreement. In the event this occurs, partners may request a modification in writing to NOVAworks. NOVAworks will contact the appropriate partners to review and will modify if agreed. All partners will agree to modifications via signature. The MOU will also be reviewed and, if necessary, renegotiated during the development or modification of the Local Workforce Development Plans and Regional Workforce Development Plans. AJCC Partners are committed to contributing their fair and equitable share of infrastructure and other system costs (if applicable) and agree to contact NOVAworks should significant changes occur over the course of the MOU agreement that will impact contributions.



## **16. Termination**

The AJCC Partners 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 AJCC Partners 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 AJCC Partners to cease being a part of this MOU, said entity shall notify the other Partners and the NWB, in writing, 30 days in advance of that intention.

## **17. Administrative and Operations Management**

### *Supervision/Day to Day Operations*

For those co-located AJCC Partners, the day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the Job Center 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), the supervisor of the original employer if on site 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 Partner will take appropriate action.

Each Partner shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally required employee compensation and benefits, including compliance with all employment laws. In addition, each party to this Agreement shall indemnify and hold all other parties harmless from all damages, claims, liability, administrative proceedings or matters relating to compensation of the indemnifying Partner's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing employment.

### *Dispute Resolution*

For those co-located AJCC Partners, the parties agree to try to resolve policy, practice disputes or other problems at the lowest level, starting with the supervisor of the respective staff's employer if on site, and, if not, the Job Center 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's employer and the operator, for discussion and resolution.

### *Press Releases and Communications*

AJCC Partners shall have the option to be included in any communication with the press, television, radio or any other form of media when the AJCC Partner's specific duties or performance under this MOU is addressed. Unless otherwise directed by

the other AJCC Partners, in all communications, each party shall make reference to the AJCC as a single system and only call out individual AJCC Partners as appropriate to the topic or issue being covered.

The AJCC Partners agree to utilize the AJCC logo developed by the State of California and the NWB for AJCC usage.

*Hold Harmless/Indemnification/Liability*

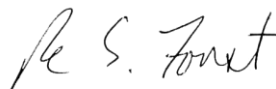
In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions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

**18. Multiple Originals; Counterparts**

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

## SIGNATURES

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement, and Attachments A, B, C, D and E.



Dated: June 13, 2025

By: \_\_\_\_\_  
Rosanne Foust  
Co-Chair, NOVAworks Workforce Board



Dated: June 13, 2025

By: \_\_\_\_\_  
Andy Switky  
Co-Chair, NOVAworks Workforce Board

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Honorable Larry Klein  
Mayor, City of Sunnyvale

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Attachment A  
**AJCC SYSTEM SERVICES**

**WIOA TITLE I ADULTS, DISLOCATED WORKERS, and YOUTH: NOVA Workforce Services Department, City of Sunnyvale (“NOVAworks”)**

**Description of Services:**

Career Services:

- Outreach, intake and orientation;
- Eligibility determination;
- Comprehensive assessments and in-depth interviewing and career advising to help customers determine suitable employment goals and career pathways;
- Development of Individual Employment Plan (IEP);
- Job search workshops and access to job postings and job fairs (including out of area job search and relocation assistance);
- Connections networking program;
- Labor exchange services;
- Information about and referrals to AJCC partner programs, supportive services and other programs as appropriate;
- Access to online career navigation tool “My Plan”;
- Information on unemployment insurance;
- Financial aid information;

Training Services:

- Provision of training program funds if available and performance information;
- Establishment of an individual training account;
- Short-term pre-vocational services;
- Online training options;
- Internships and work experience placements if available;
- On-the-Job training placement if funding available;
- English language acquisition;
- Financial literacy;
- Establishment of apprenticeships;

Follow-up services:

- Make available for customers continued career and retention advising for up to 12 months following employment;

Young Adult services:

- Career Guidance Services;
- Individual Support;
- Work Experience Program;
- Training.

**Referral Process:**

- Title I Partners agree to follow the AJCC System Services Referral Agreement. In addition, they will provide other AJCC partners with the address, phone numbers, and contact information for the job centers and the required documents in order to enroll in partner services. Customers will be asked to visit the job centers in order to

enroll in services there. Following enrollment/eligibility determination, customers will be oriented to the services that are available.

- Title I Partners agree to also refer customers to other partner agencies in the AJCC system, as appropriate.

### **WIOA TITLE I RAPID RESPONSE/EMPLOYER SERVICES: NOVA Workforce Services Department, City of Sunnyvale (“NOVAworks”)**

#### **Description of Services:**

- Access to workforce and labor market statistical information including labor market information regarding wages, job classifications, employment rates and in-demand industry sectors; job posting assistance; and recruitment assistance including job fairs, resume searches, and job announcements across the AJCC system;
- Business assistance with employer-related questions including: resources related to employee management and regulations, small business and self-employment, employment-related tax credits, and wage subsidy programs; information on hiring and making accommodations for employees with disabilities; and assistance with job descriptions;
- Business assistance with averting layoffs or layoff/rapid response events including: business analysis and assistance to avoid employee layoff or closures, assistance with layoff and provision of information to dislocated workers, and assistance with talent transfer to minimize unemployment;
- Training resources for business owners and/or incumbent workers including customized training for a specific company or industry sector;
- Sector partnerships including: developing relationships with employers and intermediaries and developing, convening, or implementing industry or sector partnerships.

#### **Referral Process:**

- AJCC partners may contact NOVAworks business services staff directly.
- Partner will refer customers to other AJCC partners that serve employers.

### **WIOA Title II ADULT EDUCATION and CAREER and TECHNICAL EDUCATION (CTE) (Carl Perkins) for applicable agencies: Jefferson Union High School District Adult Education, Milpitas Adult Education, Mountain View-Los Altos Adult Education, Palo Alto Adult School, San Mateo Adult School, Santa Clara Adult Education, Sequoia District Adult School, South San Francisco Adult Education, Fremont Union High School District (FUHSD) Adult School, and La Costa Adult School**

#### **Description of Services:**

- Lifelong educational opportunities to help individuals meet their educational and career goals necessary to effectively participate as productive community participants, workers and family members;
- Intake, eligibility determination, and identification of service need;
- Comprehensive assessment of skills, aptitudes, abilities and support services needed;

- Orientation of services available including support services and funds that are available to facilitate success;
- In-depth interviewing and career counseling to help customers determine suitable employment goals and career path;
- Classes to enhance future employment opportunities and personal growth through adult basic skills, citizenship, English as a Second Language (ESL), adult high school diploma and HSE test preparation for those who have not completed high school, career technical education, parent education, and specific services to CalWORKs recipients;
- Career training in certificate programs in demand occupations;
- Job search and placement assistance including job preparation, resume writing, and job interview coaching;
- Assistance with career navigation that may entail preparing for further education and improving career possibilities;
- Provision of referrals to and coordination of activities with appropriate partners based on customer interests and needs;
- Participation in sector partnerships to align employer needs with workforce preparation.

**Referral Process:**

- Individuals needing adult education services will be referred to the appropriate local center contact person.
- Adult Education partners will make available their flyers about programs and catalogues of class offerings to the other AJCC partners.
- Adult Education partners will refer participants to other AJCC partners as appropriate.
- Adult Education partners may use the technology platform, CommunityPro, for making referrals.

**WIOA TITLE III STATE WORKFORCE SERVICES (Wagner-Peyser, Veterans and Trade Adjustment Assistance programs): California Employment Development Department (EDD) Workforce Services Branch**

**Description of Services:**

- Core services that may include, but are not limited to: Employment Services, Veterans Services, Labor Market Information, Employer Informational Services, and Trade Adjustment Assistance. A description of services within each of these categories of core services is provided below:
  - Employment Services:  
Universal access to the registration process and, based on required identification, may receive one or more of the following services:
    - Access to basic labor exchange, CalJOBS<sup>SM</sup> and various printed and electronic materials for preparing resumes and improving interviewing skills;
    - Public access to computer stations; Labor Exchange (job seekers & employers) using the State CalJOBS<sup>SM</sup> system;
    - Workshops (employment and job search preparation);
    - Staff assistance per program eligibility may receive the following:

- Determination of employment related skills, abilities, and knowledge;
  - Assignment of specific occupational codes and titles;
  - Determination of employment barriers;
  - Matching of applicant profile with existing opportunities;
  - Referrals to employers where qualifications and requirements match;
  - Documentation of referrals and results through employer follow-up;
  - Referral to other partners when barriers indicate a need for intensive services;
  - Initiation of job development activities; and
  - Provision of Fidelity Bonding information;
  - Facilitated self-help may include but not be limited to the following services:
    - Assistance and guidance in using CalJOBS<sup>SM</sup>;
    - Assistance in placing resumes on EDD;
    - Assistance to individual job seekers in full utilization of any resource center materials and equipment.
  - Young Adult Program access; Case management for eligible youth participants;
  - Assistance to employers in recruiting, hiring, and retaining the best qualified persons for positions at all skill and education levels as follows:
    - Active outreach to employers to inform and educate on services and resources available through EDD;
    - Assistance in posting job orders into CalJOBS<sup>SM</sup>;
    - Availability of facilities for employers to conduct interviews and other recruiting activities when accommodation is feasible;
    - Provision of information on services and resources available through other units of EDD and governmental entities.
- Unemployment Insurance (UI) Services:
- **Program Eligibility**

The EDD provides UI claim information online to customers on UI Online<sup>SM</sup> and by mailing the following documents that can be utilized when determining eligibility for the local Title I programs:

    - Notice of Unemployment Insurance Award (DE 429Z)
    - Notice of Unemployment Insurance Claim Filed (DE 1101CLMT)

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

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

- **UI Claim Filing Assistance and Information**

The WIOA outlines the 10<sup>th</sup> Basic Career Service as providing meaningful assistance in filing a UI claim in the one-stop delivery system.

The UI program is committed to providing AJCC staff with training on resources available on the EDD website for filing a UI claim, accessing UI Online, viewing tutorials, and FAQs.

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

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

- **California Training Benefits (CTB)**

Participate in consistent and meaningful collaboration and communication pathways within the California Training Benefits (CTB) programs, including a streamlined and expedited response time to determining requests sent to UI for CTB eligibility received from the local areas.

- **Trade Adjustment Assistance (TAA)/ Trade Readjustment Allowance (TRA)**

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

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

- **Rapid Response**

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

Provide information on EDD programs and services at orientation:  
Work Share Program,  
Partial Program,



TAA/TRA,  
UI services, and CTB.  
NOTE: UI resources determined by event.

- **Reemployment Services and Eligibility Assessment (RESEA) and Personalized Job Search Assistance (PJSA)**

Committed to profiling and scheduling job seekers to PJSA and RESEA workshops.

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

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

- **Work Share**

Committed to providing lay off aversion information to Employers.

- **Veteran's Services:**

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

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

- **Labor Market Information:**

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

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

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

    - TAA benefits equal to most recent weekly benefit amount of unemployment insurance;
    - Trade Readjustment Allowance (TRA) benefits while enrolled in approved training if enrollment meets timing criteria;
    - Financial assistance with transportation, living expenses, job search travel expense, and/or relocation expenses may be available;
    - Rapid Response presentations;
    - Training or re-training assistance and allowance;
    - Co-enrollment with Title I partners for individual assessment;
    - Writing of training contracts and doing invoicing;

- Case management for eligible participants throughout training period;
- Employment Services

**Referral Process:**

- If EDD services are not available at an AJCC job centers, the following procedures will be used to refer persons needing assistance:
  - Referral to appropriate person or unit who can provide information or service; and
  - Provision of printed materials containing the necessary contact information.
- EDD agrees to refer customers to other AJCC partners for services as appropriate.

**WIOA TITLE IV VOCATIONAL REHABILITATION: California Department of Rehabilitation (DOR)**

**Description of Services:**

- Services offered include: employment, training and education services for eligible individuals seeking jobs or wishing to enhance their skills and technical assistance for employers.
- Vocational Rehabilitation (VR) services determined by eligibility, economic need, and individual need as authorized by the Rehabilitation Act of 1973 to include:
  - Medical and psychological exams and trial work experiences as necessary for determination of eligibility;
  - Vocational evaluations as necessary for program services planning;
  - Physical/mental restoration services (not covered by other comparable benefits);
  - Physical aids (orthotic/prosthetic devices, wheelchairs, hearing aids, low vision aids);
  - Academic, vocational, and work adjustment training;
  - Special services for the deaf and hard of hearing and the blind and visually impaired;
  - Counseling and guidance;
  - Job development and job placement services;
  - Rehabilitation technology (adaptive equipment and workplace accommodations not provided by the employer);
  - Supported employment, independent living, and post-employment services (within 12 months following case closure);
  - Temporary assistance with transportation and living expenses (if appropriate) while participating in the VR program; and
  - Evaluation, training, and placement.
- Provision of training and technical assistance to AJCC partners on topics that may include auxiliary aides and services, and rehabilitation technology for individuals with disabilities.

**Referral Process:**

- Contact the VR counselor in person, by phone, by email, or through AJCC standard referral process. Provide the individual's name, address, phone number, and known or suspected disabling condition. If the VR counselor is not available for immediate

assistance or is out of the office, provide the customer with VR informational sheet (provided in regular print, large print, or Braille) and a VR application. All referrals of all disability groups will be provided information about DOR services at the AJCC orientation. The VR counselor will make arrangements for a specialty counselor if necessary.

- Provide training and technical assistance to AJCC partners on eligibility for and scope of VR services.
- Provide technical assistance to employers on disability etiquette, recruitment and selection, reasonable accommodations, accessibility to programs and services, physical access surveys, publications, referrals, and resources. DOR agrees to refer customers to other AJCC partners as appropriate.

#### **TITLE V OLDER AMERICANS ACT: Felton Institute**

##### **Description of Services:**

- Services to older workers most in need, ages 55 or older, who meet the federal guidelines for low-income (defined as an income at or below 125% of the Federal Poverty Level) and are legal residents;
- Classroom training and on-the-job training/work experience in nonprofit and public agencies for 20 hours per week of paid wages;
- Provision of eligibility determination for work experience, medical exams, etc.;
- Employability skills training and placement assistance;
- Resource to other AJCC partner agencies serving older workers that may include: benefits for older workers, recruitment of qualified older workers, creating a user-friendly work environment for older workers, and establishing guidelines for designing flexible work hours and realistic expectations of outcome.

##### **Referral Process:**

- Provide the contact information for making referrals. AJCC partners may refer customers directly to the agencies that potentially meet eligibility requirements.
- Refer customers to other AJCC partners as appropriate.

#### **TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)/CalWORKS: County of Santa Clara Social Services Agency and San Mateo County Human Services Agency**

##### **Description of Services:**

- Provision of cross-training to AJCC partners on the services available through this program;
- Addition of a link to services available through the AJCC service system on the County's website, with a link to the County's website posted on other AJCC partner websites as appropriate;
- Provide information on public benefits to AJCC Partners as requested.

##### **Referral Process:**

- AJCC partners interested in referring eligible customers to this program will follow the referral process developed by this partner, which will be provided to all AJCC partners.

- Refer customers who are seeking employment services to AJCC partners, as appropriate.

### **COMMUNITY Action Partnership (CAP): Center for Employment Training (CET)**

#### **Description of Services:**

- Provision of a wide range of services to disadvantaged individuals and families that will lead to long-term self-sufficiency that include: employment assistance program connecting job seekers to peer networks, skill development in the area of resume review, interview preparation and job placement, and resources to achieve long-term employment;
- Public benefits screening and financial coaching;
- Food distribution;
- Rental and housing deposit assistance to prevent homelessness.

#### **Referral Process:**

- Low-income individuals needing assistance will be referred to CET.
- CET will refer participants to other AJCC partner programs as appropriate.

### **MIGRANT AND SEASONAL FARM WORKERS (MSFW): Center for Employment Training (CET) and La Cooperativa Campesina**

#### **Description of Services:**

- MSFW Outreach, intake and orientation;
- MSFW Eligibility Determination;
- Comprehensive Assessment;
- Development of Individual Employment Plans (IEP);
- Performance and cost information;
- Financial Aid;
- Financial Literacy;
- Follow-up services;
- Occupational skills training concurrent with Adult Education Career Pathways (ESL/ABE/GED);
- Priority services to Veterans
- Computer literacy;
- Skills-related basic education and Vocational English as a Second Language integrated with occupational skills training in demand and emerging occupations;
- Human development skills;
- Basic and individualized career services;
- “Wrap around” supportive services such as intake, assessment, career exploration, life skills, case management support, job preparation and job placement assistance, job retention services and follow-up services; and
- In-house emergency supportive services, including referrals to partners in the area of child care, transportation, housing, legal, financial literacy and tax preparation assistance.

**Referral Process:**

- AJCC partners may refer the appropriate customers directly to CET.
- CET will refer customers to other AJCC partners as appropriate.

**HOUSING AND URBAN DEVELOPMENT: Santa Clara County Housing Authority**

**Description of Services:**

- Provision of the most up-to-date information about the Housing Authority's programs and services on Housing Authority website(s);
- Presentation of information to AJCC partner staff on housing search and share information about affordable housing and how to locate it.

**Referral Process:**

- The Housing Choice Voucher Program (Section 8 rental assistance) has a permanently open Section 8 interest list from which households are randomly drawn for Section 8 assistance. Applicants can sign up for assistance on the list at any time. Information regarding the interest list is available online. Households are randomly selected for Section 8 assistance based on voucher availability and funding. Alternative housing resources are posted at the Housing Authority's office and are available online at the Partner's website.
- The Housing Authority agrees to refer customers to other AJCC partners as appropriate.

**COMMUNITY COLLEGES/POST-SECONDARY EDUCATION (Carl Perkins):  
Foothill-De Anza Community College District, Mission College and San Mateo  
County Community College for its College of San Mateo**

**Description of Services:**

- Provision of instruction and experience to equip individuals with the education and skills necessary to enter a four-year degree program and/or demand occupations;
- Full-time, part-time, and online degree and certificate programs;
- Vocational training and customized training;
- Employment services including counseling, job skill development, career education, job placement, and retention services;
- Assistance to employers by referring qualified talent.

**Referral Process:**

- Community college partners to provide information regarding performance, catalogs of courses offered, costs, sources of financial assistance, transportation and other information to AJCC partners to refer to potential customers.
- Community college partners agree to refer customers to AJCC partners for services as appropriate.

## **JOB CORPS: San Jose Job Corps (SJJC)**

### **Description of Services:**

- Education and vocational training program to assist low-income young adults, ages 16 through 24, launch their careers;
- Alternative secondary school services, assistance with earning a high school diploma equivalency, guidance and counseling, tutoring and study skills, occupational skills training, school-to-work internship/work experience development (paid and unpaid), mentoring, leadership development, job placement assistance, career development and follow-up services;
- Residential/nonresidential living component and medical and dental care;
- Facilitates job search workshops with youth at other partner agencies.

### **Referral Process:**

- SJJC brochures/flyers will be made available at the AJCC job centers.
- AJCC partners can refer customers that would be appropriate for the SJJC programs directly to Job Corps' intake staff.
- SJJC agrees to refer customers to other AJCC partners as appropriate.

## **Native American: Native American Health Center Strong Native Workforce**

### **Description of Services:**

- Employment and training services to address the specific needs of Native Americans, Native Hawaiians, and Alaskan Natives residing in Alameda, Contra Costa, Santa Clara, San Mateo, and Marin Counties as well as the city of San Francisco.
- Individual and group support with finding jobs, paying for education, accessing training for different job skills, and workshops to develop resumes. Helps participants leverage their skills and enhance their employability, reinforcing the organization's commitment to building a thriving and empowered Native community.
- Services are provided to those looking to start their first job or need to change careers and include job placement, career counseling, job training, workshops and support services.

### **Referral Process:**

- AJCC partners interested in referring eligible customers to this program will follow the referral process developed by this partner, which will be provided to all AJCC partners.
- Refer customers who are seeking employment services to AJCC partners, as appropriate.

Attachment B

## AJCC SYSTEM SERVICES REFERRAL AGREEMENT

The parties to the MOU and required partners encompassed in the NWB AJCC service system acknowledge the requirement for referrals and possible co-enrollment of customers between partnering agencies. They recognize referrals may be indicated at any point or stage of service during a customer's use of the system and have therefore agreed to the following processes to ensure referrals are made promptly and clearly between agencies. The Partners agree to maintain and modify these processes and any related forms as necessary.

### **Agency and Program Informational Reference**

Each party to this agreement will provide a summary of services provided by their agency as it pertains to the workforce system. This will be provided in a summary outline, in a format to be agreed to by partners, that will include a brief description of the service followed by bullets for each service provided and any required application form and process that may be unique to that partner. Any eligibility requirements to a specific program or service are also to be provided as reference to assist partner staff in making correct referrals based on need and an understanding of basic eligibility. These program descriptions and applications for service will be made available for the staff of each agency. Customers will be informed about the partner agencies and services that are available.

### **Staff Cross-Training between Partner Agencies**

Staff involved in direct customer services from each agency will be cross-trained in the partner agency programs and services. They will further be trained on when and how to make a referral to the indicated agency or service.

### **Notice of New Program Opportunities, Services or Events**

The partners of the AJCC service system agree to share information about new services, workshops, activities or events between one another in a timely manner as they may relate to the system mission and/or benefit system customers. Such announcements can be forwarded to NOVAworks Job Center staff as a single point of contact. Flyers and handouts will be shared as appropriate, and forwarded via mass email to appropriate partner staff.

### **Service Request Referral Process**

Because the different partners of this agreement use unique databases or other systems for customer tracking, no common database platform is currently available in which partner agencies can interact. For this reason, partners have agreed to develop several vehicles for directly assisting customers being referred for services using a "warm handoff" to promote greater access to services. Approaches may include assisting the customer complete the application for services and offering to make the call on behalf of the customer to the partner agency to schedule an appointment.



Attachment C  
SAMPLE  
AJCC AUTHORIZATION FOR RELEASE OF  
INFORMATION/RECORDS FORM

Date:

To:

I, \_\_\_\_\_, hereby authorize the release of information and/or records pertaining to me, which may be relevant to my eligibility for, and/or participation in, a government-funded program or activity. Please forward the requested information to the agency and individual listed below:

\_\_\_\_\_  
Name of Individual

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Agency Mailing Address, City, State, Zip

\_\_\_\_\_  
Agency Phone Number

\_\_\_\_\_  
Agency Fax Number

A copy or facsimile of this Authorization shall be valid as the original.

\_\_\_\_\_  
Full name (Printed)

\_\_\_\_\_  
My Signature

\_\_\_\_\_  
Today's Date

Attachment D  
NOVAworks Job Center Infrastructure Costs Budget and Initial Proportionate Share of  
Infrastructure Costs Allocated to Co-located Partners

One-Stop Operating Budget - Infrastructure Costs				
NOVA Job Center Sunnyvale				
Cost Category	Total Cost	Allocation Base	Allocated Cost	Notes
<b>Infrastructure Costs</b>		<b>Sq Ft</b>	<b>56%</b>	
<b>Facilities</b>				
Office Space Rent	\$ 464,871	Sq Ft	\$ 260,328	JobCenter, Office Space, Career Advisor Space
Utilities	\$ 800	Sq Ft	\$ 448	
Facilities Repairs and Maintenance	\$ 80	Sq Ft	\$ 45	
<b>Technology</b>				
Computers Maintenance	\$ 3,698	Sq Ft	\$ 2,071	
Phones / Copiers	\$ 138,765	Sq Ft	\$ 77,708	
Computer S/W Licensing & Support	\$ 90,309	Sq Ft	\$ 50,573	
<b>Total Infrastructure to be shared by colocated partners</b>			<b>\$ 391,173</b>	
	AJCC Total Square Feet		10,475	
	Cost per Square Foot		\$ 37.34	

Attachment E  
NOVAworks Job Center Other One-Stop System (Career Services) Costs Budget and  
AJCC Partner Costs for Career Services

One-Stop Operating Budget - Career Services														
NOVAworks Job Center Sunnyvale														
Partner Category	WIOA Title I		Title II Adult Education and Literacy										Job Corps	
Name of Organization	NOVA	Mountain View-Los Altos Adult Education	Milpitas Adult Education	Palo Alto Adult School	Santa Clara Adult Education	San Mateo Adult School	South San Francisco Adult Education	Jefferson Union High School District Adult Education	La Costa Adult School	Sequoia District Adult School	Fremont Union High School District Adult School		San Jose Job Corps	SubTotal
Basic Career Services			1,000	360										
Individualized Career Services			4,000	3,500	425,471	17,000	1,800	23,498	2,000	5,440	43,343			
Combined Basic / Individualized	2,021,681	412,614												
<b>Total Career Services</b>	<b>\$ 2,021,681</b>	<b>\$ 412,614</b>	<b>\$ 5,000</b>	<b>\$ 3,860</b>	<b>\$ 425,471</b>	<b>\$ 17,000</b>	<b>\$ 1,800</b>	<b>\$ 23,498</b>	<b>\$ 2,000</b>	<b>\$ 5,440</b>	<b>\$ 43,343</b>	<b>\$ -</b>	<b>\$ 1,300</b>	<b>\$ 2,963,007</b>
Partner Category	WIOA Title III		WIOA Title IV Vocational Rehabilitation	WIOA Title V Older Americans Act	WIOA Section 166 Native American	Community Action Partnership	Migrant & Seasonal Farmworkers	Housing & Urban Development	Temporary Assistance to Needy Families		Community Colleges			SubTotal
Name of Organization	EDD - W/P, Veterans, TAA	EDD UI	CA Dept of Rehabilitation	Felton Institute	Native American Health Center	Center for Employment Training	Center for Employment Training	Santa Clara County Housing Authority	County of Santa Clara Social Services Agency	County of San Mateo Human Services Agency	Foothill-De Anza Community College District	College of San Mateo	Mission College	
Basic Career Services	1,722,765		1,222,510					15,548						
Individualized Career Services	304,017		4,890,042					23,322		1,605,034	271,513			
Combined Basic / Individualized		28,428				39,344	5,000		1,964,150					
<b>Total Career Services</b>	<b>\$ 2,026,782</b>	<b>\$ 28,428</b>	<b>\$ 6,112,552</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 39,344</b>	<b>\$ 5,000</b>	<b>\$ 38,870</b>	<b>\$ 1,964,150</b>	<b>\$ 1,605,034</b>	<b>\$ 271,513</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,091,673</b>
<b>Consolidated budget total of career services delivered through the One-Stop system:</b>														
														<b>\$ 15,054,680</b>