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***Workforce Innovation and Opportunity Act***  
**San José Silicon Valley Workforce Investment Network**  
**Local Plan**  
**Program Years 2017-2020**

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**San José Silicon Valley Local Workforce Development Area:**

Campbell, Gilroy, Los Altos Hills, Los Gatos, Monte Sereno, Morgan Hill, San José, Saratoga,  
and Unincorporated Communities in Santa Clara County

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### 3. San José–Silicon Valley (work2future) Local WIOA Plan

#### 3.A. A cohesive statement pertaining to the vision, goals, and strategy of the Local Board and its partners

The designated workforce development board (WDB) for the San José Silicon Valley Local Workforce Development Area comprising the cities of Campbell, Gilroy, Los Altos Hills, Los Gatos, Monte Sereno, Morgan Hill, San José, and Saratoga, and unincorporated communities in Santa Clara County is the San José Silicon Valley Workforce Investment Network, which operates as work2future.<sup>SM</sup> work2future convenes a network of mandatory and non-mandatory partners authorized under the Workforce Innovation and Opportunity Act of 2015 (WIOA) to provide employment and training services to job seekers and employers in the Local Area. It is housed in the City of San José’s Office of Economic Development (OED), and it currently operates the local America’s Job Centers of California (AJCCs). The State of California’s policy objectives and goals in the California Unified State Plan are thoroughly incorporated into this Local Plan, as demonstrated in work2future’s four priorities and goals for the next two years.

*i. A description of the Local Board’s strategic vision to support regional economic growth and economic self-sufficiency.*

work2future assists businesses and job seekers in meeting the workforce demands and opportunities of a region that is a leader in the global economy. Our strategic vision is to build a coordinated workforce development system that promotes sustainable economic development and global competitiveness in the region and that includes everyone in our highly diverse community to support equitable growth and shared prosperity. We convene a wide range of partners from the worlds of business, education and training, health and social services, government, philanthropy, community-based organizations, and others to achieve this vision. Our overarching goals are to enhance and coordinate employer engagement in the region, to build career pathways and regional sector strategies, to empower the workforce to be more self-sufficient, and to streamline and coordinate services and operations. These goals are in full alignment with the goals articulated in the Bay-Peninsula Regional Plan and the California Unified State Plan.

As highlighted in the Regional Plan, Silicon Valley benefits from the rapid expansion of the regional economy, notably the highly skilled and innovative technology sector, and high levels of overall job growth. There are over 155,000 employers and a labor force of over 2 million in the Regional Planning Unit (RPU).<sup>1,2</sup> More than 70,000 of these employers and nearly half of the labor force are in Santa Clara County, the core of Silicon Valley, making it one of the most economically dynamic local areas in the United States.

Santa Clara County has the largest labor force in the region (1,023,786), almost double that of San Francisco (550,300), the next largest.<sup>3</sup> The median household income (\$102,300) is among the country’s highest. The unemployment rate is low—it averaged 3.8% from September 2015 to October 2016<sup>4</sup>—but the underemployment rate is high, at an estimated 16% in 2015, compared to 9.6% nationally and 11.3%

<sup>1</sup> Source: EMSI 2016 QCEW Data.

<sup>2</sup> The Bay Peninsula Regional Planning Unit is comprised of four counties, San Benito, Santa Clara, San Mateo and San Francisco

<sup>3</sup> Source: Bureau of Labor Statistics, Local Area Unemployment Statistics, not seasonally adjusted, as of 12/21/2016.

<sup>4</sup> Ibid.

statewide<sup>5</sup>, indicating that many individuals are working fewer hours than they would like and/or are working at low wage levels that do not provide self-sufficiency.<sup>6</sup> Often these are educated workers who are unable to find full-time work and who settle for part-time, temporary, seasonal, or contract positions. As such, they are less likely to receive healthcare benefits, placing additional stress on other financial imperatives like housing, transportation, and childcare.<sup>7</sup>

Thirty-six percent of work2future's current WIOA Title I adult participants are basic skills-deficient. 60% are low-income, 60% are over age 45. One-quarter of work2future's adult participants have two or more barriers. However, in Santa Clara County, while only 14.1% of the population is basic skills-deficient, the majority (88%) of the basic skills-deficient do not speak English as a first language. (Santa Clara County has a linguistically diverse population. The top three non-English languages spoken at home are Spanish [19.0%], Cantonese/Mandarin Chinese [7.5%], and Vietnamese [6.7%].<sup>8</sup>)

The demographics described above suggest that including linkages between language education and basic skills enhancement (specifically for Spanish, Vietnamese, and Chinese speakers) will be of increasing importance for effectively serving the area's hard-to-serve basic skills-deficient job seekers with Limited English proficiency.

work2future and our partners share a vision for cohesive system-building, streamlining, and cost sharing in our Local Area, though several challenges can make this difficult to accomplish. First, the geographic service boundaries of our partner agencies are not identical, at times requiring a partner agency to engage with multiple workforce boards and/or for us to engage with multiple agencies that provide the same or similar services. Second, many of our government and education programs are still recovering from the fiscal impact of the Global Recession of 2007–2009, which had a detrimental effect on capacity, co-location, and levels of coordination across agencies. We are fully committed to working towards greater levels of co-location (most of work2future's partner agencies currently operate out of separate offices) and resource sharing as we implement WIOA, but we anticipate that it will be a complicated and gradual transition.

Robust economic growth has been accompanied in the last decade, if not longer, by growing income inequality. Santa Clara County has a low federal poverty rate (9.5%) and one of the country's highest median household incomes,<sup>9</sup> yet four in ten adults in the County experience economic instability or hardship in the form of financial insecurity, financial distress, or, most extreme, poverty.<sup>10</sup> The population and workforce characteristics described above are among the contributors to this dichotomy

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<sup>5</sup> The underemployment estimate is comparable to the U-6 Labor Underutilization Rate and is based on California Economic Development Department (EDD) unemployment and data compiled in survey research conducted for work2future by BW Research in July 2016. The U-6 estimate includes unemployment rate (July 2016, EDD), portion of adults working part-time for economic reasons, and the unemployed who have stopped looking for work. Data for the United States and statewide averages were obtained from the U.S. Bureau of Labor Statistics (annual average for 2016), accessed 31 January 2017 < <https://www.bls.gov/lau/stalt16q4.htm>>.

<sup>6</sup> Source: U.S. Census Bureau. American Community Survey, Selected Economic Characteristics. 2015 1-year estimate for Santa Clara County and California.

<sup>7</sup> Source: BW Research, primary research survey data, July 2016.

<sup>8</sup> Source: U.S. Census Bureau, 2015. Unit of analysis: individuals.

<sup>9</sup> Source for poverty rate (individuals) and median income: U.S. Census Bureau, 2015 American Community Survey 5-Year Estimates, accessed 7 February 2017. <<https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>>.

<sup>10</sup> Source: BW Research, forthcoming, The Silicon Valley Dichotomy. People in poverty have incomes at or below the federal poverty threshold; people in financial distress do not earn enough to meet the Self-Sufficiency Standard; those in financial insecurity are not able to manage an unexpected \$500 bill without finding themselves in financial distress.

of high median income and significant economic hardship. Many others are systemic or structural—for example, extremely high housing costs, transportation barriers, and changes in the occupational market over time. The work2future board is well positioned to catalyze and convene the efforts discussed in this plan to help address these challenges.

*ii. Taking into account analyses described above, provide a strategy to work with the entities that carry out the core programs and other required partners to align resources available to the local area, to achieve the strategic vision of the Local Plan.*

Over the last several years, work2future has aggressively pursued alternative funding streams and special initiatives to address the extreme barriers to self-sufficiency that exist in our Local Area in a coordinated effort to increase access to middle-skill career pathways and become more responsive to employer demand. For example, the San José Works program provides at-risk youth with employment services, including critical life skills, leadership development, college counseling, financial literacy, and job readiness, which are required to secure gainful employment. Since the inception of San José Works in July 2015, over 1,500 at-risk youth ages 14–29 have been placed in subsidized and unsubsidized employment opportunities. We have also been increasing our role in NextFlex, a federally-funded, public - private manufacturing institute focused on advancing the flexible hybrid electronics manufacturing ecosystem.<sup>11</sup> Reflecting industry recognition of the challenges, NetFlex has identified workforce development as one of its key priorities.

work2future has identified four strategic priorities to organize and achieve our strategic vision and goals in partnership with core system partners over the next two years. We will implement these strategies with a focus on providing on-ramps to career pathways in key regional industry sectors - advanced manufacturing, information technology, construction, healthcare, and financial services. The four strategic priority areas are:

- (1) Enhanced employer engagement**—Increasing engagement with employers, improving understanding of their needs, and focusing on those that offer middle-skill jobs and pathways to self-sufficiency in target sectors.
- We will expand the San José Works program to enhance postsecondary educational opportunities for youth participants by increasing outreach to employers in the target sectors, with the intent of connecting youth to career pathways in those sectors.
  - We will build on a base of successful employer engagement to continue fine-tuning the alignment of job seeker services with industry needs, with an increased focus on small and medium employers in the target sectors. We have contracted with technical assistance providers who will help us assess employer needs and build sector-based career pathways in the next year.
  - work2future’s business services and service provider staff will intensify tracking employer engagement and utilize the data to increase effectiveness in understanding and addressing employers’ needs.
  - We will increase our focus on working with employers to enhance earn-and-learn models of training. For example, work2future is partnered with NextFlex, The Silicon Valley Organization (the SVO, formerly the San Jose Silicon Valley Chamber of Commerce), three local high school districts, a local community college, and a youth jobs program to serve hundreds of youth in work-based learning projects. The partners will incorporate paid internships and expand the program to multiple school districts in and around San José.
  - We are a core partner in the Silicon Valley SlingShot Initiative, aimed at improving the effectiveness of the region’s workforce development system by accelerating the shift from a

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<sup>11</sup> For more information, see: <http://www.nextflex.us/>.

largely supply-driven model to a demand-driven, employer-led model. This year, SlingShot will launch its first two pilots focused on tech occupations, based on the leadership of early adopter businesses that came to the table in the initiative's planning phase.

**(2) Increased development of career pathways and sector strategies**—Developing career pathways in concert with regional sector strategies, with the goals of creating multiple entry and exit points for job seekers, aligning programs with in-demand industries and occupations, and enhancing the ability to reach and grow beyond self-sufficiency.

- In early 2017, in partnership with a key manufacturing employer, work2future will launch a consultant-facilitated technical assistance initiative with employers and our partners to build more effective sector-based career pathways that align with the needs of and opportunities offered by businesses in priority sectors.
- Expanding the San José Works program (as described in Priority 1) will enhance postsecondary educational opportunities for participants, with the intent of better connecting youth to career pathways in growth sectors.
- work2future will work with colleges and other training providers to align training and education curricula with industry-valued credentials in each target sector. The approach will be stackable for job seekers and provide on-ramps to sector pathways.
- To create more entry points into career pathways for English language learners, work2future will work with adult education, college, and employer partners to offer more contextualized English language programs that build vocabulary specific to industries or employers by combining adult education and technical skills training.

**(3) Enabling greater self-sufficiency**—Engaging local and regional partners to create on-ramps to middle-skill credentials and jobs with wages that enable more self-sufficiency.

- For job seekers, work2future will ensure that career pathways are laser-focused on facilitating progress towards self-sufficiency for those entering at or near the beginning of a pathway, and opportunities to advance beyond self-sufficiency for those further along. We will build on the work that we and college partners are doing with employers to upskill employees, with the assurance that successful completion of training will lead to promotional opportunities and improvements in pay.
- AJCCs will coordinate with our mandated partners and youth service providers to increase our focus on serving out-of-school, disconnected youth and to develop work experience opportunities that represent on-ramps into regional career pathways in priority sectors. We will continue to build on our partnerships with NextFlex, the SVO and the City of San Jose to build paid internship models, with a near-term goal of 200 paid internships per year.
- We will develop and test measures for our AJCCs to track progress toward self-sufficiency for youth and adults, such as the number of job placements at livable wages, retention rates, and credential and skill attainment.
- To increase supports available to job seekers, work2future will seek supplemental funding—for example, from the city's allocation for San José Works, local public housing authorities, homeless serving organizations, and the regional transportation authority (Valley Transportation Authority)—to provide additional supportive services as they become available.

**(4) Streamlining/simplifying services and operations**—Identifying ways to reduce duplication in service delivery and fiscal operations by enhancing partner presence at the AJCCs and developing common customer flow protocols (intake, assessment, referral) to align the system with human-centered design principles.

- To better serve those with basic skill deficiencies and limited English proficiency the AJCCs and core partners — including the South Bay Consortium for Adult Education (SBCAE)<sup>12</sup> — will continue to build stronger partnerships for improved co-location, streamlined intake, assessment and resource sharing.
- The AJCCs will collaborate with Social Services agencies, the Department of Rehabilitation (DOR), adult education partners, the state (Wagner-Peyser) and others to develop the Phase II MOU. The process will include a SWOT analysis that will inform a plan for reducing duplication of services for WIOA Title I (Youth, Adult, and Dislocated Worker), SNAP Employment and Training, TANF Employment and Training, veterans, and RESEA participants.
- In the AJCCs, work2future is exploring the use of a smartphone app-friendly system that uses phone messaging and emails to automate and enhance communication between AJCC staff and job seeker participants. The system will increase participant engagement, improve service delivery and facilitate follow-up while reducing the amount of staff time required to maintain effective communications with customers.
- work2future will work collaboratively with our counterparts from the Bay-Peninsula RPU to identify possible methods to minimize costs related to procurement, staff training, data systems, and evaluation tools, including through cost sharing.
- We will collaborate with the regional disability work group and DOR to pool funding and offer additional frontline staff trainings on serving adults and youth with disabilities and increasing staff awareness of how to serve customers with specific types of disabilities, disability etiquette, and privacy protocols.

By focusing our efforts on enhanced employer engagement, increased development of career pathways and sector strategies, enabling greater self-sufficiency, and simplifying and streamlining services and operations, work2future will achieve our strategic vision. True to the spirit and the letter of WIOA, we are committed to maximizing our partnerships to help our target populations overcome barriers to success and to meet the needs of our employers in ways that maximize access to quality middle-skill jobs.

### 3.B. Required detail on local program alignment to implement State Plan policy strategies.

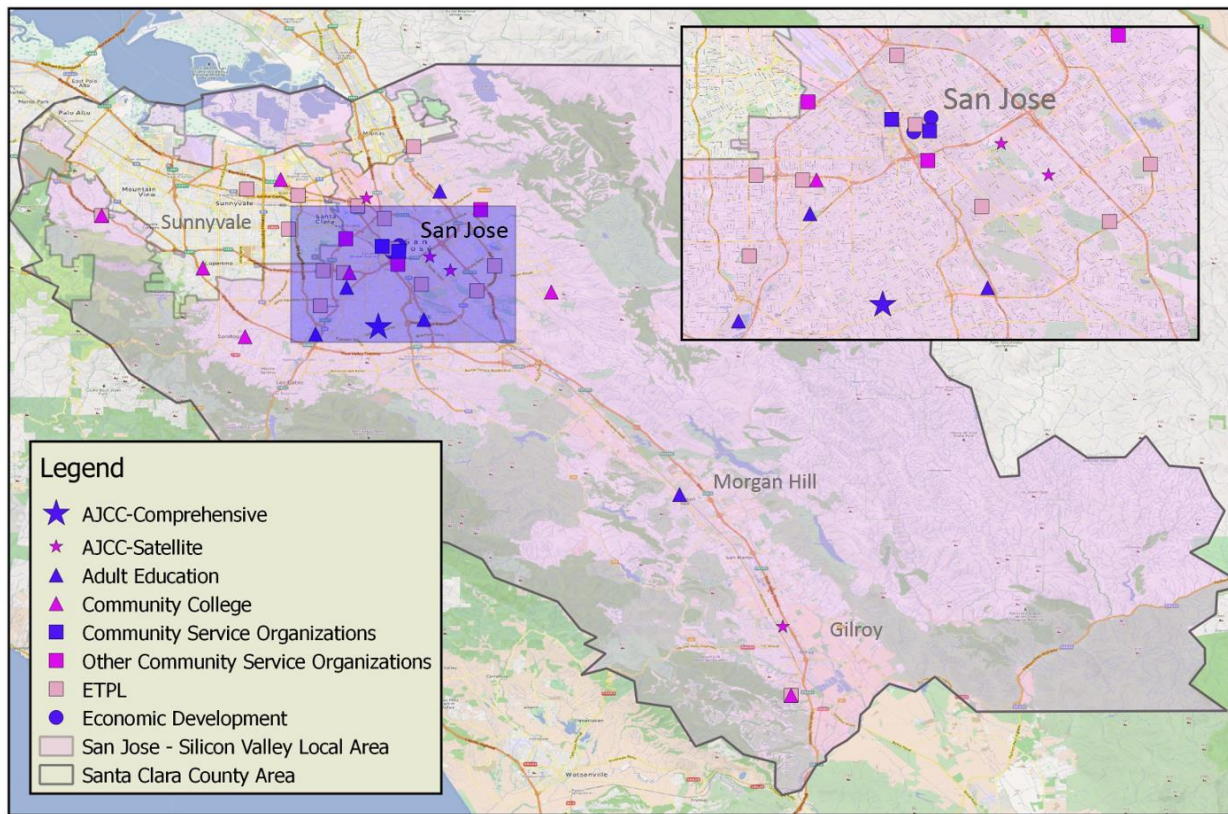
*i. Provide a description of the workforce development system in the local area that identifies programs included in the system.*

work2future has a well-established network of workforce development program providers and accessible services that are ready to support the State Plan's seven policy strategies. These comprise a wide variety of entities, including county and state agencies, community colleges and other training providers, and community-based organizations (CBOs). The master table in Section 3.N. includes a detailed list of our AJCC partners and their service contributions to work2future, as well as information about their engagement in the development of this plan.

<sup>12</sup> SBCAE is a collaboration of four colleges and five adult education providers (including high schools) in Santa Clara County.



**Figure 3.i: Map of the San José–Silicon Valley Local Workforce Area**



**Figure 3.ii: Access Points in the San José–Silicon Valley Local Workforce Area**

Access Point Name	Type	Programs Physically Present
<b>San José AJCC</b> 1601 Foxworthy Avenue San José, CA 95118	Comprehensive	WIOA Title I Adult and Dislocated Worker programs
<b>North San José AJCC</b> 1901 Zanker Road San José, CA 95134	Affiliate	Wagner-Peyser Act Employment Services, Unemployment Insurance, Veterans Services, Trade Adjustment Assistance, Reemployment Services, and Eligibility Assessment
<b>Gilroy AJCC</b> 379 Tomkins Ct. Gilroy, CA 95020	Satellite	WIOA Title I Youth, Adult and Dislocated Worker programs
<b>Morgan Hill AJCC</b> 17666 Crest Avenue Morgan Hill, CA 95307	Satellite	Wagner-Peyser Act Employment Services, WIOA Title I Youth, Adult and Dislocated Worker programs
<b>work2future Youth Training Center</b> 2072 Lucretia Avenue San José, CA 95122	Specialized	WIOA Youth Services
<b>work2future Administration Offices</b> 5730 Chambertin Drive San José, CA 95118	Administration	WIOA Title I Business Services

At the locations listed in Figure 3.ii above, work2future offers customers the programs and services summarized in Section 3.C. according to need and eligibility. Cross marketing of services (recruitment, training, and workshop opportunities) regularly occurs through visits to libraries, partners, and community centers. A recent co-location with the new Vietnamese Community Center at work2future's Youth Training Center in San José promises significantly improved access to workforce services for the Vietnamese community in our area. In addition, we use mass outreach tools like flyers, emails, and social media (LinkedIn, Facebook, and Twitter). Outreach is also made available in multiple languages as necessary.

One of our biggest priorities is to streamline and simplify the service delivery system with our core partners through multiple strategies (Section 2.A.). These include reducing duplication of services, increasing co-location at AJCC access points, piloting new communication systems, putting referral mechanisms in place, and pooling funding for staff training and professional development with other boards in the region.

### ***Professional Development and Capacity Building for Workforce Staff and Partners***

work2future is the regional training lead for Bay-Peninsula RPU professional development. A regional training coordinator position has been designated to expand staff development and capacity-building efforts in the region through March 2018. As described previously in our vision (Priority 4) and Section 2.H.E. of the Regional Plan, work2future seeks to partner with the other boards in our RPU to share responsibilities through appropriate mechanisms in order to offer more diverse and more specialized trainings on serving target populations and integrating and streamlining services. Over the next two years we commit to engaging our core partners at the local and regional level to promote cross-training and data sharing. In December 2016, the California Workforce Association conducted a "WIOA Training Needs Assessment and Skills Gap Analysis" to address professional development for AJCC staff. work2future will use this data to develop local and regional training plans that include recognized best practices and strategies for building service delivery capacity by June 2017.

*ii. Identify how the Local Board will support the seven policies identified in the State Plan and will work with the entities carrying out core programs and other workforce development programs, including programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) to support service alignment and implement the policy strategies emphasized in the State Plan (the seven strategies are sector strategies, career pathways, organizing regionally, earn and learn, supportive services, building cross system data capacity, integrating services and braiding resources).*

The examples in this section illustrate how we will work with core program partners, including community colleges and adult education partners (Carl Perkins Act), to implement the seven strategies (in bold font) in the California Unified State Plan.

work2future is already engaged with partners to promote sector-based, **career pathways** and **earn-and-learn** training models. We will work with Bay Area Community College Consortium partners to identify Perkins-funded activities that support entry and advancement into career pathways. For example, San José City College, in partnership with work2future, was recently awarded a Workforce Accelerator grant by the California WDB for TechNest, a newly developed software coding academy.<sup>13</sup> work2future will also join with the South Bay Apprenticeship Coordinators Association to identify new pre-apprenticeship and apprenticeship programs. Section 3.C.iv.–v. has more details on earn-and-learn training offerings.

The link between career pathways and regional sectors, as envisioned by work2future, requires **organizing regionally** with partners and employers. Over the last few years the WDBs that comprise the

<sup>13</sup> TechNest is a rigorous, 18-week, online program of courses offered by MITx and San José City College faculty at the new tech-enabled San José–Evergreen Community College District Extension at Milpitas. work2future will provide career counseling services to students and funding for internships upon course completion.



newly formed Bay-Peninsula RPU have collaborated on key initiatives, including the DOL Human Centered Design Challenge and the state’s Slingshot Initiative. We have built on these efforts to begin our regional sector pathways initiatives, starting with conversations about how we can collaborate to share data and analytics to enhance **cross-system data capacity**. With the SBCAE, we are also exploring how best to exchange performance data. Given the preponderance of low-income individuals served, work2future has historically offered comprehensive support, including **supportive services** (see Section 3.C. “Supportive Services” and Appendix 3.4 for work2future’s Supportive Services policy).

We aim to streamline and reduce duplication of services across work2future partners as we promote mobility into middle-skill jobs. Programs that highlight the board’s recent efforts to increase focus on **integrating services and braiding resources** include:

- Since 2014, work2future’s Helping Individuals to Re-Enter Employment (HIRE) initiative has served over 290 homeless customers with job readiness, skills training, and access to employment opportunities alongside access to homeless services from the City of San José Housing Department. Services include rental assistance, security deposit assistance, and funds to purchase furniture once housed. In the coming year, work2future will build on HIRE in a partnership with a local homeless services collaborative (Destination: Home) and the County Office of Supportive Housing to better incorporate wrap-around support, referrals, integrated housing, and job training to better equip homeless individuals for success.
- work2future is leading a consortium of community colleges, high schools, adult education programs, and college financial aid counseling agencies to enhance opportunities for San Jose Works (SJ Works) and other youth to continue their postsecondary education. work2future will be working closely with career-technical education (CTE) high school academies in such areas as manufacturing, health care, construction, business management, and pre-engineering to connect SJ Works youth to internships in these CTE areas as developed by the Chamber, NextFlex, work2future, and others.
- With Proposition 39 funds, work2future is partnered with Working Partnerships USA, the San Mateo County Union Community Alliance, and NOVA to provide pre-apprenticeship training for careers in green construction and transportation. Participants are eligible for additional supportive services including those related to transportation, specialized tools for work, housing, pre-apprenticeship preparation for testing, job development and placement, and individual case management.

In the next two years, we will work closely with our core partners to further reduce duplication, integrate services, and braid resources based on eligibility for co-enrollment with other partners. Phase I MOUs have already laid the groundwork for collaboration with partners to braid funding through co-enrollment, and we will continue this work as part of the Phase II MOU process.<sup>14</sup> work2future envisions that these steps towards increased integration will also move us toward our long-term goal of increasing co-location of services at AJCCs and other access points for services in the area. This is essential to our efforts to make services more customer-centered, because it makes it easier for individuals with barriers to employment to navigate the service delivery system.

### 3.C. Required detail on specified services and service delivery strategies

*i. Provide a description of the ways the Local Board will work with entities carrying out core programs to expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. Target populations include those listed in WIOA Section 24(a)-(M).*

<sup>14</sup> For more details on co-enrollment and service integration, see Section 3.C.ii. below.

The board will seek a new operator for AJCCs through an open and competitive bidding process for the upcoming Program Year with a Request for Proposals (RFP) to be released in Spring 2017. Consistent with EDD WSD 16–14, the board will issue an RFP for the AJCC operator once every four years. The AJCC operator will oversee service delivery for all work2future partners in the Local Area. Key responsibilities will include:

- Coordinating cross-partner collaboration, service delivery, and referrals across work2future core, mandatory, and non-mandatory partners. Coordination activities will focus most heavily on core partners, including service providers for WIOA Title IB, WIOA Title II (ABE), WIOA Title III (Wagner-Peyser activities), and DOR service providers.
- Ensuring the implementation of work2future partner responsibilities and contributions agreed upon in Phase I and Phase II MOUs.
- Implementing the work2future board AJCC policies and reporting regularly back to the board on operations, performance, and continuous improvement
- Based on work2future and RPU guidance, coordinating and facilitating technical assistance and training, including new providers/staff member on-boarding, refresher training, interactive training on technology systems, etc., in a variety of formats to accommodate a diversity of adult learner needs.
- Coordinating bi-annual service provider events to share best practices and allow for networking and resource-sharing among providers.
- Facilitating ongoing cross-partner meetings among work2future service providers and regional working groups to share best practices, promote a customer-centered service process, and encourage collaboration.
- Conducting quarterly job-seeker and employer satisfaction surveys and interviews to provide feedback to service providers and the board to improve service delivery strategies.

A systematic, focused approach on the above will result in a system and menu of services that will lead to greater access, leveraged resources, and customer support as job seekers move toward self-sufficiency.

### ***Memorandum of Understanding Process***

The terms that stipulate how the local board works with entities carrying out core programs are established through work2future’s MOU process. work2future created an MOU work group to work on Phase I and Phase II of the WIOA MOUs based on guidance from the state. This group meets monthly to make decisions related to service coordination, cost-sharing, co-location, and other aspects of partnership according to state guidance. For Phase I, work2future staff developed a comprehensive MOU template for all AJCC-required partners to review and approve. (Signed copies are included in Appendix 3.1 of the Local Plan.) WIOA-required and other partners approved by the work2future board to participate in the MOU work group are listed in Figure 3.iii.

**Figure 3.iii: work2future's MOU Work Group Participants**

<b>Partner Type</b>	<b>Local Partner Agency Name(s)</b>
Local Workforce Development Board	<ul style="list-style-type: none"> <li>• work2future</li> </ul>
WIOA Title I Adult, Dislocated Worker & Youth Providers	<ul style="list-style-type: none"> <li>• work2future Foundation</li> <li>• Eckerd Workforce Development</li> </ul>
Adult Education and Literacy	<ul style="list-style-type: none"> <li>• Campbell Unified High School District</li> <li>• Metropolitan Education District</li> <li>• East Side Union High School District</li> <li>• Morgan Hill High School District</li> </ul>
Wagner-Peyser Act Employment Services, Unemployment Insurance, labor market information, State Jobs for Veterans Program, Trade Adjustment Assistance, and Rapid Response	<ul style="list-style-type: none"> <li>• California Employment Development Department</li> </ul>
Rehabilitation	<ul style="list-style-type: none"> <li>• California Department of Rehabilitation</li> </ul>
Job Corps	<ul style="list-style-type: none"> <li>• San José Job Corps</li> </ul>
Migrant Seasonal Farmworker Program	<ul style="list-style-type: none"> <li>• Center for Employment and Training</li> </ul>
Community Services Block Grant	<ul style="list-style-type: none"> <li>• Center for Employment and Training</li> </ul>
Postsecondary Career and Technical Education	<ul style="list-style-type: none"> <li>• Foothill De Anza Community College District</li> <li>• San José Evergreen Community College District</li> </ul>
Temporary Assistance for Needy Families	<ul style="list-style-type: none"> <li>• Santa Clara County Social Services Agency</li> </ul>
Library District	<ul style="list-style-type: none"> <li>• Santa Clara County Library District</li> </ul>

work2future has developed a draft MOU template stating that all co-located AJCC partners agree to share in the operating costs of the AJCC system, either in cash or through in-kind services. The costs of services, operating costs, and infrastructure of the AJCC system will be funded by co-located partners through a separately negotiated cost-sharing agreement. work2future staff anticipate a final cost-sharing plan and MOU agreement will be in place by January 1, 2018. Based on the current MOU template, each partner must provide access to its programs or activities through the One-Stop delivery system, in addition to any other appropriate locations. work2future partners must also use a portion of their funds to provide applicable career services and establish and maintain the One-Stop delivery system.<sup>15</sup> This includes jointly funding the One-Stop infrastructure through partner contributions based upon a reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to the relative benefits. Partners must also meet federal cost principles and address any local administrative cost requirements in the federal law authorizing the partner's program.

### **Jobseeker Services**

Specific services incorporated into the work2future service delivery system include: orientation and eligibility determination for workforce programs and services; access to computers for job search assessments, resume development resources, labor market information (LMI); career exploration, training options, one-on-one career advisement, job search and placement; work-readiness workshops on resume writing, interviewing, and training options/pathways; referrals to support services in the

<sup>15</sup> This is consistent with the federal law authorizing their program and with federal cost principles in 2 CFR parts 200 and 2900.

community; assistance with applying for reemployment assistance and unemployment benefits; and other basic and individualized career, training, and supportive services. For individuals with limited English proficiency, the services are provided by competent Spanish/Vietnamese-English bilingual staff and by agencies and partners that have appropriate linguistic and cultural competencies.

Per the intent of WIOA and as articulated in the State Plan, work2future is targeting resources to individuals who will likely require intensive services in order to meet their employment objectives. This includes individuals with limited English proficiency, long-term unemployed, ex-offenders, displaced homemakers, people with disabilities, older workers, homeless individuals, foster youth, and individuals with limited educational attainment and work histories. Veterans and their spouses have priority of service. The new Phase I MOU with the Santa Clara County Social Services Agency also gives priority to recipients of public assistance, low-income individuals, and individuals who are basic-skills deficient. We will use the SWOT analysis as part of the Phase II MOU process to develop a plan to improve customer flow, including how we identify priority populations and direct them to appropriate services without duplicative intake and assessment processes. The work2future Priority of Service policy is attached in Appendix 3.3.

### **Intake, Assessment, and Referral Processes**

Currently, each work2future partner operates its own intake, assessment, and functional referral processes. Based on the outcome of a Human-Centered Designed participant survey, work2future is committed to engaging with partners to streamline and simplify these processes across partners in the coming years. The goal is to make progress towards maximizing coordination of intake to make it easier on participants—particularly those with barriers to navigating the services effectively. work2future anticipates this will be a multistage process. For example, one partner has developed a Google Doc intake form and uses Google Translate to make it available in many languages, improving accessibility to non-English speaking customers. Over the next two years, we will strive to get additional work2future partners, including CBOs, to adopt this as a common type of intake form, as well as to adopt other common intake and assessment-related best practices. We will also continue to discuss and plan for the possibility of setting up a common referral system (i.e., “no wrong door”) with local partners that is linked with the regional efforts to standardize these processes within the RPU.

### **Training Services**

The WIOA Title I Adult and Dislocated Worker program has supported attendance by over 10,000 participants in the last three years in a broad range of training aligned with priority sectors, including: occupational skills training; short-term training through college courses; online training; incumbent worker and customized training; cohort training; on-the-job training; and pre-apprenticeship training leading to a nationally recognized certificate, state licensure, competency, or skill recognized by an employer. work2future has strengthened relationships with employer partners in the last year (a board priority) to increase offerings in earn-and-learn training options and ensure they are aligned with industry needs. Highlights of our training programs for adults and dislocated workers over the last three years include:

- Enrolling participants in a laser technology program, a CNC machining operations program, and a manufacturing-related project management training program. Internships and on-the-job trainings are also in place and will continue to represent a core part of our services.
- Working with employers and area colleges to offer credential trainings in cybersecurity, computer user support, computer network support, and software testing.
- Enabling Foothill College to provide custom-formatted project management professional training at the offices of Olympus Instruments, on a schedule developed to maximize staff engagement, using Olympus program information as the project-based learning exercises.

As illustrated above, work2future has provided a range of career pathways training activities, and continues to do so. However, partners agree that there is a need to make transitions into and through those pathways more accessible for individuals with barriers to employment. In local stakeholder meetings, partners specifically identified a need for more outreach to underrepresented communities about the existing training options (such as career pathways in manufacturing in the San José area), adjusting schedules and logistics of training to better meet the needs of nontraditional students, engaging local labor unions (especially in manufacturing), improving hand-offs from adult education to community colleges, and focusing on on-the-job training. We will continue to enhance our partnerships with adult education and community college partners. We will also focus on positioning our online training inventory—expanded recently through an RFP to include seven training providers with a large array of programs that align with our priority sectors—to support sector pathways initiatives in order to offer short-term technical skills training that assist individuals in getting back to work quickly.

### **Supportive Services**

Supportive services are WIOA-/work2future-funded services only when the services are not available through other agencies and when they are necessary for an individual to participate in Title I activities. work2future and local stakeholders engaged in a local planning process to identify the greatest gaps in supportive services—transportation, affordable housing, and affordable childcare were recognized as services most needed.

work2future staff first seek services through 211 Santa Clara County, a program of United Way Bay Area (formerly United Way Silicon Valley), and the work2future network of community-based and public-sector partners. 211 is the single point of information for free, non-emergency community, health and disaster information in the county. Callers receive personalized information and referrals from a live, highly-trained call specialist who can answer questions about a variety of nonprofit services and agencies. Partnerships between human service providers, CBOs, and other partner agencies provide added services not otherwise provided by work2future, including referrals to childcare, housing vouchers, access to food pantries, and other vital resources.

Supportive services authorized under the WIOA Title I program for participants enrolled in Individualized Career Services are provided after all other resources have been exhausted and/or in coordination with other agencies. Agencies include United Way Bay Area, Employment Connection, Office of LGBTQ, Probation Department, Sacred Heart, the Health Trust, Curtner Center, Village Harvest Corporation, Salvation Army, Loaves and Fishes, City Team ministries, and FISH of Santa Clara. Staff document the participant's need for supportive services in the Individual Employment Plan so that career advisors can follow up to ensure supportive service needs continue to be met. The work2future Supportive Services Policy for WIOA services is attached in Appendix 3.4.

### **Youth Services**

work2future has a long-standing and successful record of serving older youth in the WIOA youth program (per local board policy). Our participants are primarily 18- to 24-years-old and low-income, with multiple barriers to employment and education. (At least 90% of youth who enrolled in PY 2015–2016 had two or more barriers.) The program provides all youth with work readiness training allowing them to earn industry-recognized certifications and to receive basic youth workforce survival skills and resume writing, interviewing, job search, and job retention skills. All youth participants are case managed to ensure that they attain their goals and are connected to other needed resources in the community, including (as appropriate) agencies with necessary cultural and linguistic competencies, and that they are assisted with placement into employment or postsecondary education.

Outreach, assessment, work readiness, case management, basic skills remediation, placement, and follow up services are provided by the work2future Foundation.



CTE training is provided by the San José Evergreen Community College District's Workforce Institute, Foothill College, ConXión to Community, and Eckerd Workforce Development. All youth CTE courses are in industry sectors approved by the work2future board after extensive analysis of labor market data, including manufacturing, information and communications technology, construction, health care, hospitality, finance, and other sectors based on future market demand.

work2future has been meeting with our adult education partners (East Side Union High School District, Campbell Union High School District, Metropolitan Adult Education, San José–Evergreen Community College District, and Foothill De Anza Community College District) during our Phase 1 and Phase 2 MOU process to build a stronger alliance. These partners will meet four times a year to develop strategies that assist young adults in moving through the employment continuum toward sustainable careers. The goal is to build a strong, systematic approach to career pathway development, with each partner playing a role in supporting a student's career development through their education and to increase work-based learning opportunities to provide young adults with direct work experience and job readiness skills.

work2future has also been working with many other youth service providers in the Local Area including Job Corps, local CBOs, non-profits, and state and city youth programs, such as the network of over 25 partner agencies and organizations in the City of San Jose's Mayor's Gang Prevention Task Force. The City of San José operates special programs for youth, such as the San José Financial Empowerment Initiative, the Tech Cadre program (in the information technology sector) and San José Works. In addition, we partnered with the Santa Clara County Summer Youth Employment Program to place foster youth ages 18-24 in paid internships. Working with the Mayor's Gang Prevention Task Force and re-entry programs, work2future assists adjudicated youth to avoid recidivism by providing them with required support, internships, and eventual co-enrollment into WIOA.

Local stakeholders identified the strengths of our area's services for out-of-school youth, including our capacity to serve English language learners through vocational ESL and GED courses offered in Spanish at the Center for Employment and Training, the Refugee Forum, and the Alliance for Language Learners' Integration, Education, and Success (ALLIES) grant project. However, they also identified service gaps and needs, such as the need to strengthen outreach efforts to reach out-of-school youth (especially via online and social media outreach campaigns), build a K–12 pipeline to increase awareness, target outreach to immigrant and advocacy groups, create more seats for targeted youth populations at community colleges (to create on-ramps), develop more contextualized ESL courses, increase availability of supportive services, and develop a common referral system. In the next two years, we will work on the following action steps to enhance youth services:

- Incorporate more youth-centered models of service delivery, such as using social media and smartphone apps to communicate with students, integrate technical training and basic skills education (contextualized learning), and use team-teaching models that ultimately lead to industry-recognized credentials and opportunities to continue on a career pathway;
- Scale and expand San José Works, a jobs program for at-risk youth, into a year-round initiative—Partnership for Youth Education, Career, and Leadership Development. This involves a multi-agency partnership consisting of AEP, community colleges, The SVO, NextFlex, and work2future focusing on information technology, healthcare, construction, advanced manufacturing, and financial services.
- Work with partners to offer more robust support services, including transportation options, mental health services, services for youth with disabilities, and housing assistance.
- Enhance the partnership with the Vietnamese Community Center to provide an access point for more Vietnamese youth into programs.

- Build in more outreach and supports such as bridge programs, postsecondary education and training at community colleges, and community-based providers to ease transitions between school and work and create on-ramps into regional sectors.
- Work with K–12 partners and employers to hold events at high schools and in classrooms that build early awareness of career pathway options, creating a pipeline of students interested in the target sectors.
- Partner with Silicon Valley Engineering Technology Pathways to provide multiple career pathways from pre-college to employment through science, technology, engineering, and math (STEM) remediation, paid internships, and articulation to four-year degree programs.
- Strengthen the Career Technical Education-focused internship program with East Side Union High School District and NextFlex.

### **Business Services**

The local One-Stop delivery system includes a variety of comprehensive services to employers including: assistance with writing and posting job orders; screening and referral of qualified candidates; training grants for incumbent workers; distribution and analysis of LMI; general and customized job fairs, hiring fairs, and other recruitment events; information regarding tax incentives and other economic development programs; information regarding unemployment insurance and workers' compensation rules; screening and assessment of job applicants; specialized services for immigrant small employers through BusinessOwnerSpace.com (BOS), such as mentoring, translation support, and events like business resource fairs with multilingual support; Rapid Response and/or outplacement services for companies that are downsizing; development of On-The-Job Training (OJT) programs; and development and delivery of customized training. The local One-Stop delivery system has served almost 500 employers to date for the current program year. In addition, BOS partners have provided over 120,000 services collectively to thousands of companies over the last few years. See Sections 3.iv and 3.v below for more information on work2future's plans for enhancing employer and business services in the next two years. Business services are also available in Spanish and Vietnamese.

Additionally, WIOA regulations include several provisions designed to improve accountability and transparency within the workforce system, and measure key employment and educational outcomes, as well as effectiveness in meeting employers' needs. Specifically, the regulations require that services provided to business use common performance indicators. In anticipation of implementation, the business service team has already been recording the necessary data elements.

*ii. Provide a description of the way the Local Board will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs.*

In the Phase I MOU process, work2future partners identified several key elements to promote service integration to promote smooth transitions in career pathways. These include encouraging use of AJCCs as an entry point into training, identifying service gaps and bottlenecks in the hand-off process, clarifying case management responsibilities of each partner, establishing a common referral process, tracking co-enrollment and sharing of data, and increasing cross-partner training. Several other ideas were generated as part of the local planning process, including strengthening connections to organized labor (for pre-apprenticeship and apprenticeship programs), increased outreach about career paths available, and increased on-the-job training. As part of Phase II MOUs, work2future staff have met with core partners to gather input to ascertain where services are strongest and weakest within the work2future system. We have since identified where partner program services may be co-funded or braided through co-enrollment and where additional services or funding may be needed.

The local board will continue to facilitate the development of career pathways by working with adult schools, local community colleges, and adult education partners to make certain there is progressive

skills development through education and training programs. work2future has recently hired a consultant to provide technical assistance to our staff and partners focused on building career pathways and sector strategies, which will begin in spring 2017. The local board will make certain that each level of skills development corresponds with demand in the labor market and is aligned with industry-valued stackable credentials. We will also take steps to ensure continued input from employers in priority sectors pathways, credentials, curricula, and training structure. work2future will work with training providers to realign curricula in target sectors, provide alternative delivery methods, and increase flexibility for nontraditional students (older adults and those with barriers to employment) to promote smooth transitions from school to work and on-ramps into regional sectors.

*iii. Provide a description of the way the Local Board will improve access to activities leading to a recognized post-secondary credential, including a credential that is an industry-recognized certificate or certification, portable, and stackable.*

Building on information developed through enhanced employer engagement and ongoing LMI research, the One-Stop delivery system will further increase its focus on sector-specific trainings. The new One-Stop operator will be expected to collaborate with training providers to increase the number of industry-recognized credentials that customers can obtain through our ETPL, cohort, and online trainings and to help ensure that those credentials are portable, stackable, and valued by employers in the region.

SBCAE is working on certificate and bridge programs (with formal articulation agreements in place). In addition, the Center for Employment and Training has an existing electrician training program that articulates with an apprenticeship, as well as other coursework eligible for community college credit. We will continue to enhance connections between partner programs and the AJCCs. work2future will also aggressively pursue funding opportunities with our partners to build a system of stackable credentials, such as the California Apprenticeship Initiative. For example, we are collaborating with the community colleges to set up new cohort trainings and to bring their training programs to our target populations. In addition, work2future staff have participated in the Bay Area Community College Consortium's Strong Workforce planning meetings, in order to maximize opportunities for alignment across plans. work2future and education partners are committed to the highest possible level of coordination in preparing the local workforce.

*iv. Provide a description of the way Local Boards and their partners will facilitate engagement of employers in workforce development programs, including small employers and employers in in-demand industry sectors and occupations. AND*

*v. Provide a description of the way Local Boards and their partners will support a local workforce development system that meets the needs of businesses in the local area.*

Enhancing employer engagement and meeting the needs of businesses in our Local Area and region is one of the four priorities driving this plan. Below are more details on our strengths and weaknesses with regard to employer engagement.

### **Target Sectors**

work2future has been using sector-based approaches for many years. We utilize real time labor market information from Wanted Analytics, EMSI, EDD Labor Market Division, and Jobs EQ. We also have conducted and commissioned several sector-based studies and targeted analyses to assess trends in

sectors such as construction,<sup>16</sup> advanced manufacturing,<sup>17</sup> and healthcare.<sup>18</sup> All research studies and reports are shared with case managers, participants, external stakeholders, and the WDB Board of Directors. They are also available on work2future's website.<sup>19</sup> In addition to LMI research, work2future relies on direct input from employers through its various employer engagement activities. We have used these analytics to inform the structure and content of our workforce development activities. For example, we collaborated with community college and university partners to offer several advanced manufacturing-related cohort training programs, such as: project management with an emphasis on manufacturing (San José State University); welding basics and laser technology (both through San Jose City College); and information and communications technology project manager and certified production technician (both through Workforce Institute, San José Evergreen Community College District). These training programs are often followed by sector-specific recruiting events. Since October 2015, work2future has served over 300 WIOA participants through a variety of manufacturing-related skill building- and job-related activities.

work2future will enhance this work in the next two years in collaboration with RPU partners, as described in the Regional Plan. In our Local Area, work2future will target efforts in the following sectors:

- **Manufacturing:** The San José metro area ranks second in the nation in manufacturing specialization, with 32 highly specialized sub-sectors of manufacturing.<sup>20</sup> Due to the Silicon Valley's global preeminence in technology, San José's strongest advanced manufacturing subsectors include areas such as manufacturing of semiconductors, computer terminals, and computer equipment; computer storage manufacturing; and surgical and medical instrument manufacturing. In-demand middle-skills occupations in advanced manufacturing in the Local Area include electrical and electronic equipment assemblers, machinists, and electrical and electronics engineering technicians.
- **Construction:** The housing crisis in California in the post-recession era has spurred a building boom in Santa Clara and the region as a whole. Construction is the ninth largest employment sector in Santa Clara County, with more than 38,000 middle-income jobs. Some occupations in construction require multi-year apprenticeships (affiliated with labor unions), while others require vocational education and on-the-job training.<sup>21</sup> We will continue to focus on this sector with our partnerships with NOVA, Working Partnerships USA, and San Mateo County Union Community Alliance in our Prop 39 pre-apprenticeship state funded grants to grow the pipeline.
- **Health Care:** Health care accounts for one in seven jobs in Silicon Valley, and, as in many parts of the country, has shown steady growth. It provides a wide range of occupations at different skill levels. Those that are growing the fastest in Santa Clara County include personal care aides,

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<sup>16</sup> "Building Construction Career Opportunities: A Workforce Development Strategy for Santa Clara County's Construction Industry." Prepared by Craft Consulting Group for work2future, March 2015. Available from: [http://work2future.biz/images/work2future\\_Construction\\_Sector\\_Report\\_Final.pdf](http://work2future.biz/images/work2future_Construction_Sector_Report_Final.pdf) (accessed December 23, 2016).

<sup>17</sup> Yilmaz, Bige. "Snapshot of Advance Manufacturing in Santa Clara County." work2future, June 2013. Available from: <http://www.work2future.biz/images/AdvancedManufacturing.SantaClaraCounty.pdf> (accessed December 23, 2016).

<sup>18</sup> "Healthcare Report." BW Research Partnership for work2future, April 2013. Available from: <http://www.work2future.biz/images/w2f.HealthcareReport.pdf> (accessed December 23, 2016).

<sup>19</sup> Available from: [http://www.work2future.biz/content/labor-market-information\\_research-studies-and-reports/](http://www.work2future.biz/content/labor-market-information_research-studies-and-reports/) (accessed December 23, 2016).

<sup>20</sup> Yilmaz, 2013.

<sup>21</sup> Craft Consulting Group, 2015.

home health aides, licensed practical and licensed vocational nurses, health technicians, and radiologic technicians.<sup>22</sup>

- **Information Technology:** Information technology employs more than 80,000 people in Silicon Valley. The employment concentration in regional industry is so high that it is 277% above the national average. Over the last four years, the employment gain (+57%, ~30,000 jobs) accounted for almost one-third of the national IT employment growth (+3.8%, ~106,000 jobs); over the next four years the industry is projected to grow another 15%. Occupations that are growing fastest include software developers, computer and information systems managers, cyber security, computer systems analysts, and market research analysts. Middle-skill in-demand occupations in IT include computer support specialists, sales representatives, and web developers.<sup>23</sup>
- **Financial Services:** The median annual wage for accountants and auditors was \$91,559 in the first quarter of 2016.<sup>24</sup> Employment of accountants and auditors is projected to grow 16.7% from 2014 to 2024, faster than the average for all occupations.<sup>25</sup> Employment growth of accountants and auditors is expected to be closely tied to the health of the overall economy. As the economy grows, more workers should be needed to prepare and examine financial records.

More details about the regional dynamics of these sectors, including in-demand occupations, are available in the Regional Plan. work2future selected these sectors to focus on in part because each offers promising pathways to upward mobility and self-sufficiency with abundant employer demand for positions with mid-level skills and decent wages, which is in alignment with the State Plan and the board's priorities and vision (Section 2.A.).

### **Small Employers**

Small employers in our local area play a significant role in job creation. According to work2future research, over 40% of new jobs are created by businesses in their first year of operations. Entrepreneurship also represents an important pathway for some individuals to achieve economic self-sufficiency. As such, work2future has been focused for nearly a decade on small employers; we created BOS to better serve them. BOS is a marketing collaborative of over 27 business-assistance organizations and programs, for example the Small Business Development Center, Service Corps of Retired Executives, The SVO, Minority Business Development Agency, ethnic chambers of commerce, and many others. BOS helps individuals and companies successfully plan, start, and grow by providing access to mentoring, workshops, conferences, financing, and other critical services. Since its establishment in 2007, tens of thousands of individual services and a comprehensive website, available in English, Spanish and Vietnamese, have provided entrepreneurs with access to a wealth of resources. In the next two years, we seek to increase membership in BOS among small businesses and to incorporate more workshops and conferences to promote networking.

work2future has been working with regional intermediary partners to provide participants/members with access to business services, which has helped us reach more small businesses. We will continue to expand these efforts to partner with industry associations and participate in regional business and economic development forums to reach more small firms. work2future will assess and evaluate services annually to make changes according to how labor market and employer needs are evolving.

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<sup>22</sup> BW Research Partnership, 2013.

<sup>23</sup> EMSI, January 2017

<sup>24</sup> Source: EDD, December 2016. *2014-2024 Occupational Employment Projections*, San Jose-Sunnyvale-Santa Clara Metropolitan Statistical Area.

<sup>25</sup> Ibid.



### ***Earn-and-Learn Strategies***

Earn-and-learn strategies are already part of our business services portfolio. We seek to increase our activities in this area not only to respond to employer demand, but also to ensure that we are putting job seekers on a path to greater self-sufficiency, thus promoting upward mobility. work2future's earn-and-learn initiatives include:

- The San José Works program leverages a partnership with school districts and ties with local employers to align local workforce and education systems to benefit schools, employers, and students. Through this program, work2future has established over 300 paid internships in our priority sectors, and will expand learning opportunities for participants, add college credit through dual enrollment with community colleges, and incorporate internships developed in partnership with the SVO and NextFlex.
- work2future has increasingly emphasized the business value to employers of OJT and internships opportunities. As a result, over the last year, we have more than doubled the number of adult OJT placements with key manufacturers and other employers in the region.

In order to expand on these earn-and-learn opportunities, we will focus on developing strategies to overcome limited awareness of the availability and value of earn-and-learn opportunities among both employers and job seekers. For example, the partners plan to expand the San José Works program to multiple school districts in and around San José to build pipelines into regional industry sector pathways. We will focus on improving collaboration in order to better satisfy business and job seeker needs. To achieve this, we will create a formal referral process, increase outreach to businesses to better understand their needs, and enhance our efforts to coordinate business outreach within the region and across partners, reducing duplication of effort. OJT will also play a prominent role in our strategy to expand earn-and-learn opportunities that increase access to regional sector pathways.

### ***Business Engagement to Meet Business Needs***

The work2future board and policy and advisory boards established by partners play an important role in setting the agenda and tone for business engagement, which is one of the board's top priorities in the next two years (Section 3.A.). The work2future board recently made new appointments strategically chosen to increase business leadership and participation in committees and subcommittees. The board sees employer advisory groups as critical to making informed decisions on how to allocate resources to best address business needs, and, thus, it will explore augmenting the advisory groups in the next two years to align with priority sectors and growth occupations. Additionally, staff are continually engaged in LMI research, and are frequently meeting with business leaders as we market cohort training programs in priority sectors.

Some organizations already working with work2future include: Silicon Valley Leadership Group, The SVO, ethnic chambers of commerce, Silicon Valley Economic Development Alliance, NextFlex, Manex, staffing agencies, industry associations, and business incubators. We are also engaged in several local and regional employer engagement initiatives that we can continue to build on to enhance business engagement, such as the Slingshot Initiative (focused on employer's tech skill needs), the Manufacturing Roundtable, the Chamber's business engagement group, and advisory groups established by the regional Community College districts. The board will continue prioritizing getting more participation from sectors that are expanding and the target industry sectors, with the aim of aligning training programs and training decisions with up-to-date, demand-driven information (ultimately improving performance outcomes). As detailed in the Regional Plan, we are also organizing regionally to collect and share LMI from a variety of third-party data sources to develop a regional approach to using LMI to

inform business services, such as using EconoVue and Dun & Bradstreet data to identify firms in the target sectors that are most likely to be hiring middle-skill workers.<sup>26</sup>

We continue to collect data on a regular basis to identify employer needs for talent, as well as which industries anticipate growth, and determine the extent to which the talent pool meets employer requirements. To collect LMI directly from employers and employer organizations, we will focus on identifying skills gaps, understanding hiring needs, ascertaining which types of training employers are willing to pay for, and identifying credentials local employers value that can be aligned with career pathways. Relationships created with businesses can provide access to job leads and earn-and-learn opportunities. Good workforce intelligence is critical to periodic evaluations of the workforce system as a whole and is the basis for continuous improvement opportunities.

*vi. Provide a description of the way Local Boards and their partners will better coordinate workforce development programs and economic development.*

work2future works extensively in conjunction with local and regional economic development agencies to support and address employment and training needs of current and potential businesses. The following efforts will be made to further strengthen coordination between work2future and its economic development partners:

- We will continue to work with local and regional economic development agencies, chambers of commerce, and other economic development entities (such as the Manufacturing Roundtable, Silicon Valley Economic Development Alliance, Innovations Hub, City of San José OED, and BOS) to identify and respond to emerging needs/growth so that future workforce needs are more effectively incorporated into workforce service delivery strategies and training programs.
- We will increase our emphasis on sharing real-time information on employer workforce needs between our economic development, business services, service providers, and training provider partners, to ensure that the workforce development system is responsive to rapid shifts in demand.
- work2future, the City of San Jose OED and other economic development agencies will intensify coordination of business outreach, especially at the frontline staff level, by holding quarterly meetings of frontline business services team staff and OED economic development officers.

work2future was recently engaged in the development of the Association of Bay Area Government's (ABAG) Comprehensive Economic Development Strategy for the San Francisco Bay Area, offering feedback on the strategy to ensure alignment with our Local and Regional Plans. For example, the strategy emphasizes career paths to middle-wage jobs and the reduction of housing and transportation barriers. ABAG's comprehensive strategy will serve as a key overlay to understanding and anticipating the continuing evolution of the regional economy.

*vii. Provide a description of the way Local Boards and their partners will strengthen linkages between the one-stop delivery system and unemployment insurance programs.*

Unemployment (UI) programs in the work2future area include the state's Personalized Job Search Assistance program, Trade Adjustment Assistance (TAA) program, Reemployment Services and Eligibility Assessment (RESEA), Youth Employment Opportunity Program; and veterans program. State Rapid Response teams, in coordination with work2future's Rapid Response teams, provide services to

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<sup>26</sup> EconoVue is presented in a user-friendly way that staff with minimal technical expertise can navigate, and it includes employer contact information and syncing capabilities with MailChimp. In the next two years, work2future will leverage Dun & Bradstreet insights via the EconoVue visualization and outreach platform to inform our efforts to develop effective sector strategies initiatives at a regional level.

employers and workers in mass layoff situations and conduct UI claim filing activities, when needed. Rapid Response staff serve as a key point of contact for businesses and are also used to educate potential participants for the WIOA program. work2future staff currently co-enroll all TAA claimants into the WIOA program at the North San José center where potential participants are fully notified of services available to supplement their TAA training.

Areas of opportunity exist for enhanced integration of the UI program into the One-Stop delivery system, including:

- Ensuring claimants meet eligibility requirements (e.g., searching and registering for work as required by state law; participating in re-employment services as required under RESEA). Each AJCC with UI staff presence will provide a WIOA orientation to RESEA participants for their reemployment service needs.
- Increasing emphasis on effective services to veterans who file for benefits through a new effort to serve participants in the Unemployment Compensation for Ex-Service members (UCX) program. UCX claimants make up a significant portion of the veteran population in need of reemployment services, so this focus will create a strong collaboration between the UI program and the WIOA program.

### **3.D. Required information pertaining to America's Job Centers of California<sup>SM</sup> (AJCC), including the following State Plan requirements for Local Plans:**

*i. Provide a description of the way the Local Board will ensure the continuous improvement of eligible providers of services through the system and that such providers will meet the employment needs of local employers, workers, and jobseekers.*

The vision for the local workforce system is the creation of a comprehensive, coordinated, and collaborative working group comprising core partners, whose primary purpose is the implementation, monitoring, and management of the products and procedures for the delivery and improvement of core/universal services. Membership represents all partners.

To ensure continuous improvement and quality service delivery to local employers, jobseekers, and incumbent workers, work2future requires contractors to meet performance goals that are outlined in their contracts, and that are consistent with WIOA performance indicators and goals established for the Local Area (see Section 3.G. below). In addition, work2future conducts ongoing job seeker customer (WIOA participant) surveys to gauge customer response to services provided. Data from approximately 200 survey responses each month inform improvements to services and processes. To ensure employment needs of job seekers are met, work2future has established a technical support team that meets bi-monthly to review and assess service providers' data.

All organizations receiving grants from work2future must collect and maintain accurate data on all programs and services, including programmatic and fiscal information. For providers serving WIOA customers, jobseekers and businesses, work2future maintains complete programmatic and fiscal information, including individual-level demographic data, services, and outcomes. Using these data, the work2future contracts department conducts desk reviews of program and fiscal activities. Staff also conduct on-site monitoring of service providers, which may include but is not limited to site visits to contractor and partner program facilities, detailed interviews with program and fiscal service provider staff, interviews with businesses and participant participants, and onsite document reviews. Information collected is used by work2future staff to identify best practices and opportunities for additional staff training or peer-to-peer assistance from a high-performing service provider.

To assist service providers with continuous improvement and ensure that they are meeting the needs of employer and job seeker participants, work2future maintains an intranet site, called OneStopPartners, that board staff can use to communicate with service providers. This site contains valuable resources including policies and procedures, training materials, and monthly data reports from CalJOBS. Service providers are required to access the CalJOBS monthly report prepared by the work2future MIS unit, reconcile it with their own records, and ensure that the data are accurate, current, and valid. Once reconciliation is complete, verified data are reported monthly to the director and analyzed by work2future staff to address employment and training inefficiencies and service gaps among providers.

*ii. Provide a description of the way the Local Board will facilitate access to services provided through the AJCC delivery system, including in remote areas, through the use of technology and other means*

To provide access to AJCC services to the rural residents of the southern portion of the Local Area, work2future has satellite centers in Gilroy and Morgan Hill that offer WorkKeys assessments, workshops, training, and case management activities. To further improve access to training among rural jobseekers, work2future has recently procured additional online training resources to increase the numbers and types of training available to remote participants. Depending on jobseekers' responses to the available online training modules and employers' workforce needs, work2future may procure additional online training providers and modules.

*iii. Provide a description of the way entities within the AJCC delivery system, including AJCC operators and the AJCC partners, will comply with WIOA Section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities*

Currently, 8% percent of work2future's overall participants—14% of our youth participants—have some type of disability. All local AJCCs have been certified as Americans with Disabilities Act of 1990 (ADA) compliant, and each center has specialized parking spaces, access ramps, computer stations, and adaptive technology equipment to serve individuals with disabilities.<sup>27</sup> AJCC Staff are also well-versed in the use of adaptive technology and utilize assistive technology devices to serve persons with disabilities and make every effort to serve individuals with disabilities so that we can increase programmatic accessibility of facilities. It is the policy of work2future to provide printed materials in alternate and accessible formats upon request. work2future policy also states that AJCC staff and partners must consider the needs of the individual when determining what alternate format or auxiliary aid or service to provide.<sup>28</sup> With advance notification from the participant, AJCC will arrange, free of charge, for on-site American Sign Language interpreters for appointments, AJCC-sponsored events, and workshops.

While funding is not currently available to hire a specialized disability coordinator, work2future's Phase I WIOA MOU partners agreed to ensure that all policies and procedures at physical AJCC service delivery access points continue to be in compliance with the ADA. Additionally, AJCC partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 C.F.R. Part 37, and all other regulations implementing the aforementioned laws. To ensure physical and programmatic accessibility, all partners are required to complete a yearly questionnaire outlining how their facilities and service delivery mechanisms meet ADA standards.

<sup>27</sup> A California State Architect conducted an Employment Development Department co-location ADA assessment in January 2017 and noted six deficiencies that the work2future board is currently working to address.

<sup>28</sup> These accessible formats can include an email or CD containing the document in plain text, word processing format, HTML, or special formats that can be accessed with screen reader software.

To improve service delivery to individuals with disabilities, work2future and DOR are coordinating an annual event where DOR staff provide half-day training for AJCC staff and partners. This effort will launch in July 2017 and will focus on sharing information on appropriate intake and assessment practices for AJCC staff, disability etiquette and privacy protocols, and the Equal Opportunity monitoring tool that grantees can use at their agency to insure the physical accessibility of facilities.

As discussed in the Regional Plan (Section 2.H.E.), work2future partners have committed to offering joint staff training and professional development activities across the region (through several possible methods of sharing the cost of delivery), particularly related to serving people with disabilities. Collaborating to share the costs of training will enable us to offer more trainings on different types of disability, accessible technologies, partner services, privacy protection, coaching job seekers on disability disclosure with employers, and disability etiquette.

*iv. Provide a description of the roles and resource contributions of the AJCC partners.*

The full list of AJCC partners is in Section 3.N. Partner roles and co-location of programs in each AJCC are described in Section 3.B.i. The parties involved in the MOU work group and the MOU development process are described in Section 3.C.i. Their involvement in the Local Plan drafting process is described in Section 3.J. The MOU work group is still negotiating resource contributions and cost-sharing under WIOA as part of the Phase II MOUs. The Phase II MOUs are then scheduled to be sent to the state by September 1, 2017.

*v. Include an appendix in each Local Plan of copies of executed MOUs and cooperative agreements that are in process and copies of executed cooperative agreements which define how all local service providers, including additional providers, will carry out the requirements for integration of and access to the entire set of services available in the local AJCC system.*

Copies of Phase I MOUs are in Appendix 3.1. work2future does not have any cooperative service agreements at this time.

*vi. Provide detail specifying how Local Boards will work with WIOA Section 166 grantees to include in their Local Plans their strategies to provide Indian and Native Americans equal access to AJCC services.*

Santa Clara County has a very small population of Native Americans, an estimated 9,600 individuals (0.05% of the overall population). As a result, there are no Section 166 grantees in the Local Area. However, we have a strong relationship with the Indian Health Centers of Santa Clara County, where we can refer Native American participants with health issues; they also refer individuals to WIOA services.

*vii. Provide detail specifying how Local Boards will work with WIOA Section 167 grantees to include in their Local Plans their strategies to provide eligible Migrant Seasonal Farmworkers equal access to AJCC services.*

According to the California Employment Development Department (EDD), there were 3,499 migrant and seasonal farmworkers in Santa Clara County in 2014.<sup>29</sup> Many are homeless families living in sub-standard housing in migrant camps in the county's rural southern region. The Center for Employment and Training (CET), a non-profit economic and community development corporation, is our migrant and seasonal farmworker (MSFW) grantee and administers Community Service Block grants. Since its founding in 1967, CET has served migrant and seasonal farm workers. Over time, CET's focus has expanded to other hard-to-serve populations as well. CET provides MSFW outreach, intake, orientation; assessment and IEP; financial literacy; occupational training; wrap-around supportive services and emergency supportive services. work2future works closely with CET and has established a referral system to ensure access that migrant and seasonal farmworkers have access to AJCC services. In addition, we work closely in our South County service area with EDD's MSFW Outreach Program that provides services to the agricultural community statewide. The program specifically targets agricultural employers and workers classified as migrant, seasonal, or migrant food-processing

<sup>29</sup> EDD, Quarterly Census of Employment and Wages, 2014.



workers as defined by federal law. Through this program, EDD provides a full range of employment services to farmworkers who do not have access to services through the normal intake process within the AJCC system.

*viii. Provide detail specifying how AJCCs will serve as an on-ramp for the regional Sector pathways emphasized in the corresponding regional plan.*

We are working diligently to strengthen the connection between our AJCCs, CTE, and training providers, including the SBCAE and the California Community Colleges Strong Workforce Initiative. Strengthening these relationships will provide more on-ramps for local job seekers who access services at AJCCs to transition smoothly from training to employment somewhere in the region, ideally with self-sufficient wages and a stackable credential. A key part of our strategy is to further the connections between local and regional workforce systems. We are able to build on our previous collaboration efforts such as Slingshot and career pathways programs at the community colleges. For example, working with East Side Union High School District, we have initiated a career pathway on-ramp to a community college program where career exploration (e.g., career inventories, field trips, and job shadowing) and LMI allow youth to explore emerging industry fields and visit colleges, technical schools, and businesses.

work2future is also working with the other Bay-Peninsula RPU workforce boards, the EDD LMI Division, and a variety of third party data tools to develop a regional approach to sharing and analyzing LMI so that we can coordinate outreach for regional sector employers. We are committed to regularly collecting data across the region to identify employer needs for talent, as well as industry growth, and to determining the extent to which the talent pool meets employer requirements. We envision this collaborative LMI effort will ultimately help connect job seekers in our local AJCCs to labor markets in the region; it is a first step towards collaborating across the RPU to provide on-ramps into sector pathways. For example, if a job seeker has an interest in the financial sector, and San Francisco has more engagement with financial sector employers and there are more financial sector positions in that area, we will eventually be able to share information with our job seekers so that they can more readily apply to positions in other parts of the region that better meet their needs.

In the next two years, we will also focus on developing a communication platform for frontline staff from WIOA and EDD (Wagner-Peyser) across the local boards in the RPU to stay informed about training, earn-and-learn opportunities, and sector-specific training cohorts taking place throughout the region. This communication platform will help us ensure that if a job seeker comes into one AJCC, they can still access training that will benefit the participant.

### **3.E. Required information pertaining to specific programs, populations, and partners**

*i. Describe how the Local Board will coordinate local workforce investment activities with regional economic development activities that are carried out in the local area and how the Local Board will promote entrepreneurial skills training and microenterprise services.*

Please refer to Section 3.C.vi. for a discussion of coordination with economic development activities and to Section 3.C.v., “Small Employers,” for a discussion of our BOS program.

*ii. Provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area.*

Please refer to Section 3.C.i., “Job Seeker Services” and “Training Services.”

*iii. Provide a description of how the Local Board will coordinate rapid response activities carried out in the local area.*

work2future has become a statewide leader in supporting layoff aversion activities. We have built a partnership with Urban Explorer, EDD, and Dun and Bradstreet to provide California's 46 WDBs an innovative and unique layoff aversion tool, EconoVue. Key features of this software include the ability to conduct industry analyses using Dun & Bradstreet data to identify firms likely to lay off workers and, therefore, to engage proactively with these firms to avert or lessen the impact. Dun & Bradstreet provides early warning data in the form of a financial stress score, and the names of the top five firms at risk of a major layoff are provided to the board.

The work2future Rapid Response team, based in the work2future administration offices, is the primary entity charged with coordinating Rapid Response activities in the Local Area. This team provides services to employers and workers affected by layoffs and mass closures occurring throughout the Local Area. Local Rapid Response team members make initial and follow-up contacts with employers, provide referral services to economic development agencies, work closely with referrals from the City of San José OED and the Silicon Valley Economic Development Association, document visits and communicate to appropriate local and State agencies, conduct reemployment orientations and workshops, and facilitate the transition of workers into training and job development activities offered by the local AJCC system. Regional Rapid Response representatives (the Bay Area Rapid Response Roundtable) are responsible for coordinating all Rapid Response sessions and the ensuing transitional services for affected workers.

In addition, work2future will take steps to conduct more outreach to regional target sectors about California's Work Sharing program, which allows employers to avoid layoffs by reducing the hours of employees and compensating them for lost hours with UI benefits. Awareness and use of this program is historically concentrated in the manufacturing sector, but evidence from the State of Washington suggests that targeted marketing can reach a broad array of sectors, especially those that employ highly skilled workers who employers do not want to lose—highly relevant for Silicon Valley employers.<sup>30</sup>

*iv. Provide a description and assessment of the type and availability of youth workforce development activities in the local area including activities for youth who are individuals with disabilities, which must include an identification of successful models of such activities.*

For a description of overall youth-related workforce development activities, refer to Section 3.C.i., "Youth Services."

For the approximately 14% of work2futures youth participants who are disabled, we have developed a two-path service model that begins at intake. For those with Individual Education Plans (IEPs), AJCC staff work with the youth and instructional staff to obtain accommodations, such as additional time on tests, readers, technologies, etc. Those who do not have IEPs must provide alternative documentation of the disability. Once verified, AJCC staff accommodate the participant. AJCC staff also refer youth with disabilities to area organizations for additional services, depending on the nature and severity of the disability, including HOPE Services, Goodwill, Project Hope, Momentum for Mental Health, Asian Americans for Community Involvement, Rebecca Children's Services, Silicon Valley Independent Living Center, DOR, and Project HIRED.<sup>31</sup> Moving forward, work2future partners will work with DOR and other partners to improve the connection and hand-off between AJCCs and DOR so that youth can take

<sup>30</sup> Balducchi, D., et al. "Employer Views about the Short-Time Compensation Program: A Survey and Analysis in Four States." Prepared by IMPAQ International for the U.S. Department of Labor, September 30, 2015. Available from: [http://wdr.doleta.gov/research/FullText\\_Documents/ETAOP-2016-01\\_Final-Report-Acc.pdf](http://wdr.doleta.gov/research/FullText_Documents/ETAOP-2016-01_Final-Report-Acc.pdf) (accessed December 23, 2016).

<sup>31</sup> Project HIRED guides job seekers with disabilities to find and sustain meaningful employment through an array of services designed to promote self-sufficiency and independence, remove barriers, and help participants build successful careers.

advantage of DOR's new services for students with disabilities, including early work experience, summer vocational programs, and self-advocacy training.

*v. Describe how the Local Board will coordinate relevant secondary and post-secondary education programs and activities with education and workforce development activities to coordinate strategies, enhance services, and avoid duplication of services.*

work2future and our adult education partners (AEP) are committed to improving collaboration and integrating services so that youth and job seekers can achieve economic self-sufficiency in an area with one of the highest costs of living in the nation. A member of the AEP board serves on the work2future board; AEP has been involved in the MOU development process; and work2future staff attend the SBCAE meetings. In August 2016, the AEP also gave work2future partners the opportunity to review and comment on the SBCAE annual plan. In February 2017, we attended the SBCAE Governor's meeting to share progress on projects that have an impact on adult learners in our community. AEP currently provides multiple points of entry for students along several career pathways, which will allow for greater referrals and outreach to potential AJCC participants as the partnership strengthens.

We have identified several possible strategies for improving the connection between AJCCs and secondary and postsecondary education programs, including co-location, newsletters, informational meetings, and cross-training of AEP and AJCC staff services. The specific steps to be taken will continue to be worked out during the development process for the Phase II MOUs in 2017. In the next two years, our goals for enhancing coordination with AEP are to:

- Clarify the protocol for assessing adult education needs at AJCCs (and other points of service) and making appropriate referrals for services;
- Increase co-location of adult education services in the local AJCC access point system; and
- Provide career awareness materials and/or workshops prepared by workforce development staff to AEP so that AEPs can expose adult education students to career opportunities and facilitate referrals to AJCCs and other workforce development programs.

We are currently seeking funding and resources to collaborate with our K–12 education partners to create new bridge programs from high schools to workforce services. For example, we are reviewing SBCAE's consolidated application for state Title II adult education funds. Because SBCAE is applying as a consortium of high schools, AEP, and community colleges, bridge programs will be much easier to implement into a pathways framework, with clear integration opportunities for literacy and adult education to be woven into existing and emerging training.

*vi. Describe how the Local Board will coordinate WIOA Title I workforce development activities with the provision of transportation and other appropriate supportive services in the local area.*

Transportation is one of the most significant barriers for our participants and consequently has been and will continue to be a major focus for us. For example, work2future partners have worked with the Valley Transportation Agency's Outreach program to provide services to individuals who are unable to secure their own transportation to vital services such as medical appointments and employment. Additionally, WIOA Title I programs provide transportation and other support services, based on program and funding availability, to assist enrolled participants in overcoming barriers to employment. (Transportation options included in WIOA supportive services are described in Section 3.C.i.) If WIOA is unable to provide a particular service, participants are referred to other core partners. Where possible, AJCC staff facilitate the connection between the partner agency and the participant.

Other work2future partners also offer transportation assistance in the Local Area, and we will continue to coordinate with them on programs such as Guarantee Ride Program, Bike to Work Program, Mileage and Bus Pass Cost Reimbursement, Transit Assistance Program, Transportation Information for Santa

Clara County, California Low Cost Auto Insurance Program, Peninsula Family Services, and Ways to Work.

*vii. Provide any plans, assurances, and strategies for maximizing coordination, improving service delivery, and avoiding duplication of Wagner-Peyser Act (29 U.S.C. 49 et seq.) services and other services provided through the One Stop delivery system.*

The role of Wagner-Peyser Act services in the work2future workforce system is covered in the overview in Sections 3.B. and 3.C. Employment services are currently concentrated in the North San José Job Center (a standalone office administered by EDD) and 2.5 FTE staff from EDD are co-located at our Morgan Hill AJCC. Moving forward, we are committed to increasing the presence of Wagner-Peyser staff at our other AJCC locations, especially the comprehensive AJCC (San José AJCC) and we have been working with our EDD partners in MOU work group meetings to determine next steps.

Historically, two of the barriers to co-location were the need to ensure that the AJCCs are seismically sound and the need for full ADA compliance before EDD can co-locate staff there. The state architect visited our comprehensive AJCC on January 12, 2017, and determined that the center was seismically sound and ADA compliant.<sup>32</sup> We will work with EDD to produce a plan for streamlining and integrating services to reduce duplication of services and to make it easier for hard-to-serve individuals to navigate the service delivery system.

*viii. Describe how the Local Board will coordinate WIOA Title I activities with adult education and literacy activities under WIOA Title II. This description must include how the Local Board will carry out the review of local applications submitted under Title II consistent with WIOA Sections 107(d)(11)(A) and (B)(i) and WIOA Section 232. This description must also specify how the Local Board will carry out the review of Title II grant applications to determine whether such applications are consistent with the Local Plan, and how Local Boards will make recommendations to the eligible agency to promote alignment with the Local Plan, as described in WIOA Sections 107(d)(11)(A) and (B)(i) and Section 232.*

Local adult schools and work2future, with our regional partner, NOVA, are exploring how the alignment of WIOA and AEP programs will expedite better WIOA outcomes. We believe the role of AEPs in our Phase 1 MOU and their ongoing role as core partners under WIOA in the AJCC system will allow us to develop smoother transitions for basic skills-deficient students to move on to job training and work, as well as offer potential data integration opportunities to further smooth out such transitions.

As part of these integration efforts, adult education providers in the county will work closely with work2future and NOVA to develop an outline of how an integrated cooperative applications review process will work. The outline will include: geographic focus areas served; how adult education provides instruction that supports the sector strategies of the region and Local Area; the partner activities that prepare individuals for careers; AEP and WIOA co-enrollment processes; and evidence of a service strategy between AEPs and AJCCs that promotes integrated services through multiple sites and access points in the county, including online services. By working together in these and other ways, adult education programs and other WIOA partners will create a more efficient and effective education and workforce development system with improved outcomes that meet employers' needs for educational attainment. work2future currently has additional plans to meet with SBCAE to review and align plans to ensure compliance with the intent of Title II.

work2future goals related to improving integration between WIOA Titles I and II include:

- Having local AEPs fill out a consolidated application for new WIOA Title II funding through SBCAE, which will include braiding Title I and Title II resources; and

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<sup>32</sup> Although the architect determined that the AJCC was ADA compliant, he also noted six minor deficiencies that the work2future board is currently determining how to address.

- Establishing the local AEP consortium as an entry-point into the AJCC system and increasing the amount of shared resources between AEPs and other AJCC partners and programs.

For further information on coordination between WIOA Title I and AEP, refer to Section 3.E.v. above on secondary and postsecondary coordination.

*ix. Provide a description of the services that will be provided to limited English proficient individuals. These services be should specifically detailed in any sections of the Local Plan that deal with the provision of services to individuals with basic skills challenges. Local plans must specify how basic skills programs in the local area will serve individuals from these communities.*

Ten percent of work2future participants self-identify as having limited English proficiency. However, it is likely that this is an underestimation of the LEP population actually served.<sup>33</sup> work2future and our partners have staff who are fluent in Spanish, Vietnamese, and other languages to serve participants with limited English. Sections 3.B. and 3.C. include examples of these services. Section 3.B. highlights our commitment to enhancing connections with the Vietnamese community through the recent arrangement to co-locate services at the Vietnamese American Community Center.

One strategy for enhancing work2future services to limited English populations in our Local Area is to expand training options targeted at LEP populations for specific sector-based trainings in order to provide contextualized language learning. One of our training providers, the Center for Employment and Training (CET), already does this with Spanish-speaking individuals by pairing contextual learning and competency-based skills training. For example, their CNC machining technology program prepares students for entry level positions, with vocational ESL (Spanish) as part of the program to assist students in overcoming job-specific language barriers. We are also working with our community college and adult education partners to share and coordinate resources for serving LEP participants.

A second approach is explicitly to work with adult education and postsecondary partners to make hand-offs between basic skills and ESL offerings and further training/education more accessible for individuals with limited English proficiency. For example, work2future's WIOA Title I programs have already developed a clear process with AEPs to refer English learners to AEP programs, depending on the participant's level of proficiency. As part of this process, WIOA Title I staff members refer participants and individuals who are not WIOA Title I eligible to ESL classes provided by AEPs and CBOs, such as ConXion, Vietnamese Voluntary Foundation, Catholic Charities of Silicon Valley, Economic and Social Opportunities, Inc., and the Southeast Asian Community Center. These agencies provide on-site evening ESL classes and provide an *Introduction to Computers* class for Spanish speakers. In addition, in Section 3.C. we described how we plan to build on a local best practice of using Google Translate to translate intake forms into multiple languages with ease. We would like to make this available at all of our access points.

work2future also participates in an initiative known as ALLIES, a coalition of ESL educators and community partners serving the two-county Silicon Valley region. Its mission is to support student success through pathways between adult schools and community colleges. The Silicon Valley Community Foundation was a catalyst for ALLIES and continues to provide funding. Core participants are ESL providers from the adult education schools, community colleges, and community groups, including WDBs. One of the most important activities of ALLIES has been to coordinate the ESL Providers' Network (EPN), a coalition of ESL providers from San Mateo and Santa Clara counties that meets twice a year to share best practices and discuss future directions for the overall effort. Local partners, including AJCC partners, collaborate between sessions on specific partnership initiatives.

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<sup>33</sup> It was not possible to break down the LEP population by specific languages because of the high share of records with "N/A" entries in that field, indicating substantial data gaps in CalJOBS.



### 3.F. Relevant information pertaining to grants and grant administration

*i. Identify the entity responsible for the disbursement of grant funds described in WIOA Section 107(d)(12)(B)(i)(III), as determined by the chief elected official or the Governor under WIOA Section 107(d)(12)(B)(i).*

The mayor of San José serves as the chief elected official for the Local Area and has designated the City of San José's OED as the fiscal agent responsible for disbursement of all funds, including WIOA Section 107(d)(12).

*ii. Describe the competitive process that will be used to award the sub-grants and contracts for WIOA Title I activities.*

The City of San José maintains a fair and open process for awarding contracts and sub-grants to CBOs and other eligible parties utilizing a competitive RFP process that requires both a technical and business proposal. The city has established an administrative framework to ensure integrity in the procurement and contracting process by developing a robust RFP process that clearly describes the services being procured; criteria respondents must meet; expected performance and reporting requirements; proposal submission requirements, including allowable forms of communications with the RFP contact in the solicitation; proposal scoring rubrics; and a process applicants can use to protest a funding decision.

work2future uses the City of San José's WebGrants system to manage WIOA service provider RFPs. WebGrants is a one-stop system for advertising procurements to over 3,000 users representing over 1,700 organizations. Organizations apply for procurements through the system and it records and tracks awarded grants. It ensures an open and transparent system for WIOA RFPs. For each RFP, city staff hold a forum to share information about the RFP to ensure that a wide distribution of potential applicants is reached and public comment is solicited before a final RFP is distributed. Once an RFP is officially issued, all communication between the various parties must be conducted in writing and directed to the RFP contact in the solicitation. All written inquiries are addressed, provided that they are made within the required period of time. Responses and additional guidance is posted on WebGrants to give bidders a chance to incorporate additional guidance/clarification into their proposals. In addition, work2future hosts a technical assistance conference to provide an overview of the RFP, clarify programming and technical requirements, and address applicants' questions.

All proposals must be submitted electronically to WebGrants to ensure that submission deadline requirements are met. Proposals received by the deadline are reviewed to ensure they meet minimum qualifications. Those that do are submitted to an evaluation team that receives detailed instructions for evaluating the proposals. A standard scoring rubric is created for each RFP and posted on WebGrants, so evaluation team members can assign a point value to each proposal. The team also assesses financial documentation submitted with each proposal. WebGrants calculates a score based on evaluation team members' rubrics, and a recommendation is submitted to the work2future Board of Directors for approval. Proposers are notified electronically of their proposal status. work2future initiates a formal contract with awardees.

### 3.G. Relevant information pertaining to performance goals

*i. The Local Plan should describe the levels of performance negotiated with the Governor and chief elected official consistent with WIOA Section 116(c), to be used to measure the performance of the local area and to be used by the Local Board for measuring the performance of the local fiscal agent (where appropriate), eligible providers under WIOA Title I subtitle B, and the AJCC delivery system in the local area.*

#### **WIOA Performance Goals**

Following the guidance in EDD WSD-149, the Bay-Peninsula RPU met several times to discuss the local workforce development area performance indicators and determined appropriate goals for each board

for these measures. We used the state-level goals as a baseline for our determinations, and then each of the boards shared their own assessment of what our local goals should be, based on past and current performance goals and data from CalJOBS and third-party systems to analyze program participant data by participant type, barriers, and LMI. Following these discussion and assessments, RPU representatives from each local WDB met with California Workforce Development Board staff in August 2016 and negotiated our performance goal. The performance goals listed in Figure 3.iv have been negotiated and approved for the work2future Local Area and will be used to measure performance of the AJCC delivery system and service providers.

When planning and negotiating our levels of performance, work2future takes into account the following: actual versus planned, historical levels of performance, by how much we exceed our goals, and ongoing performance management (monthly and quarterly updates).

**Figure 3.iv: work2future Title IB Negotiated Performance Goals**

PY 2016–17 Performance Goals			
	Adults	Dislocated Workers	Youth
Employment Rate 2nd Quarter After Exit	57.5%	63.4%	62.4%
Employment Rate 4th Quarter After Exit	55.0%	62.00%	64.2%
Median Earnings 2nd Quarter After Exit	\$5,340	\$8,425	BASELINE
Credential Attainment within 4 Quarters After Exit	48.0%	60.0%	50.0%
PY 2017–18 Performance Goals			
	Adults	Dislocated Workers	Youth
Employment Rate 2nd Quarter After Exit	58.0%	64.0%	62.4%
Employment Rate 4th Quarter After Exit	55.0%	62.0%	64.2%
Median Earnings 2nd Quarter After Exit	\$5,550	\$8,425	BASELINE
Credential Attainment within 4 Quarters After Exit	48%	60.0%	52.0%

We shall continue to monitor and share our performance with the board on a quarterly basis. Although, under WIOA, the State’s minimum threshold was 80%, our board set our performance expectation at 100%. Under WIOA, we will continue to strive to achieve this high standard.

### ***Fiscal Agent Performance***

work2future undergoes monitoring by state auditors, external auditors, and City of San José internal auditors to ensure that our internal control systems are in place and functioning well. In addition, work2future has read and adheres to state guidance directive WSD16-13 to ensure that all expenditures are submitted accurately and on time to CalJOBS on a monthly and quarterly basis. work2future also

regularly monitors sub-recipients (including WIOA Title IB contractors and, in the future, the operator) and ensures that any necessary corrective actions are implemented. This is essential to verify that controls are operating properly. Required reconciliations, confirmations, and exception reports provide this type of information. Bank reconciliation is done on a monthly basis by city finance staff and reconciliation between systems is performed by work2future fiscal staff on a regular basis. work2future has established internal controls and adheres to the City of San José policies and procedures in key financial and program areas that include but are not limited to: budgeting, cost allocation, vendor disbursement, financial reporting, information systems, travel, cash management, purchasing and contracting, property management, personnel and payroll, and participant-related payments.

#### ***Performance of WIOA Title IB Providers***

The work2future board requires monthly numerical reports and quarterly narrative reports. work2future also engages in monitoring activities that may include but are not limited to: site visits to contractor and partner facilities, interviews or surveys of program participants, review of financial and organizational documents, and group training meetings among grantees. These monitoring reports are shared with the board. work2future supports its grantees by providing timely technical assistance to continuously improve their practice, programs and services, capacity-building activities in a variety of subjects related to quality assurance and program improvement. These include operational requirements, program practices, and quality standards.

#### ***Plans for Monitoring AJCC Operator Performance***

At the time of writing, work2future was in the process of developing an RFP for the competitive procurement of the Local Area's AJCC operator, with an expected release date in late winter to early spring 2017. Once a provider has been selected, work2future will monitor the operator monthly and provide reports to the SJSVIN board for review.

### **3.H. Relevant information pertaining to federal High Performance Board (HPB) efforts**

*i. Identify the actions that the local board will take toward becoming or remaining a high performing board, consistent with the factors developed by the State in accordance with the requirements of WIOA Section 101(d)(6).*

On February 12, 2014, the EDD certified work2future as a High Performance Board. As such, we will continue to make progress related to the state's seven strategies, which will include policies regarding the coordinated provision of integrated services through the local delivery system, such as:

- Assessing the effectiveness and continuous improvement of AJCCs by tracking progress on achieving the priority goals and strategies set forth in this plan.
- Clearly articulating the appropriate roles and contributions of all of the entities that carry out work2future partner programs within the Local Area, including developing approaches to facilitating equitable and efficient cost allocation for the AJCC system, and by meeting with stakeholders, vendors, and participants to insure a sound delivery system.
- Maintaining a continual board member development program in order to keep members engaged, informed, and up-to-date on all things WIOA-related.

We will strive to continue our status as a High Performing Board through strict adherence to the strategies, policies and partnerships outlined in this Local Plan. In addition, the board of directors will continue to provide the guidance and additional oversight needed to maintain high quality of service. We strive to maximize return on taxpayer funds and to manage resources responsibly with the highest fiscal and programmatic standards.

*ii. Identify how the Local Board will assess the effectiveness and continuous improvement of AJCCs*

work2future will ensure that the AJCC system adheres to our philosophy of high performance work by focusing on continuous quality improvement aligned with the four priorities set forth in Section 3.A.ii. work2future is also committed to enhancing the level of regional collaboration, especially as it applies to the development of regional sector strategies, setting up data and communication platforms necessary to support regional coordination, and streamlining service delivery and staff professional development strategies to be more participant-focused.

Program operators are given monthly performance reports that include planned versus actual numbers for participants, exits, placements and expenditures, and that are used to shape day-to-day operations. Data are used to make changes to contract goals and to formulate corrective action plans, where appropriate, when performance is deficient.

work2future will continue to strive for continued quality improvement by:

- Reviewing monthly and quarterly performance indicator reports to ensure that the rates meet or exceed targets. Measures that fall below target levels lead to an investigation of the probable cause. A corrective action plan is put in place once the reasons for deficiency are found. Staff report the corrective actions to the executive director.
- Using reporting tools on a quarterly basis to monitor Local Area service delivery performance.
- Continuing to conduct quarterly job-seeker and employer satisfaction surveys and interviews to provide feedback to service providers and the board and improve service delivery strategies.

*iii. Identify how the Local Board will comply with State-issued AJCC policies specified in the following policy directives:*

**WSD15-14 - WIOA Adult Program Priority of Service**

Section 3.C.i., “Jobseeker Services,” provides an overview of our policy on priority of service and the official work2future Priority of Service policy is in Appendix 3.3. With respect to individualized career services and training services funded with WIOA adult funds, priority of service must be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills-deficient. Priority of service status is established at the time of eligibility determination and does not change during the period of participation.

Generally, there are no special eligibility requirements for participation by adults in career services under WIOA Section 134(c)(2). However, if the career services provided include services under WIOA Section 134(c)(2)(A)(xii), priority must be given to recipients of individualized career services in the following order:

1. Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills-deficient.
2. Individuals who are the recipients of public assistance, other low-income individuals, or individuals who are basic skills-deficient.
3. Veterans and eligible spouses who are not recipients of public assistance, other low-income individuals, or individuals who are basic skills-deficient.
4. Other individuals who are not recipients of public assistance, other low-income individuals, or individuals who are basic skills-deficient.

Local WDBs may establish additional priority groups (e.g., residents of the Local Area, individuals with disabilities, ex-offenders, etc.). If any additional priority groups are established, they will be identified in

the local policy. The statutory priority applies only to adult funds for individualized career services, as described in §680.150(b), and training services. Funds allocated for dislocated workers are not subject to this requirement.

### **WSD15-12 - WIOA Phase I Memorandums of Understanding**

Please refer to Section 3.C.i. for an overview of our WIOA MOU Phase I development process and partners engaged. work2future finalized and submitted our WIOA MOU Phase I on June 29, 2016.

### **WSD16-09 - WIOA Phase II Memorandums of Understanding**

WIOA Phase II MOUs are currently under development. work2future partners have met several times in Fall 2016 and will adhere to the following schedule, moving forward:

- March 15, 2017: Phase II Work Group Meeting
- June 20, 2017: Progress Report Due
- September 1, 2017: Phase II Local MOUs due to the state
- January 1, 2018: Implementation of Phase II MOUs by Local Area

The above schedule is subject to changes based on state and federal guidance and any changes that may be issued to the MOU development process.

## **3.I. Relevant information on training activities**

*i. The Local Plan should describe how training services outlined in WIOA Section 134 will be provided through the use of individual training accounts. If contracts for training services will be used, the Local Plan must include how the use of such contracts will be coordinated with the use of individual training accounts, and how the Local Board will ensure informed participant choice in the selection of training programs regardless of how the training services are to be provided.*

Training services are provided in a manner that maximizes participant choice for both career goals and selection of eligible providers for such services. work2future funds training contracts using both Eligible Training Provider List (ETPL) and direct contracts with providers. The Individual Training Accounts (ITAs) are used with ETPL-approved training providers to provide training services. The work2future training policy and associated high-demand training list, which is based on continuing LMI research and employer feedback, emphasizes a focus on our priority sectors (advanced manufacturing, healthcare, information technology, construction, and financial services), thereby ensuring that only high-demand occupational training programs are funded utilizing WIOA resources. Exceptions are made only when unique circumstances justify otherwise, which requires a waiver from board staff. Currently, work2future also has direct contracts with community colleges for cohort programs that are not included on the ETPL but are relevant to our priority sectors and has plans to add new contracts with training providers to offer more cohort trainings. work2future monitors performance of training providers and programs that are not on the ETPL through the terms of the contract, including placement performance.

To ensure participant choice in training activities, staff ensure training options can be explored by each participant at his/her discretion. Every participant has a Training Plan that is reviewed, signed, and serves as documentation of a participant's intentions going forward.

## **3.J. Public transparency, accessibility, and inclusivity information**

The development of this Local Plan was done with the participation of a variety of stakeholders, including our Phase I and Phase II MOU work group, which was charged with creating Local Area MOUs that established cost-sharing, co-location agreements, referral processes, and presence at our AJCCs. It included representation from each of the core partners and included non-core partners that represent target populations meant to be served under WIOA. (see Section 3.C.i., "Memorandum of

Understanding Process,” for a list of MOU work group participants.) While formed with the specific task of creating MOUs, this group also took on the task of responding to the state’s guidance for local planning entities; specifically, the group discussed how to meaningfully align services and create real on-ramps from local AJCC’s to the region’s career sector pathways.

In December 2016, the work2future board met to discuss the Local Plan and stakeholder engagement efforts. At that meeting, mandated partners from DOR, EDD, Job Corps, Santa Clara County Social Services, Sourcewise, local Section 166 federal grantees, representatives from local labor organizations, businesses, and the representatives from the local chamber of commerce were also present. We conducted outreach to additional stakeholders by phone, email, and in-person contact.

Additional stakeholders, including CBOs representing the individuals from target populations, community colleges, economic development, TANF, and DOR, were engaged in several ways during our WIOA local and regional planning process. The MOU partners met on four<sup>34</sup> occasions, two of which were specific to drafting elements of the Local Plan and one of which was a regional planning meeting that included local information. During the public comment period, work2future will hold an additional public meeting in South County to engage with stakeholders regarding the Local Plan.

On February 8, 2016, a draft of the Local Plan was made available for public comment. The Notice of Public Comment Period instructed interested parties about how they could submit comments in reference to the Local and Regional Plans, no later than 12pm on **March 10, 2017**. In addition, work2future posted the Local and Regional Plans on its website and made announcements about the opportunity for public comment through Facebook, LinkedIn, Twitter, and email messages to stakeholders (see the Regional Plan list of stakeholders in Appendix 3.1). Public comments are attached in Section 3.R.

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<sup>34</sup> Note: all items in this draft that will be updated in the final draft have been placed within brackets to indicate that this information is subject to change.



**Figure 3.v: Meetings with Local Stakeholders**

Meeting Date	Time and Location	Topics Covered
November 7, 2016	2:00–3:30, work2future	How can the team work together to: <ul style="list-style-type: none"> <li>• Expand services to individuals with barriers</li> <li>• Build local and regional career pathways</li> <li>• Increase access to postsecondary credentialing</li> <li>• Increase access to services for out-of-school youth and other target populations</li> <li>• Engage employers in high-demand industries and occupations</li> <li>• Support local business needs</li> </ul>
December 8, 2016	2:00–3:30, work2future	What are models for and each partner’s ability to provide co-location full-time, part-time, or virtually?
December 16, 2016	1:30–3:00, Sunnyvale Community Center	Review the list and scope of regional programs for onboarding target populations onto Regional Career Pathways, provide feedback on pathways not mentioned or barriers not addressed.
February 7, 2017  February 8, 2017	3:00–4:00, Friendly Inn Center, Morgan Hill  5:00–6:00, Gilroy Public Library	Meeting to gather further input from South County: <ul style="list-style-type: none"> <li>• Expand services to individuals with barriers</li> <li>• Build local and regional career pathways</li> <li>• Increase access to postsecondary credentialing</li> <li>• Increase access to services for out-of-school youth and other target populations</li> <li>• Engage employers in high-demand industries and occupations</li> </ul> Support local business needs

Meetings with stakeholders to discuss the Local Plan were open to the public and held in multiple locations, including the AJCC at 1601 Foxworthy Ave, San José, and work2future administration offices at 5730 Chambertin Drive, San José. Partners and stakeholders were invited via email, phone, and by personal contact in advance of each meeting (see Section 3.N. for a complete list of invited partners). While the stakeholder meetings held over in fall 2016 were convened during the work day, the January/February meetings to provide input on the public draft were held in the evening. Each meeting was held within access to public transportation and walking and biking routes. The partners that attended the meetings included both required WIOA partners and other important CBOs, agencies, and partners that serve the region’s key target populations, including organizations representing farmworkers, ex-offenders, limited English proficient individuals, out-of-school and/or disconnected and foster youth (as indicated in Section 3.N.). The draft plan will be presented to the Finance and Executive Committees for approval in February and to the full board, with public comments attached, in March 2017.

### 3.K. Relevant information pertaining to common intake and case management efforts

*i. Describe how Local Boards currently handle intake and case management and whether their existing approach allows for the tracking of co-enrolled individuals across WIOA core programs and other programs party to the State Plan.*

work2future’s case management is participant-centered and goal-oriented to assist WIOA registered adult and dislocated workers with services that lead to self-sufficient employment, as well as follow up services after program exit. It begins with career services for registered adult and dislocated workers.

Case notes in individual participants' electronic files document case management activities. Case management consists of monitoring progress towards goal attainment as outlined in the IEP and noting any barriers and potential barrier resolution. Activities for registered participants in WIOA who are co-enrolled individuals include additional reporting, technical assistance, monitoring and corrective actions as required, based on planned program activities and the services provided.

All WIOA adult and dislocated workers enrolled in individualized Career Services have met the eligibility requirements for such services and meet the requirements for the priority of services system. Case management activities support the participant's needs, based on individual circumstances

For an overview of how we handle intake and referrals, see Section 3.C.i., "Intake, Assessment, and Referral Processes." For more information about the status of our plans for improving co-enrollment processes, refer to Section 3.C.ii. Intake and case management are handled by staff of the program from which the participant is seeking services. work2future core partners (Wagner-Peyser, WIOA Title IB, CalWORKs, and DOR) currently track referrals to each other through a third-party data system called iTrain, which is not currently linked with CalJOBS. AJCC staff enter WIOA services in CalJOBS for all enrolled WIOA participants.

### 3.L. Other miscellaneous information requirements

*i. The direction given by the Governor and the Local Board to the AJCC operator to ensure priority for adult career and training services will be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient consistent with WIOA Section 134(c)(3)(E) and 20 CFR Section 680.600.*

The board follows the direction of the Governor regarding priority of service for individualized career services and training. The existing priority service for the work2future Local Area is described in detail in Section 3.H.iii.

*ii. Identify the portions that the Governor has designated as appropriate for common response in the Regional Plan where there is a shared regional responsibility, as permitted by 20 CFR Section 679.540(b).*

Based on state guidance in WSD 16-07, regional labor market, economic, and background analyses are presented in the Regional Plan, with some elaboration on the specificities of local context highlighted in Section 3.A.i. of the Local Plan. The negotiated performance measures for the Local Area are included as Appendix 2.2 to the Regional Plan, alongside the negotiated measures for the other local WDBs.

*iii. Comments submitted during the public comment period that represent disagreement with the plan must be submitted with the Local Plan.*

Comments submitted during the public comment period are attached in Section 3.R.

### 3.M. Local Board Assurances

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#### Local Board Assurances

Through PY 2017–20, the Local Workforce Development Board (Local Board) assures the following:

- A. The Local Board assures that it will comply with the uniform administrative requirements referred to in the *Workforce Innovation and Opportunity Act* (WIOA) Section 184(a)(3).
- B. The Local Board assures that no funds received under the Workforce Development Act will be used to assist, promote, or deter union organizing (WIOA Section 181[b](7)).
- C. The Local Board assures that the board will comply with the nondiscrimination provisions of WIOA Section 188.
- D. The Local Board assures that the board will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIOA Section 188.
- E. The Local Board assures that funds will be spent in accordance with the WIOA, written Department of Labor guidance, and other applicable federal and State laws and regulations.
- F. The Local Board assures it will comply with future State Board policies and guidelines, legislative mandates and/or other special provisions as may be required under Federal law or policy, including the WIOA or State legislation.
- G. The Local Board assures that when allocated adult funds for employment and training activities are limited, priority shall be given to veterans, recipients of public assistance and other low-income individuals for intensive and training services. (WIOA Section 134[c](3)(E), and CUIA Section 14230[a](6))
- H. The Local Board certifies that its America's Job Center of California<sup>SM</sup> (AJCC) location(s) will recognize and comply with applicable labor agreements affecting represented employees located in the AJCC(s). This shall include the right to access by State labor organization representatives pursuant to the *Ralph Dills Act* (Chapter 10.3 [commencing with Section 3512] of Division 4, of Title 1 of the Government Code, and CUIA Section 14233).
- I. The Local Board assures that State employees who are located at the AJCC(s) shall remain under the supervision of their employing department for the purposes of performance evaluations and other matters concerning civil service rights and responsibilities. State employees performing services at the AJCC(s) shall retain existing civil service and collective bargaining protections on matters relating to employment, including, but not limited to, hiring, promotion, discipline, and grievance procedures.

- J. The Local Board assures that when work-related issues arise at the AJCC(s) between State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employee's civil service supervisor. The AJCC operators and partners shall cooperate in the investigation of the following matters: discrimination under the *California Fair Employment and Housing Act* (Part 2.8 [commencing with Section 12900] of Division 3, of Title 2 of the Government Code), threats and/or violence concerning State employees, and State employee misconduct.
- K. The Local Board assures that it will select the One-Stop Operator with the agreement of the CEO, through a competitive process, or with approval from the local elected official and the Governor's Office. (WIOA Section 121[d][2][A]). The AJCC Operator is responsible for administering AJCC services in accordance with roles that have been defined by the Local Board.

## SIGNATURE PAGE

### Instructions

The Local Board chairperson and local CEO must sign and date this form. Include the original signatures with the request.

By signing below, the local CEO and Local Board chair agree to abide by the Local Area assurances included in this document.

Local Workforce Development Board Chair

  
Signature

Joseph Flynn

Name

Board Chair

Title

3.10.17

Date

Chief Elected Official

  
Signature

Sam Liccardo

Name

Mayor of San Jose, Chief Elected Official

Title

3-17-17

Date

### 3.N. List of Comprehensive AJCC and AJCC Partners in the Local Area

Figure 3.VI: List of Partners Engaged with work2future and the WIOA Local and Regional Planning Process

Program	Partner Name	Target Populations & Services	Invited to Engage	Attended Stakeholder Meeting(s)
<b>Core Partners - Local Area</b>				
WIOA Title I: Adult and Dislocated Workers	work2future Foundation	Provide career exploration, employment and training services to eligible adults and dislocated workers	✓	✓
WIOA Title I: Youth	work2future Foundation	Work readiness training, resume writing, interviewing, job search, job placement, work experience, and job retention skills. Case management services and career and technical training are also available.	✓	✓
WIOA Title I: Youth	Eckerd Workforce Development			
WIOA Title III: Wagner-Peyser Act	California Employment Development Department	Job search and placement services, labor market information, self-services, employer informational services, and reemployment services and eligibility assessment (RESEA).	✓	✓
Vocational Rehabilitation	California Department of Rehabilitation	Serve individuals with disabilities in obtaining medical and psychological exams, employment supports, and training. Also assists individuals with disabilities in obtaining job readiness training and job search and placement assistance.	✓	✓
WIOA Title II: Adult Education and Literacy	Silicon Valley Metropolitan Education District	These providers offer online, group and individualized class instruction to assist participants with enhancing their future employment opportunities and personal	✓	✓
WIOA Title II: Adult Education and Literacy	Morgan Hill USD		✓	✓
WIOA Title II: Adult Education and Literacy	Campbell Union HSD		✓	✓



WIOA Title II: Adult Education and Literacy	East Side Union HSD	growth through Adult Basic Education (ABE), High School Equivalency test preparation, and English for Speakers of Other Languages (ESOL).	✓	✓
WIOA Title II: Adult Education and Literacy	Santa Clara County Public Library System		✓	✓
Temporary Assistance for Needy Families (TANF)	Santa Clara County Department of Social Services	Assist participants with eligibility determinations for public benefits, including food stamps, housing and medical. Also assist participants who are job-ready find employment	✓	✓
<b>Additional Partners – Local Area</b>				
<b>Program</b>	<b>Partner Name</b>	<b>Target Populations &amp; Services</b>	<b>Invited to Engage</b>	<b>Attended Stakeholder Meeting(s)</b>
Economic development	Silicon Valley Economic Development Alliance	An initiative of Joint Venture Silicon Valley to bring counties and cities of Silicon Valley together to achieve regional economic development goals and to meet business needs.		✓
Economic development	City of Morgan Hill Office of Economic Development	The economic development agency for the City of Morgan Hill, which seeks to increase economic development in the city.		
Economic development	City of San José Office of Economic Development	The economic development agency for the City of San José, which seeks to increase economic development in the city and houses the work2future Board staff.	✓	✓
Employer association or organization	Silicon Valley Leadership Group	SVLG is a public policy trade association that represents more than 400 of Silicon Valley's most respected		✓

		employers on issues related to economic health and quality of life in Silicon Valley.		
Employer association or organization	The Silicon Valley Organization	Formerly the Silicon Valley Chamber of Commerce, the SVO represents more than 1,400 businesses throughout the region.		
Employer or business leader	Jabil, Inc.	Jabil, Inc. is one of the world's leading global manufacturing and design services companies, specializing in electronics, manufacturing, aftermarket services, materials technology, tooling, design engineering, and supply chain management.	✓	✓
Employer or business leaders	Bentek	Bentek manufactures electro-mechanical and PV solar products for home, commercial and utility-scale markets.	✓	✓
Employer or business leaders	MASS Precision, Inc.	MASS Precision, Inc. is an electronic chassis, frames, machining, and electro-mechanical assembly manufacturer.	✓	✓
Employer or business leaders	Manex Consulting	Manex consulting is a consulting firm that specializes in working with manufacturers and their supply chains on distribution, lean manufacturing, OEM, and supply chain management.	✓	✓
Employer or business leaders	NEXTFLEX	Nextflex is a public-private partnership and manufacturing institute that fosters innovation in flexible hybrid electronics manufacturing.	✓	

Organized labor from a priority sector	South Bay Labor Council	The South Bay AFL-CIO represents 101 unions and more than 100,000 union members in Santa Clara and San Benito counties.	✓	
Organized labor from a priority sector	Santa Clara & San Benito Counties Building and Construction Trades Council	The Santa Clara & San Benito Counties Building and Construction Trades Council is affiliated with over 25 local unions in the building trades and construction industry in Santa Clara and San Benito Counties.	✓	
<b>Program</b>	<b>Partner Name</b>	<b>Target Populations &amp; Services</b>	<b>Invited to Engage</b>	<b>Attended Stakeholder Meeting(s)</b>
Trade Adjustment Assistance Program	California Employment Development Department	Provides Trade Readjustment Allowance, training, case management and job search and placement assistance to trade-certified workers.	✓	✓
Local Employment Representatives and Disabled Veterans' Outreach Program	California Employment Development Department	Veteran that meet hard-to-serve criteria can be assisted by a DVOP specialist to access job search and placement assistance, supportive services and training.	✓	✓
Post-Secondary Career and Technical Education (Perkins)	Foothill DeAnza Community College District	These colleges provide instruction and practical experience to enable individuals to enter the career of their choice. They also offer specialized career and technical training programs.	✓	✓
Post-Secondary Career and Technical Education (Perkins)	San José Evergreen Community College District		✓	✓
Community College	San José City College	Provide instruction and practical experience to enable individuals to enter the career of their choice, specialized career and technical training programs.	✓	✓
Community College	Gavilan College		✓	✓
Community College	Mission College		✓	✓
Community College	West Valley College		✓	✓
Community College	San José City College		✓	✓

Community-Service Block Grants	Center for Employment and Training	Provides financial assistance for eligible individuals to help them become employable, covering training costs (tuition, books, etc.), support services (car repairs, travel reimbursement, etc.), high school equivalency test fee, work clothing and/or supplies/tools. Many services and classes are conducted in Spanish.	✓	✓
Migrant and Seasonal Farmworker Program	Center for Employment and Training	This program is set-up for individual and their families who participate in farm-related and seasonal employment. Participants can be assessed and obtain job search and placement assistance, training to transition to a new field/occupation, supportive services. Many services and classes are conducted in Spanish.	✓	✓
Senior Community Services Employment Program	Sourcewise	This program is for older workers 55 years of age or older and provides paid work experience opportunities and other workplace supports, including employability skills training and supportive services.	✓	✓
<b>Program</b>	<b>Partner Name</b>	<b>Target Populations &amp; Services</b>	<b>Invited to Engage</b>	<b>Attended Stakeholder Meeting(s)</b>
Supplemental Nutrition Assistance Program (SNAP) Employment and Training Program	Santa Clara County Department of Social Services	This program provides employment and training services to SNAP participants who are determined to be fit to meet job search requirements.	✓	✓
Homeless Youth Service Provider	Bill Wilson Center	Bill Wilson Center serves homeless youth	✓	✓

Foster Youth Service Provider	Santa Clara County Social Services	The Foster Youth program in the Santa Clara County Department of Social Services works with foster youth to meet their needs.	✓	✓
Community based organization	Asian American Community Involvement	Offers health, recovery, advocacy, shelter, and community programs for the Santa Clara County Asian community	✓	✓
Community based organization	Vietnamese American Community Center	Housed in a work2future Youth Center, the VACC provides a place for the community to celebrate their culture and provide services to the community. Offering will include, ESL classes, basic skill classes, job development services, children programs and senior programs.	✓	✓

### 3.O. AJCC MOU Local Area Grant Recipient Listing

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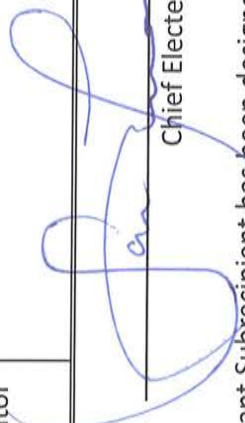


**STATE of CALIFORNIA**  
**LOCAL AREA GRANT RECIPIENT LISTING**  
 [WIOA Sections 107(d)(12)(B)(i)]

**Silicon Valley Workforce Investment Network**  
 (Name of Local Workforce Development Area)

ENTITY	ORGANIZATION	CONTACT (NAME/TITLE)	MAILING ADDRESS (STREET, CITY, ZIP)	TELEPHONE, FAX, E-MAIL
Grant Recipient (or Subrecipient if applicable)	Silicon Valley Workforce Investment Network	Jeff Ruster/Executive Director	5730 Chambertin Ave. San Jose, California 95118	408.535-8183
Fiscal Agent	City of San Jose	Joy Salandanan/Fiscal Manager	5730 Chambertin Drive, San Jose California 95118	408-794-1146
Local Area Administrator	Silicon Valley Workforce Investment Network	Monique Melchor/Director	5730 Chambertin Drive, San Jose California 95118	408-794-1108
Local Area Administrator Alternate				

Signature:



Chief Elected Official

Date

3-17-17

If a Local Grant Subrecipient has been designated, please submit a copy of the agreement between the Chief Elected Official and the Subrecipient. The agreement should delineate roles and responsibilities of each, including signature authority.

### 3.P. Local Workforce Development Board Bylaws

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# work2future Workforce Development Board By-Laws

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The WORK2FUTURE BOARD hereby creates these By-laws.

## **RECITALS**

- A. The State of California, pursuant to the Workforce Innovation and Opportunity Act (WIOA), hereinafter called the Act, has designated the San José Silicon Valley Workforce Development Area for the operation of employment and training programs at the local level, and provides funding thereto.
- B. State rules and regulations, promulgated pursuant to the federal Act, provide for program activities and require the Mayor of San José, acting as the local Chief Elected Official (CEO) for the San José Silicon Valley Workforce Development Area, to appoint a Workforce Development Board.

## **ARTICLE I: ORGANIZATION**

- 1.1 **Name:** The name of this body shall be WORK2FUTURE and shall be governed by the WORK2FUTURE Workforce Development Board of Directors, hereinafter referred to as WORK2FUTURE BOARD.
- 1.2 **Geographic Area:** The local area to be served by the WORK2FUTURE BOARD for purposes of the Workforce Innovation and Opportunity Act include the municipalities of San José, Campbell, Morgan Hill, Los Altos Hills, Gilroy, Los Gatos, Saratoga, and Monte Sereno, and the unincorporated areas of Santa Clara County, which has been designated as the San José Silicon Valley Workforce Development Area pursuant to the provisions of Section 106 of WIOA.

## **ARTICLE II: PURPOSES**

- 2.1 **Purpose:** WORK2FUTURE BOARD was formed for the following purposes:
  - A. As a strategic convener, promote and broker effective partnerships among businesses, educators, organizations and local elected officials, and develop a strategy to continuously improve and strengthen the workforce development system through innovation in, and alignment and improvement of, employment, training and education programs to promote economic growth.
  - B. Provide public policy guidance for, and exercise oversight with respect to, Workforce Investment Act (WIA) and WIOA activities within the workforce region, financed in whole or in part with funds from the U.S. Department of Labor, in partnership with the elected officials of the local workforce area.

# work2future Workforce Development Board Draft By-Laws

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## ARTICLE III: MEMBERSHIP

- 3.1 In accordance with the Act and the criteria established by the California Workforce Development Board, this section sets forth the membership and structure of the WORK2FUTURE BOARD. Board members are appointed by the Mayor of San Jose, acting as the local CEO, who shall confer voting privileges to all appointed members. Each WORK2FUTURE BOARD member shall have one vote, and such voting may not be done by proxy.
- 3.2 The City of San José's Office of Economic Development (OED), work2future Division ("work2future"), will notify the local CEO when vacancies occur and provide nominations for WORK2FUTURE BOARD membership for consideration to the CEO, who shall review the nominations and appoint members to the WORK2FUTURE BOARD.
- 3.3 The local CEO and work2future will ensure that the membership and appointment of the WORK2FUTURE BOARD will conform to the requirements of Section 107(b)(2) of the Act.
- 3.4 The term of membership for all WORK2FUTURE BOARD members shall be for four (4) years.
- 3.5 Term appointments shall be staggered to the extent possible to ensure that only a portion of the WORK2FUTURE BOARD membership expires in a given year.
- 3.6
  - A. Business representatives. A majority of the WORK2FUTURE BOARD membership shall be representatives of business in the local area. The business representatives shall: (i) include owners of businesses, chief executives or operating officers of businesses, or other business executives, including human resources executives, or employers with optimum policymaking or hiring authority within the entities they represent; (ii) represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the San José Silicon Valley Workforce Development Area; and (iii) be appointed from among individuals nominated by local business organizations and business trade associations.
  - B. *Workforce representatives/Labor organizations.* Not less than 20% of the WORK2FUTURE BOARD's membership shall be representatives of the workforce within the San José Silicon Valley Workforce Development Area. (i) California Unemployment Insurance Code Section 14202(b) requires that at least 15% of the WORK2FUTURE BOARD's membership shall be representatives of labor organizations nominated by local labor federations and (ii) shall include a member of a labor organization or a training director from a joint labor-management apprenticeship program, or if no such joint program exists in the

## work2future Workforce Development Board Draft By-Laws

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area, such a representative of an apprenticeship program in the area, if such a program exists; (iii) shall include representatives of community-based organizations, including organizations representing individuals with disabilities and veterans, and organizations that serve populations with barriers to employment, such as the economically disadvantaged, youth, farmworkers, homeless, and immigrants; (iv) may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

C. *Entities administering education and training activities.* WIOA and California Unemployment Insurance Code Section 14202(c) requires that the WORK2FUTURE BOARD's membership shall include representatives of governmental and economic and community development entities serving the local area, who (i) shall include a representative of economic and community development entities; (ii) shall include an appropriate representative from the California Employment Development Department; (iii) shall include an appropriate representative of programs carried out under title I of the Rehabilitation Act of 1973; and (iv) may include representatives of philanthropic organizations serving the local area.

D. *Other entities.*

3.7 The WORK2FUTURE BOARD shall be kept to the smallest number possible by having members represent more than one category such that the membership is still consistent with the membership requirements established by the Act, and as modified by any amendments, reauthorizations of the Act, and/or final rules, regulations and policy guidance letters.

A. WORK2FUTURE BOARD members are responsible for notifying the WORK2FUTURE BOARD upon change of status, which could lead to lack of representation as identified in these By-laws. Upon such notice, the WORK2FUTURE BOARD shall determine if the member may continue. Members whose status changes may remain on the WORK2FUTURE BOARD pending recruitment and replacement.

B. WORK2FUTURE BOARD members may resign upon written notice to the Secretary of the WORK2FUTURE BOARD.

C. An official membership list, attendance materials, records of the actions of the WORK2FUTURE BOARD, and a detailed statement on the composition, structure, membership, and nomination process for the WORK2FUTURE BOARD shall be maintained by the WORK2FUTURE BOARD.

D. WORK2FUTURE BOARD members may be removed for cause or because of absence. Cause shall be defined as determination by the WORK2FUTURE BOARD that the member is unsuitable to serve on the

## work2future Workforce Development Board Draft By-Laws

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WORK2FUTURE BOARD. Such a determination may be made based on a WORK2FUTURE BOARD member's violation of the Brown Act, the City's Code of Ethics for members of boards, committees and commissions, non-disclosure of a conflict of interest, or similar misconduct.

E. WORK2FUTURE BOARD members may be removed from membership on the WORK2FUTURE BOARD for cause if the member is absent from two (2) consecutive regular meetings of the WORK2FUTURE BOARD during their term of service.

F. Members may be removed for cause by a two-thirds vote of the full WORK2FUTURE BOARD members in attendance at any regular meeting providing that a quorum of the WORK2FUTURE BOARD is present.

### **ARTICLE IV: OFFICERS AND THEIR ELECTION**

#### **4.1 Chair**

A. The WORK2FUTURE BOARD shall elect one (1) member as Chairperson.

B. The term of office for the Chairperson shall be two (2) years.

C. The Chairperson shall be a business representative.

D. The Chairperson shall preside over all regular meetings and special meetings.

E. The Chairperson shall be an ex-officio member of all committees.

#### **4.2 Vice-Chair**

A. The WORK2FUTURE BOARD shall elect one (1) member as Vice-Chairperson.

B. The term of office for the Vice-Chair shall be two (2) years.

C. The Vice-Chair shall be a business representative.

D. In the absence of the Chair, the Vice-Chair shall act as Chair pro tem to serve as presiding officer of that meeting.

4.3 In the absence of the Chair and the Vice-Chair, the WORK2FUTURE BOARD shall, at the beginning of its meeting, designate by majority vote, a Chairperson pro tem to serve as presiding officer of that meeting. Such a Chairperson pro tem must be a business representative.



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- 4.4 The work2future Director shall serve as Secretary of the WORK2FUTURE BOARD.

### **ARTICLE V: MEETINGS AND QUORUMS**

- 5.1 The WORK2FUTURE BOARD shall meet not less than three (3) times annually. WORK2FUTURE BOARD members may participate in WORK2FUTURE BOARD or committee meetings through teleconferencing or videoconferencing, at the discretion of the Chair, to the extent such participation is allowable by state law and policy.
- 5.2 The WORK2FUTURE BOARD shall hold an annual organizational meeting in each fiscal year. The WORK2FUTURE BOARD shall, at its annual organizational meeting, adopt a schedule of meetings and post that schedule on its website ([www.work2future.biz](http://www.work2future.biz)) to inform its members, the CEO, the seven partnering municipalities, and the public.
- 5.3 The WORK2FUTURE BOARD Chair may call special meetings of the WORK2FUTURE BOARD.
- 5.4 All meetings of the WORK2FUTURE BOARD shall be conducted and notified in conformance with the Ralph M. Brown Act, California Government Code Section 54960, et. seq. as amended, and the City of San José's Consolidated Open Government and Ethics Resolution, as amended.
- 5.5 Information regarding meetings of the WORK2FUTURE BOARD will be available to WORK2FUTURE BOARD members and the public on work2future's website.
- 5.6 A simple quorum shall consist of fifty percent (50%), plus one (1), of the authorized WORK2FUTURE BOARD members present who must be present in person to effect a quorum. Authorized WORK2FUTURE BOARD members shall be defined as those members currently in office, exclusive of vacancies. A quorum of the WORK2FUTURE BOARD, once attained in meeting, shall be considered as retained throughout the meeting.
- 5.7 Action may be taken by a simple majority of those present and voting, provided that a quorum is present. When a quorum is established and less than ten (10) members remain, a minimum of six (6) votes to take action are required.
- 5.8 WORK2FUTURE BOARD meetings shall be governed by Robert's Rules of Order, Newly Revised, in all cases to which they are applicable and to the extent in which they are not inconsistent with, or in conflict with, these By-laws.

## ARTICLE VI: COMMITTEES

- 6.1 *Standing Committees.* Standing committees shall include other individuals appointed by the WORK2FUTURE BOARD who are not members of the WORK2FUTURE BOARD and who the WORK2FUTURE BOARD determines have appropriate experience and expertise. The WORK2FUTURE BOARD shall have four (4) standing committees:
- a. The Executive Committee
  - b. The Youth Committee
  - c. The Finance and Performance Committee
  - d. The Private Employer Business Council Committee
- 6.2 *Executive Committee Composition* - The Executive Committee shall be comprised of the WORK2FUTURE BOARD Chair, the WORK2FUTURE BOARD Vice-Chair, the chairs of the other three standing committees, a sufficient number of members elected at large to ensure that the committee has seven members, and the work2future Executive Director acting as a non-voting, ex officio member.
- 6.3 *Youth Committee*
- 6.4 *Youth Committee Composition* – The Youth Committee shall be comprised of all official WORK2FUTURE BOARD Youth Committee Members, plus WORK2FUTURE BOARD members appointed by the Chair, and may include private sector representatives and other representatives of community-based organizations who are not formal members of the WORK2FUTURE BOARD but who have a record of success in serving youth.
- 6.5 *Youth Committee Chair* – see section 6.10.
- 6.6 *Finance and Performance Committee* – The Finance and Performance Committee shall develop and track the budget, and oversee fiscal compliance and work2future's performance to Department of Labor goals.
- 6.7 *Finance and Performance Committee Composition* – The Finance and Performance Committee shall be comprised of interested WORK2FUTURE BOARD members, appointed by the Chair.
- 6.8 *Private Employer Business Council Committee* – California Unemployment Insurance Code Section 14200(c)(9)(C) requires that the WORK2FUTURE BOARD establish a business services committee that further develops and makes recommendations for the Business Service Plan to the WORK2FUTURE

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BOARD in an effort to increase employer involvement in the activities of the WORK2FUTURE BOARD. The WORK2FUTURE BOARD's Private Employer Business Council Committee was established in 2012 to meet the requirements of California Unemployment Insurance Code Section 14200(c)(9)(C).

- 6.9 Private Employer Business Council Committee Composition – The Private Employer Business Council Committee shall be comprised of business representative WORK2FUTURE BOARD members representing leading industries and employers, as well as those WORK2FUTURE BOARD members representing potential emerging sectors with significant potential to contribute to job growth.
- 6.10 Committee Chairs – The WORK2FUTURE BOARD Chair shall act as Chair of the Executive Committee, the WORK2FUTURE BOARD Vice Chair as Chair of the Executive Committee in his/her absence, and an Executive Committee Member elected by said committee shall act as Chair of the Executive Committee in the event the Chair and the Vice Chair are absent.
- 6.11 Chair Appointments - Each committee, except the Executive Committee, will choose its own chairs with the approval of the Board Chair. The Chair of the Youth Committee must be a full WORK2FUTURE BOARD member.
- 6.12 Ad Hoc Committees – The Chair may appoint ad hoc committees at his/her discretion. The creation of said committees shall be reported to the full Board.
- 6.13 Ad Hoc Committee Composition – Ad Hoc Committees may only have as voting members full members of the WORK2FUTURE BOARD. Non-WORK2FUTURE BOARD members may be asked to participate as non-voting members.
- 6.14 All Standing Committee meetings shall be subject to the provisions of the Ralph M. Brown Act and the City of San José's Consolidated Open Government and Ethics Resolution.
- 6.15 Information regarding meetings of Standing Committees will be made available to WORK2FUTURE BOARD members and the public on work2future's website.
- 6.16 All actions of the WORK2FUTURE BOARD Standing Committees are advisory to the WORK2FUTURE BOARD unless the WORK2FUTURE BOARD delegates the authority to act on behalf of the WORK2FUTURE BOARD.

### **ARTICLE VII: CONFLICT OF INTEREST**

- 7.1 No WORK2FUTURE BOARD member shall engage in any activity, including participation in the selection, award, or administration of a subgrant or contract supported by WORK2FUTURE BOARD funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the individual,

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member of the individual's immediate family, the individual's business partner or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm or organization selected for the award. The officers, employees, or agents of any agency making the award will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. WORK2FUTURE BOARD members shall not participate in financial matters before the WORK2FUTURE BOARD that pertain to organizations that they represent.

A member of a local board, or a member of a standing committee, may not vote on a matter under consideration by the local board regarding the provision of services by such member (or by an entity that such member represents); or that would provide direct financial benefit to such member or the immediate family of such member; or engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State plan.

Neither membership on the WORK2FUTURE BOARD, nor the receipt of Act funds to provide training and related services shall be construed, by themselves, to violate the provision of this section.

- 7.2 WORK2FUTURE BOARD members shall avoid organizational and operational conflict of interest, and they and their personnel, employees, or agents shall avoid personal conflict of interest and appearance of conflict of interest in awarding financial assistance, and in the conduct of procurement activities involving funds under the Act.
- 7.3 Members of the WORK2FUTURE BOARD shall comply with the intent of the California Administrative Code, title 2, section 18730 and any amendments duly adopted by the Fair Political Practices Commission.
- 7.4 WORK2FUTURE BOARD members are required to complete two hours of training in ethics principles and laws (AB1234 Ethics Training) every two years.

### **ARTICLE VIII: REQUIRED DISCLOSURES**

- 8.1 Prior to taking any action relating to an existing or potential work2future contract, a WORK2FUTURE BOARD member must disclose all communication between the WORK2FUTURE BOARD member and the interested contractor or contractor representative(s) regarding the action. The disclosure shall be made orally at the meeting, prior to the discussion of the action on the meeting agenda, and must identify the substance of the communication.
- 8.2 WORK2FUTURE BOARD members must file an annual Statement of Economic Interests (Form 700) by April 1 of each year, within 30 days of assuming office, and within 30 days of leaving office with the San José City Clerk.

### **ARTICLE IX: AMENDMENTS**

- 9.1 Amendments to these By-laws must be approved by a fifty percent plus one (50% + 1) affirmative vote of the full WORK2FUTURE BOARD membership, at any regular meeting of the WORK2FUTURE BOARD, provided, however, that the amendments proposed have been submitted in writing at the previous regular meeting or included in the call to the meeting. Amendments to the By-laws shall be reviewed and approved by Counsel prior to the WORK2FUTURE BOARD's consideration and approval. Amendments proposed to these By-laws must be received by the WORK2FUTURE BOARD membership no less than seven (-7-) working days prior to their consideration.

### **ARTICLE X: EFFECT**

- 10.1 These By-laws shall become effective immediately upon adoption by a majority vote of the WORK2FUTURE BOARD, and shall remain in effect, as amended per section 9.00 above, or until dissolution of the WORK2FUTURE BOARD.
- 10.2 In any conflict arising between the provision of the Act, applicable State law, or other implementing regulations, the legal provisions of law and regulations shall prevail, except as By-laws represent allowable discretion by the WORK2FUTURE BOARD in interpretation and implementation of law and regulation.

**Adopted by the WORK2FUTURE BOARD at its meeting on December 10, 2015.**

### 3.Q. Program Administration Designee and Plan Signatures

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**PROGRAM ADMINISTRATION DESIGNEE AND PLAN SIGNATURES**

This local plan represents the San Jose Silicon Valley Workforce Investment Network Board's efforts to maximize and coordinate resources available under Title I of the Workforce Innovation and Opportunity Act.

This local plan is submitted for the period of July 1, 2017 through June 30, 2021 in accordance with the provisions of the WIOA.

**Local Workforce Development Board Chair**  
\_\_\_\_\_  
Signature\_\_\_\_\_  
Joseph Flynn

Name

\_\_\_\_\_  
Board Chair

Title

\_\_\_\_\_  
3.10.17

Date

**Chief Elected Official**  
\_\_\_\_\_  
Signature\_\_\_\_\_  
Sam Liccardo

Name

\_\_\_\_\_  
Mayor of San Jose, Chief Elected Official

Title

\_\_\_\_\_  
3-17-17

Date



### **3.R. Public Comments Received that Disagree with the Regional and Local Plan**

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### 3.R. Local Plan Record of Comments

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#### Record of Comments

Section 108 of the *Workforce Innovation and Opportunity Act* requires the Local Planning Unit to publish the local plan for public comment. The Local Planning Unit should include with their local plan submittal, all comments that have been received that disagree with the local plan, how the Local Planning Unit considered that input and its impact on the narrative in the local plan.

Local Plan Section	Comment/Response
Section: 3.C Page: 12 From: Kids in Common on behalf of Opportunity Youth Partnership	Comment: The partnership between the Workforce Development Board, work2future, and a private 501c(3) nonprofit entity, work2future foundation is confusing and leaves little room for additional players to enter thus creating a marketplace for WIOA dollars and services that could lead to a more robust service environment capable of better achieving outcomes. At times the plan seems to conflate the private work of the work2future foundation with that of the work2future the workforce development board. Greater clarity as to what activities are being performed by who is important to better understand how the plan aims to achieve goals.
Section: 3.C Page: 12 From: Kids in Common on behalf of Opportunity Youth Partnership	<p>The draft plan, under section 3.C., subheading Supportive Services, seems to name less than effective practices in accessing supportive services for clients; without deeply meaningful supportive services much of the potential impact might be lost.</p> <p>We are concerned that using 211 is named as a practice for finding supportive service. We cannot believe that this is the best method case managers are able to employ. We know from our experience collaborating with many CBOs that many better methods exist, and that investments of time and energy to build deep partnerships will ultimately yield better results for clients. Santa Clara County's robust CBO community goes unleveraged when such practices are employed.</p>

	<p>Local Planning Unit Response: The local draft plan has been modified to include the following “work2future staff first seek services through 211 Santa Clara County, a program of United Way Bay Area (formerly United Way Silicon Valley) <b>and the work2future network of community based organizations and public sector partners</b>”. Furthermore, work2future will explore your comment further as part of its commitment to work collaboratively with local workforce investment partners, other stakeholders and the community to develop effective program strategies and a relevant service delivery model.</p>
<p>Section: 3.A, ii, item (1)</p> <p>Page: 3</p> <p>From: Kids in Common on behalf of Opportunity Youth Partnership</p>	<p>Comment: The draft plan, under section 3.A, ii, item (1) Enhanced employer engagement, bullet 1, San Jose Works and a focus on enhancing postsecondary educational opportunities is described. And 3.A., ii, item (2) Increased development of career pathways and sector strategies, bullet 2, notes the intent to better connect youth to career pathways.</p> <p>To-date we have not seen this implemented in a systematic way that ensures these investments yield longer term outcomes. San Jose Works seems to be focused on younger youth for whom a postsecondary pathway is naturally much farther away. Further, educational assessment and career exploration must be far more deeply embedded throughout the program to make this meaningful and lasting. It seems that leveraging San Jose Works against services targeting older youth and young adults might better facilitate outcomes in the postsecondary space. No concrete outcomes are specified.</p> <p>Local Planning Unit Response: The SJ Works youth program provides services to individuals aged 14-29 with the same eligibility requirements as under WIOA. In addition its focus it is now on providing career pathways, which include supporting out-of-school youth/older youth aged 18-24 who meet the WIOA eligibility criteria will be co-enrolled in the WIOA Youth Program to increase connectivity to career pathways and sector strategies. Additionally, work2future will explore your comment further as part of its commitment to work collaboratively with local workforce investment partners, other stakeholders and the community to develop effective program strategies and a relevant service delivery model.</p>

<p>Section: 3.A, ii, item (2)</p> <p>Page: 4</p> <p>From: Kids in Common on behalf of Opportunity Youth Partnership</p>	<p>Comment: The draft plan notes core partners many times, however it appears that this is interpreted to mainly mean government systems. This fails to include the robust network of CBOs that have well-developed skills in serving the disconnected youth and young adult populations, and credibility on-the-ground in the communities that produce high-levels of disconnected youth that WIOA dollars are intended to target.</p> <p>Local Planning Unit Response: The Local Plan is built on a foundation of partnerships and collaborations with many organizations. On Page 11 of the draft plan we have clarified the plan to read “we will strive to get additional work2future partners, <b>“including CBO’s.”</b> Additionally work2future will explore your comment further as part of its commitment to work collaboratively with local workforce investment partners, other stakeholders and the community to develop effective program strategies and a relevant service delivery model.</p>
<p>Section: 3.A, ii, item (1)</p> <p>Page: 3</p> <p>From: : Kids in Common on behalf of Opportunity Youth Partnership</p>	<p>Comment: The draft plan, under section 3.A, ii, item (1) Enhanced employer engagement, bullet 4 , describes a partnership “...with NextFlex, Silicon Valley Chamber, three local high school districts, a local community college, and a youth jobs program to serve hundreds of youth in work-based learning projects.”</p> <p>This does not seem to be aligned to WIOA priorities. This project involves much of the work of local school districts developed under the California Career Pathways Trust grant program. Though a valuable program in its own right, this highlight seems disconnected from WIOA’s focus on disconnected and out of school youth.</p> <p>Local Planning Unit Response: This item in the Local Plan highlights the expansion of work with employers on earn-and-learn models of training, both of which are WIOA priorities. The intent is to strengthen the braiding of multiple resources to extend the reach of WIOA funds, a priority of the State Unified Plan, thereby improving our ability to enhance earn-and-learn opportunities for out-of-school and disconnected youth, in addition to in-school youth served through non-WIOA resources. Nonetheless, work2future will explore your comment further.</p> <p>This program focuses in part as it tries to combine employers with the school system to put them on career pathways.</p>

General Recommendations	<p>Comment: In support of the above comments and critiques, Kids in Common submits the following recommendations. These recommendations might most simply be summarized:</p> <p>We encourage work2future to more deeply integrate with the Opportunity Youth Partnership, as the work is synergistic and the opportunities to leverage one another's are many. We recommend that the plan include language around partnership with local collective impact initiatives engaged in related, ongoing work with relevant partners.</p> <p>We encourage a sharp focus on deliberately and rapidly improving relations with the Opportunity Youth Partnership network of community-based organizations.</p> <p>Amongst the 23 communities in the Apsen Institute's Opportunity Youth Incentive Fund, workforce development board play a key role in the highest performing sites. Thus, San Jose/Santa Clara County is an outlier in this regard.</p>
General Recommendations (continued)	<ul style="list-style-type: none"> <li>• The EDD's 9.16.16 Directive includes a fair number of critical directions to engage with all relevant stakeholders, including the CBO community and relevant service providers.</li> </ul> <p>In this Directive under the Policy and Procedures, subsection State Plan Requirements Relevant to Regional Planning, subheading Required Regional Planning Partners, it is noted explicitly noted that additional regional partners be engaged: "....as well as community groups with experience representing and serving individuals with barriers to employment." It goes on to recommend specifically: "Regional planning efforts should involve a broader group of partners and efforts should be made to be inclusive, taking into consideration the characteristics, demographics, and nature of each region so as to ensure that relevant stakeholders have an opportunity to provide input to and feedback on the regional plan and the regional sector pathways emphasized by regional plan: Efforts should be made to involve CBOs that have experience serving or working with high-need and historically disadvantaged communities such as farm workers, ex-offenders, out of school and/or disconnected and foster youth, including former foster youth"</p>

<p>General Recommendations (continued)</p>	<p>We believe the network offers a tremendous value add that is currently going nearly un-leveraged by work2future. Our combined efforts can only serve to increase our combined impact in a mutually beneficial manner.</p> <p>We encourage intentional alignment of strategies with the OYP network of organizations.</p> <ul style="list-style-type: none"> <li>● This network includes 13 current partner organizations that utilize our shared measurement system. These partners have committed to the to the goals of the partnership, and to tracking their work against 10 key education-to-career and self-sufficiency indicators via formal contracts. An additional 5 entities partner closely, attending monthly meetings and working toward our pathways approach. The OYP is also engaged with key systems, to include, Santa Clara County's Social Service Agency, Probation Department, and Behavioral Health Department. Thus, engagement with OYP serves as a connection to 18 partners and critical county systems. Though work2future surely has such connections as defined through Board composition, these tactical partnerships have been built over 4 years of focused work on moving the needle on education-to-career pathways in pursuit of durable self-sufficiency for Opportunity Youth. <ul style="list-style-type: none"> <li>○ Combined, these 18 partners serve approximately 3,000 Opportunity Youth at any given moment. All of these young people fundamentally meet the definition of WIOA eligible. Thus, work2future WIOA youth services are encouraged to tap into this network of well-supported youth and young adults to leverage the investments of time, energy, and effort the OYP partners bring to bear.</li> </ul> </li> <li>● Leverage the ongoing work and investments of the OYP to align partner organizations to a pathways approach focused on post-secondary enrollment and completion. <ul style="list-style-type: none"> <li>○ As has been noted, via the OYP shared measurement system, and the combined work of the partnership since February 2013, we have been clearly focused on education-to-career pathways for Opportunity Youth. This focus is clearly aligned to the goal of work2future.</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>○ We have built a list of nearly 40 employers who have signed letters of agreement.</li> <li>○ We have supported pilot workforce training programs in certified nursing assistant, retail management, and information communication technology training, and delivered clients to fill these cohorts.</li> <li>○ We are currently at the front end of a contract with the Career Ladders Project that aims to bridge the gap between CBOs and community colleges that persists in Santa Clara County in order to improve postsecondary outcomes for Opportunity Youth in SCC by increase coordination between the colleges and young people’s key supportive services.</li> <li>○ We have been, and continue to be, engaged in the very work that work2future intends to concentrate on in this plan.</li> </ul>
	<p>Local Planning Unit Response: work2future will explore your comments further as part of its commitment to work collaboratively with local workforce investment partners, other stakeholders and the community to develop effective program strategies and a relevant service delivery model.</p>



## Appendix 3.1: Signed MOUs and Cooperative Agreements

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## 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 CITY OF SAN JOSE through the San José Silicon Valley Workforce Development Board (SJSVWDB) and the America's Job Center of California<sup>SM</sup> (AJCC) Partners to establish an agreement concerning the operations of the AJCC delivery system in the San José Silicon Valley Workforce Development Area. The purpose of the MOU is to establish a cooperative working relationship between the AJCC Partners and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

### **2. Background**

The America's Job Center of California<sup>SM</sup> (AJCC) is a collaboration of local, state, private, and public entities that provide comprehensive and innovative employment services and resources to meet the needs of the California workforce.

As part of the federal Workforce Innovation and Opportunity Act (WIOA) (formerly Workforce Investment Act (WIA)), a network of career centers was established throughout the country to enable individuals to find the help they need in the areas of job training, employment services, and other related support services, in one location. Over the last decade, these centers have assisted Californians manage their careers, and California employers in their search for skilled workers and in building their workforce.

To increase job seeker and employer awareness of workforce development resources available across the country, the U.S. Department of Labor Employment and Training Administration created a unifying brand to further define the system. Formerly named the One-Stop Career Center, the brand in California is now known as America's Job Center of California<sup>SM</sup>. See Attachment E, America's Job Center Branding Information, which is attached hereto and incorporated herein, for AJCC branding guidelines.

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, which includes the following:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians

## Workforce Innovation and Opportunity Act Memorandum of Understanding

- Align, coordinate, and integrate programs and services

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

The San José Silicon Valley Workforce Development Area (“Area”) includes the municipalities of San José, Campbell, Morgan Hill, Los Altos Hills, Gilroy, Los Gatos, Saratoga, and Monte Sereno, and the unincorporated areas of Santa Clara County.

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

**Our Mission:** is to develop a well-educated, well-trained and self-sufficient workforce that can compete in the changing global marketplace. Essential to our mission is the creation of a seamless, coordinated system of education, training and employment; supporting progress along a career pathway delivered through our AJCC.

**Our Vision:** is to be a successful and highly regarded workforce development system supporting enterprise and improving the quality of life by meeting and exceeding employment and workforce needs in Santa Clara County, will accomplish this by promoting economic prosperity, removing barriers to employment and achieving self-sufficiency of individuals and families by creating a workforce that is competitive in the global marketplace.

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

This MOU is entered into between the CITY OF SAN JOSE , through the San José Silicon Valley Workforce Development Board (SJSVWDB) and the Partners (“Partners”) named below, with agreement of the Chief Local Elected Official, the Mayor of the City of San José (hereafter, “CLEO”).

The term “Partners” consists of Required AJCC Partners and Additional Partners approved by the SJSVWDB.

## Workforce Innovation and Opportunity Act Memorandum of Understanding

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

<b>WIOA Required Program</b>	<b>Partner Agency</b>
WIOA Adult, Dislocated Worker and Youth	San José Silicon Valley Workforce Development Board
Adult Education and Literacy	Campbell Union High School District Metropolitan Education District East Side Union High School District Morgan Hill Unified High School District
Wagner Peyser	California Employment and Development Department
Rehabilitation Act	California Department of Rehabilitation
Job Corps	San José Job Corps
Migrant and Seasonal Farmworkers	Center for Employment and Training
Community Services Block Grant	Center for Employment and Training
Senior Community Services Employment Program	Sourcewise Community Resource Solutions
Post-Secondary Career and Technical Education	Foothill De Anza Community College District San José Evergreen Community College District
California Department of Social Services	The County of Santa Clara Social Services Agency

Additional Partners approved by the SJSVWDB and CLEO will be included in the service coordination portion of this MOU and will be excluded from the shared resources and costs portion.

### **5. 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, 2016 through June 30, 2019, unless otherwise terminated by agreement of all AJCC Partners or superseded. The MOU will be reviewed, to ensure it contains up to date information regarding funding, delivery of services, and changes in the signatory official of the San José Silicon Valley Workforce Development Board, CLEO, or AJCC Partner(s) at a minimum, every three years. In addition, this MOU must be reviewed and, if necessary, renegotiated after Local Workforce Board Development Plans and Regional Workforce Development Plans have been developed, to ensure the MOU is properly aligned with the local priorities

## Workforce Innovation and Opportunity Act Memorandum of Understanding

and strategies identified in both plans.

### **6. AJCC System Services**

The services required by WIOA to be provided by the Partners to this MOU are outlined in Attachment A, AJCC System Services, which is attached hereto and incorporated herein.

### **7. Responsibilities of Partners**

- A. WIOA Section 121(b) lists the roles and responsibilities of all required partners. For consistency, all Partners will assume the responsibilities identified below, unless inconsistent with the federal law and regulations that authorize the Partner program or as otherwise specified in this Article. Make career services provided under the Partner's program available to individuals through the Area's SJSVWDB delivery system in accordance with Attachment A of this MOU.
1. Participate in infrastructure cost-sharing activities as described in this MOU (Article 8) and use a portion of funds made available to each Partner's program, to the extent it is not inconsistent with the federal law that authorizes each partner program to create and maintain the SJSVWDB delivery system; and provide career services per WIOA Section 134(c) (2).
  2. Remain as a party to this MOU throughout the Agreement period identified in Article 5 in order to participate as a SJSVWDB Partner per WIOA Section 121(c).
  3. Participate in the operation of the SJSVWDB system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B(viii)).
  4. Required AJCC Partners must provide representation on the San José Silicon Valley Workforce Development Board per WIOA Section 121(b)(1). Additional Partners may participate on the San José Silicon Valley Workforce Development Board with the agreement of the SJSVWDB's

## Workforce Innovation and Opportunity Act Memorandum of Understanding

members and CLEO. However, when a program is administered by more than one entity in the Area, it is not necessary that every entity provide representation on the SJSVWDB; one entity may provide representation on the SJSVWDB for the program.

B. In addition to the roles and responsibilities required under WIOA as identified in Section A of this Article, Partner responsibilities include:

1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 U.S.C. § 4215.
2. Comply with WIOA and all federal, state, and local laws, regulations, rules, policies and plans applicable to parties in their respective roles under this MOU and as consistent with the rules that govern each Partner's respective program. Each Partner expressly agrees to notify the SJSVWDB of any changes to the rules governing its respective program that impact the Partner's performance under this MOU. SJSVWDB will communicate the changes to the SJSVWDB operators and any other affected Partners.
3. Each Partner must ensure compliance by its staff members who work in the SJSVWDB with SJSVWDB policies and procedures. Should a conflict exist between the SJSVWDB's personnel policies and a Partner's personnel policies, the Partner's policies will prevail.

### **8. Funding of Services and Operating Costs**

All Required Partners to this MOU agree to share in the operating costs of the AJCC system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by Required Partners through a separately negotiated cost sharing agreement.

. AJCC Partners agree to negotiate and implement a final cost sharing plan by December 31, 2017.

### **9. Methods for Referring Customers**

## Workforce Innovation and Opportunity Act Memorandum of Understanding

Partners will refer customers through an inter-Partner and inter-agency referral process, as required by WIOA, and described in Attachment B, AJCC System Services Referral Agreement, which is attached hereto and incorporated herein.

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

The SJSVWDB AJCC, work2future, located at 1601 Foxworthy Avenue in San José, California is the primary physical location and access point for residents in the Area. Other service locations include:

North San José Job Center  
1901 Zanker Road, San José, CA 95134

Gilroy Job Center  
379 Tomkins Ct., Gilroy, CA 95020

Morgan Hill Satellite Job Center  
17666 Crest Avenue, Morgan Hill, CA 95037

work2future Youth Training Job Center  
2072 Lucretia Avenue, San José, CA 95122

The SJSVWDB AJCC, work2future, is 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 with WIOA adult funds.

The AJCC will ensure access for all individuals that qualify as an “individual with a barrier to employment”. The term means, an individual, of one or more of the following populations: (See Attachment C, WIOA Adult Eligibility Definitions, which is attached hereto and incorporated herein, for definitions).

- Displaced homemakers
- Low-income individuals
- Individuals on Temporary Assistance for Needy Families (TANF)
- Indians, Alaska Natives, and Native Hawaiians, defined in section 166 in WIOA Law
- Individuals with disabilities, including youth
- Older individuals
- Ex-offenders
- Homeless individuals, defined in section 41403(6) in the Violence



## Workforce Innovation and Opportunity Act Memorandum of Understanding

Against Women Act of 1994, or homeless children and youths, 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 farmworkers
- Individuals within 2 years of exhausting lifetime eligibility under Part A of title IV of the Social Security Act
- Single parents, including pregnant women
- Long-term unemployed individuals
- Such other groups as the Governor determines to have barriers to employment

SJSVWDB AJCC Partners shall ensure that their policies, procedures, programs, and services are in compliance with the Americans with Disabilities Act of 1990, and its amendments, in order to provide equal access to all customers with disabilities.

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

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

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

## Workforce Innovation and Opportunity Act Memorandum of Understanding

### **12. Confidentiality**

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 Partners to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose, use, permit, or 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.
- 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. Partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes upon the written permission from a participant outlined in Attachment D, Client Authorization(s) Form, which is attached hereto and incorporated herein.
- Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other Partners.

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

Partner 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 including HIV/AIDS, mental disability, medical condition(s), age, sexual orientation or marital status, actual or perceived gender identity, creed, family status, or political affiliation/belief.

## Workforce Innovation and Opportunity Act Memorandum of Understanding

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

### **14. Grievances and Complaints Procedure**

The SJSVWDB AJCC, work2future, has established and will maintain a procedure for grievance and complaints as outlined in WIOA and described in Attachment F, Grievance and Complaint Notice Operational Directive, which is attached hereto and incorporated herein. The process for handling grievances and complaints will be applicable to customers when utilizing WIOA funded programs or services. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The SJSVWDB AJCC, work2future, further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

Partners to this MOU who have established grievance and complaint processes pertinent solely to their own programs and funds will continue to use those processes when a complaint is being filed only with a Partner agency and not about the SJSVWDB AJCC at large or to WIOA-funded programs. Partners to this MOU will share information about how, where, and to whom to file complaints targeted for non-WIOA funded Partners of the SJSVWDB AJCC.

### **15. American's with Disabilities Act and Amendments Compliance**

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

### **16. Modifications and Revisions**

This MOU constitutes the entire agreement between the Partners and the SJSVWDB. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, only by the issuance of a written amendment, signed and dated by the parties.

### **17. Termination**

## Workforce Innovation and Opportunity Act Memorandum of Understanding

The 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 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 this MOU, said entity shall notify the other Partners and the SJSVWDB, in writing, thirty (30) calendar days in advance of the effective termination date. Notice of termination shall be given to all parties at the addresses provided in this MOU, and to the signatory(s). The termination of one or more Partner's participation as a party will not result in a termination of this Memorandum of Understanding.

### **18. Termination for Cause**

The SJSVWDB may terminate an MOU with a Partner for cause, and it may proceed with the work required under an affected provision in any manner deemed effective by the SJSVWDB.

### **19. Administrative and Operations Management**

#### *a. Supervision/Day to Day Operations*

The day-to-day supervision of staff assigned to the SJSVWDB AJCCs will be the responsibility of the site coordinator(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer. The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.

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

In the event of an employee discipline issue, the applicable Partner will be called immediately to help resolve the issue.

#### *b. Dispute Resolution*

The parties expressly agree to participate in good faith negotiations in accordance with 20 C.F.R. Section 662.310(b). The parties agree to communicate openly and directly to resolve policy, practice, disputes or other problems at the lowest level of intervention possible, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be

## Workforce Innovation and Opportunity Act Memorandum of Understanding

referred to the management staff of the respective staff employer and the operator, for discussion and resolution. Parties shall continue with the responsibilities under the MOU during any dispute. Disputes shall be resolved in a timely manner. If not able to resolve at these lower levels, disputed issues shall be submitted in writing to the SJSVWDB for a written decision. If this decision is not accepted by the disputing parties, then the parties may, within thirty (30) days, appeal in writing to the SJSVWDB Executive Committee. The SJSVWDB Executive Committee shall attempt to resolve the dispute in a mutually satisfactory manner.

### *c. Press Releases and Communications*

The pertinent Partners shall have the option to be included in any communication with the press, television, radio or any other form of media when a Partner's specific duties or performance under this MOU is addressed. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other Partners, in all communications, each party shall make reference to the AJCC as a single system and only call out individual Partners as appropriate to the topic or issue being covered.

The Partners agree to utilize the AJCC logo developed by the State of California and the San José Silicon Valley Workforce Development Board on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, any written correspondence and fax transmittals. See Attachment E for branding guidelines.

## **20. Hold Harmless/Indemnification/Liability**

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 and the City of San José/SJSVWDB, which cannot provide for indemnification of court costs and attorney's fees, 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.

## **21. Counterparts**

This Memorandum of Understanding may be signed in counterparts, each of which shall be deemed an original but all of which together shall

Workforce Innovation and Opportunity Act  
Memorandum of Understanding

constitute one and the same Memorandum of Understanding. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Memorandum of Understanding.

[Signature page follows]



Workforce Innovation and Opportunity Act  
Memorandum of Understanding

**22. Signatures**

In WITNESS THEREOF, the parties to this MOU execute this agreement.

**APPROVED AS TO FORM:**

**CITY OF SAN JOSÉ, a municipal corporation**

Dated: 6/29/16  
By: Neelam Naidu  
Neelam Naidu  
City of San José  
Deputy City Attorney

Dated: 7/6/16

By: [Signature]  
Sam Liccardo, Mayor of San José  
Chief Local Elected Official for the San José  
Silicon Valley Workforce Area  
200 East Santa Clara Street  
San José, CA 95113

Dated: 7/6/16

By: [Signature]  
Julie Edmonds-Mares, Deputy City Manager  
City of San José  
200 East Santa Clara Street  
San José, CA 95113

**San Jose Silicon Valley Workforce  
Development Board**

Dated: 6/28/2016

By: [Signature]  
San José Silicon Valley Workforce  
Development Board  
Joseph Flynn, Chair  
5730 Chambertin Drive  
San José, CA 95118



Workforce Innovation and Opportunity Act  
Memorandum of Understanding

**Title 1-Adult, Dislocated Worker Youth**

Dated: 9-21-16

By: [Signature]  
San José Silicon Valley Workforce Development  
Board  
Jeff Ruster, Executive Director  
5730 Chambertin Drive  
San José, CA 95118

**Vocation Rehabilitation**

Dated: 6-24-2016

By: [Signature]  
California Department of Rehabilitation  
Donna Hezel, District Administrator  
100 Paseo de San Antonio, Room 324  
San José, CA 95113-1479

**Wagner Peyser/UI**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
California Employment Development Department  
Workforce Services Branch  
Rick Deraiche, Deputy Division Chief  
PO BOX 826880 MIC 50  
Sacramento, CA 94280-0001

**Senior Community Services Employment Program**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sourcewise Community Resource Solutions  
Steve Schmoll – Chief Executive Officer (CEO)  
2115 The Alameda  
San José, CA 95126

**Job Corps**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San José Job Corps Center  
Leslie Gilroy, Center Director  
3485 East Hills Drive  
San José, CA 95127

Workforce Innovation and Opportunity Act  
Memorandum of Understanding

**Title 1-Adult, Dislocated Worker Youth**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San José Silicon Valley Workforce Development  
Board  
Jeff Ruster, Executive Director  
5730 Chamberlin Drive  
San José, CA 95118

**Vocation Rehabilitation**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
California Department of Rehabilitation  
Donna Hezel, District Administrator  
100 Paseo de San Antonio, Room 324  
San José, CA 95113-1479

**Wagner Peyser/UI**

Dated: 6/24/16

By: Rick Deraiche  
California Employment Development Department  
Workforce Services Branch  
Rick Deraiche, Deputy Division Chief  
PO BOX 826880 MIC 50  
Sacramento, CA 94280-0001

**Senior Community Services Employment Program**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sourcewise Community Resource Solutions  
Steve Schmoll – Chief Executive Officer (CEO)  
2115 The Alameda  
San José, CA 95126

**Job Corps**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San José Job Corps Center  
Leslie Gilroy, Center Director  
3485 East Hills Drive  
San José, CA 95127

Workforce Innovation and Opportunity Act  
Memorandum of Understanding

**Title 1-Adult, Dislocated Worker Youth**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San José Silicon Valley Workforce Development  
Board  
Jeff Ruster, Executive Director  
5730 Chambertin Drive  
San José, CA 95118

**Vocation Rehabilitation**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
California Department of Rehabilitation  
Donna Hezel, District Administrator  
100 Paseo de San Antonio, Room 324  
San José, CA 95113-1479

**Wagner Peyser/UI**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
California Employment Development Department  
Workforce Services Branch  
Rick Deraiche, Deputy Division Chief  
PO BOX 826880 MIC 50  
Sacramento, CA 94280-0001

**Senior Community Services Employment Program**

Dated: 6/24/10

By: Steve Schmoll  
Sourcewise Community Resource Solutions  
Steve Schmoll – Chief Executive Officer (CEO)  
2115 The Alameda  
San José, CA 95126

**Job Corps**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San José Job Corps Center  
Leslie Gilroy, Center Director  
3485 East Hills Drive  
San José, CA 95127

Workforce Innovation and Opportunity Act  
Memorandum of Understanding

**Title 1-Adult, Dislocated Worker Youth**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San José Silicon Valley Workforce Development  
Board  
Jeff Ruster, Executive Director  
5730 Chambertin Drive  
San José, CA 95118

**Vocation Rehabilitation**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
California Department of Rehabilitation  
Donna Hezel, District Administrator  
100 Paseo de San Antonio, Room 324  
San José, CA 95113-1479

**Wagner Peyser/UI**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
California Employment Development Department  
Workforce Services Branch  
Rick Deraiche, Deputy Division Chief  
PO BOX 826880 MIC 50  
Sacramento, CA 94280-0001

**Senior Community Services Employment Program**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sourcewise Community Resource Solutions  
Steve Schmoll – Chief Executive Officer (CEO)  
2115 The Alameda  
San José, CA 95126

Job Corps  
Dated: 6/24/16

By:   
San José Job Corps Center  
Leslie Gilroy, Center Director  
3485 East Hills Drive  
San José, CA 95127



Workforce Innovation and Opportunity Act  
Memorandum of Understanding

**Migrant Seasonal Farmworkers/  
Community Action**

Dated: 6/28/16

By: Hermelinda Sapien  
Center for Employment and Training  
Hermelinda Sapien, President/CEO  
701 Vine Street  
San José, CA 95110

Workforce Innovations and Opportunity Act  
Memorandum of Understanding

**Job Corp**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San José Job Corps Center  
Leslie Gilroy, Center Director  
3485 East Hills Drive  
San José, CA 95127

**Migrant Seasonal Farmworkers/  
Community Action**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Center for Employment and Training  
Hermalinda Sapien, President/CEO  
701 Vine Street  
San José, CA 95110

**Unemployment Insurance**

Dated: 6/24/16

By: Victoria Huynh  
California Employment Development Department  
Unemployment Insurance Branch  
Victoria Huynh, Employment Development  
Administrator  
PO BOX 826880 UIPCD, MIC40  
Sacramento, CA 94280-0001

Workforce Innovations and Opportunity Act  
Memorandum of Understanding

**Title 1**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San José Silicon Valley Workforce  
Development Board  
Jeff Ruster, Executive Director  
5730 Chambertin Drive  
San José, CA 95118

**Career Technical Education**

Dated: 9/13/2016

By: K. J. McElroy  
Foothill Deanza Community College District  
Kevin McElroy, Vice Chancellor, Business Services  
Foothill College  
12345 El Monte Road  
Los Altos Hills, CA 94022

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San José Evergreen Community College District  
Doug Smith, Vice Chancellor, Admin. Services  
40 South Market Street  
San José, CA 95113

**Adult Education/Literacy**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Metropolitan Education District  
Alyssa Lynch, Superintendent  
760 Hillsdale Ave  
San José, CA 95136

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Campbell Adult and Community Education  
Brett McFadden, Chief Business Officer  
Campbell Union High School District  
1224 Del Mar Ave.  
San José, CA 95128



Workforce Innovations and Opportunity Act  
Memorandum of Understanding

**Title 1**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San José Silicon Valley Workforce  
Development Board  
Jeff Ruster, Executive Director  
5730 Chambertin Drive  
San José, CA 95118

**Career Technical Education**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Foothill Deanza Community College District  
Kevin McElroy, Vice Chancellor, Business Services  
Foothill College  
12345 El Monte Road  
Los Altos Hills, CA 94022

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San José Evergreen Community College District  
Doug Smith, Vice Chancellor, Admin. Services  
40 South Market Street  
San José, CA 95113

**Adult Education/Literacy**

Dated: \_\_\_\_\_

By: Alyssa Lynch  
Metropolitan Education District  
Alyssa Lynch, Superintendent  
760 Hillsdale Ave  
San José, CA 95136



Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Campbell Adult and Community Education  
Brett McFadden, Chief Business Officer  
Campbell Union High School District  
1224 Del Mar Ave.  
San José, CA 95128

Workforce Innovations and Opportunity Act  
Memorandum of Understanding

**Title 1**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San José Silicon Valley Workforce  
Development Board  
Jeff Ruster, Executive Director  
5730 Chambertin Drive  
San José, CA 95118

**Career Technical Education**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Foothill Deanza Community College District  
Kevin McElroy, Vice Chancellor, Business Services  
Foothill College  
12345 El Monte Road  
Los Altos Hills, CA 94022

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San José Evergreen Community College District  
Doug Smith, Vice Chancellor, Admin. Services  
40 South Market Street  
San José, CA 95113

**Adult Education/Literacy**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Metropolitan Education District  
Alyssa Lynch, Superintendent  
760 Hillsdale Ave  
San José, CA 95136

Dated: 8/1/16


By: Ron Wheelahan  
Campbell Adult and Community Education  
~~Brett McFadden~~, Chief Business Officer, INTERIM  
Campbell Union High School District  
1224 Del Mar Ave.  
San José, CA 95128

Workforce Innovations and Opportunity Act  
Memorandum of Understanding

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
East Side Union High School District Adult Education  
Chris Funk, Superintendent  
830 North Capitol Avenue  
San José, CA 95133

Dated: 8/3/16

By:   
Morgan Hill Unified School District  
Steve Betando, Superintendent  
15600 Concord Circle  
Morgan Hill, CA 95037

Workforce Innovations and Opportunity Act  
Memorandum of Understanding

Dated: 8/24/13

By: [Signature]  
East Side Union High School District Adult Education  
Chris Funk, Superintendent  
830 North Capitol Avenue  
San José, CA 95133

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Morgan Hill Community Adult School  
Steve Betando, Superintendent  
15600 Concord Circle  
Morgan Hill, CA 95037

Workforce Innovation and Opportunity Act  
Memorandum of Understanding

San José, CA 95128

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
East Side Union High School District Adult Education  
Chris Funk, Superintendent  
830 North Capitol Avenue  
San José, CA 95133

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Morgan Hill Unified School District  
Steve Betando, Superintendent  
15600 Concord Circle  
Morgan Hill, CA 95037

Dated: 8/2/16

By: Burton Craig  
Santa Clara County Library District  
Burton Craig, Chair, Santa Clara County Library  
District Joint Powers Authority  
1370 Dell Ave  
Campbell, CA 95008

## **AJCC SYSTEM SERVICES**

The following Partners will be providing the following services to potential participants.

**1. Partner: San Jose Silicon Valley Workforce Development Board (SJSVWDB)**

**Services:**

WIOA TITLE 1B ADULT, DISLOCATED WORKER, AND YOUTH SERVICES

**Career Services:**

- Outreach, intake and orientation
- Initial assessment
- Labor exchange services
- Eligibility for services
- Referrals to programs
- Performance and cost information
- Information on unemployment insurance
- Financial aid information
- Follow-up services

Additionally, SJSVWDB AJCC and Partners must provide appropriate services for individuals to obtain or retain employment.

These services include, but are not limited to:

- Individual Employment Plan (IEP)
- Career planning and counseling
- Comprehensive assessment
- Short-term prevocational services
- Internship and work experience including transitional jobs and industry partnerships
- Workforce preparation
- Out-of-area job search
- English language acquisition
- Financial literacy

**Referral Process:**

- All customers referred for services (via the Required Partners) will receive a written referral form with the name, address, and telephone number of the Partner organization receiving the customer referral. A copy of the referral form will be given to the customer and to the referring organization (via fax or email). This also could be an online form.
- The organization receiving the referral will make a good faith effort to contact the customer within three (3)



## Attachment A

business days of the date on the referral form.

- The receiving organization will schedule an appointment with the customer within 10 business days of the date on the referral form and confirm such with the referring organization.
- Referrals do not imply automatic eligibility; the result of the referral is dependent on eligibility determination by each Partner based on their unique program guidelines and fund availability.

### 2. **Partners:** Metropolitan Education District, Morgan Hill Unified High School District, Campbell Union High School District, East Side Union High School District.

#### **Services:**

##### ADULT EDUCATION

- Adult Education (AE) provides basic skills upgrades and works with individuals to help meet their educational and career goals. Classes are provided to enhance future employment opportunities and personal growth through Adult Basic Education (ABE), High School Equivalency test preparation for those who have not completed high school, and English for Speakers of Other Languages (ESOL).
- For those who did not finish high school, there are free classes at the adult education centers to prepare for the High School Equivalency Test. Instructors will help individuals prepare for continuing their education or improve their career possibilities.

#### **Referral Process:**

- Individuals needing Adult Education services will be referred to the appropriate local center contact person.
- AE refers participants to various agencies based on intake interviews and as requests are made or barriers to success present themselves.

### 3. **Partner:** Job Corps

#### **Services:**

##### JOB CORPS

- Job Corps assists individuals ages 16 through 24 in launching their careers. Assistance with earning a high



## Attachment A

school diploma or equivalency is provided if needed. Job Corps provides training, mentoring, tutoring and job placement assistance.

### **Referral Process:**

- Job Corps brochures are available at the SJSVWDB AJCC and affiliate offices. Interested individuals can call or enroll online. Job Corps staff meets with potential participants at the SJSVWDB AJCC as needed.

## 4. Partner: Department Of Rehabilitation

### **Services:**

#### VOCATIONAL REHABILITATION

- 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, not covered by comparable benefits).
- 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.
- Temporary assistance with transportation, while participating in the VR program.
- Evaluation, training, and placement services.

### **Referral Process:**

- Contact the VR counselor in person, by phone, by email, or by AJCC standard referral process. Provide the individual's name, address, phone number, and known or

Attachment A

suspected disabling condition, subject to the applicable confidentiality restrictions or provisions. 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 seen by the co-located VR counselor for AJCC orientation. The VR counselor will make arrangements for a specialty counselor if necessary.

**5. Partner: CA Employment Development Department (EDD)**

**Services:**

- a. WIOA TITLE III STATE WORKFORCE SERVICES (Wagner-Peyser, Unemployment Insurance, Labor Market Information, Veterans and Trade Adjustment Assistance Programs)
- 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;

## Attachment A

- Initiation of job development activities;
- 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.
  - Youth Employment Opportunity Program (YEOP) access; Case management for eligible youth participants.
  - Experience Unlimited program chapter (ProMatch).
  - Migrant Seasonal Farm Worker Program
  - Outreach and Education on services available
  - H-2A Temporary Agriculture Program
  - 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.

### b. UNEMPLOYMENT INSURANCE (UI) SERVICES:

#### i. 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 (3) business days upon receipt.

**ii. UI Claim Filing Assistance and Information**

The WIOA outlines the 10th 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 Frequently Asked Questions (FAQs).

The SJSVWDB 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 SJSVWDB AJCC staff can direct the customer to the Program Service Provider (PSP) line.

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

**c. 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 determination requests sent to UI for CTB eligibility received from the local areas.

**d. 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, Raid Response Presentations, Lay Off Aversion (e.g. workshare)

**e. Rapid Response**

Participate in the planning of rapid response activities.

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

Provide information on the following EDD programs and services at orientation:

- Work Share Program,
- Partial Program,
- TAA/TRA,
- UI services, and CTB.

NOTE: UI resources determined by event.

**f. Reemployment Services and Eligibility Assessment (RESEA), Personalized Job Search Assistance (PJSA), and Initial Assistance Workshop (IAW) Workshops**

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

Committed to collaborating with the local areas to establish one reemployment workshop that includes all core components for IAW, 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 re-employment workshops.

**g. Work Share**

Committed to providing lay off aversion information to Employers.

**h. Migrant Seasonal Farm Workers**

Committed to continued collaboration to provide specialized UI claim filing services in specific locations for migrant and seasonal farmworkers.

**i. Veteran's Services**

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

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- Career Counseling regarding employment and potential barriers to employment.
- Staff assistance:
  - 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.

**j. 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 LMI products & data
- Occupational Guides/Profiles
- Wage data
- Skills information & 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 information website
- LMI training for WIOA partners
- Training through various mediums

**k. Employer Information Services, which may include the following:**

- Assistance with CalJOBS 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;

## Attachment A

- 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;

### **I. 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 preparing invoicing;
- Case management for eligible participants throughout training period;
- Employment services

### **Referral Process:**

- If EDD services are not available at an AJCC job center, 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.



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**6. Partners:** Foothill DeAnza Community College District (FDCCD); San Jose Evergreen Community College District (SJECCD)

**Services:**

POST SECONDARY CAREER AND TECHNICAL EDUCATION (Perkins)

- FDCCD/SJECCD provides instruction and practical experience to enable individuals to enter the career of their choice. FDCCD/SJECCD offers full-time, part-time, and online programs.
- FDCCD/SJECCD agrees to provide information regarding programs offered, success rates, cost information, sources of financial assistance, transportation, and other services.

**Referral Process:**

- FDCCD/SJECCD agrees to refer customers to the AJCC and/or affiliate center for appropriate services via electronic communication or referral.
- AJCC Partners will provide information regarding performance, courses offered, costs, and other information to potential customers of AJCC. Further assistance may be provided to FDCCD/SJECCD students by programs within the AJCC when appropriate.

**7. Partner:** Center for Employment and Training

**Services:**

COMMUNITY ASSISTANCE PROGRAM

- Eligibility determination for Community Service Block Grant (CSBG)
- CSBG provides financial assistance for eligible individuals to help them become employable. Assistance may include: training costs (tuition, books, etc.), support services (car repairs, travel reimbursement, etc.), high school equivalency test fee, work clothing and/or supplies/tools

**Referral Process:**

- Low income individuals needing assistance will be referred to CSBG staff.
- CSBG staff will refer participants to WIOA and other partner programs in the AJCC when appropriate.

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8. **Partner: Center for Employment and Training**

**Services:**

MIGRANT AND SEASONAL FARMWORKERS (MSFW)

**Services and Referral Process**

- Assisting participants to attain industry-recognized credentials.
- Supportive services for participants in Career Services and Training.
- Coordination and referrals among Partners.
- Collaboration with WIOA Title II providers and community colleges for adult education and training.
- Coordination with California State Migrant and Seasonal Farmworker Program.
- Identifying “Individuals with barriers to employment” including “eligible MSFWs” [proposed 20 C.F.R. § 680.320(b)].
- Farmworker youth services, ages 14 – 24, including career services, training, life skills, etc. [WIOA Section 129].

9. **Partner: Sourcewise Community Resource Solutions**

**Services:**

SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

- The SCSEP will provide eligibility determination for work experience, medical exams, etc. paid for through funding from the Senior Service America, Inc. Work experience will consist of twenty (20) hours per week of paid wages at public or private non-profit work sites from twelve months to forty-eight months. The SCSEP will provide some private for profit work experience with employers who commit to permanently employ individuals after training.
- Employability skills training and placement assistance will be provided through the program, and SCSEP participants are given preference when appropriate AJCC job openings become available.

**Referral Process:**

- Referrals to the SCSEP will be solicited from other agencies, listings with CalJOBS<sup>SM</sup> and Public Service Announcements through various local media. Pre-applications will be taken by phone. Vacant slots are filled by taking the next in line applicant and through developing the appropriate host

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agency worksite.

- Individuals who apply for the SCSEP will be referred to AJCC partners for training services, labor market information, adult education, transportation, public housing, and any other service available through the local community. Brochures promoting SCSEP services will be made available to other local agency offices to assist in recruitment. In absence of an SCSEP representative, information will be made available to applicants to allow for pre-application by phone and possible enrollment.

## **AJCC SYSTEM SERVICES REFERRAL AGREEMENT**

The parties and Partners encompassed in the San Jose Silicon Valley Workforce Development Board (SJSVWDB) America's Job Center of California (AJCC) System acknowledge the requirement for referrals and possible co-enrollment of clients between partnering agencies. They recognize referrals may be indicated at any point or stage of service during a client's use of the AJCC 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 to SJSVWDB a summary of one-stop 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, bullet-pointing each service followed by a brief description of the service. Any eligibility requirements to a specific program or service are to also be provided in the reference to assist Partner staff in making correct referrals based on need and an understanding of basic eligibility. These program descriptions will be compiled by SJSVWDB into a desk reference for the staff of the AJCC and Partners. Through the initial orientation, customers will also be informed about the Partner agencies and services that are available.

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

Staff involved in direct client services from each agency will be provided the aforementioned desk reference and cross-trained in the programs and services as outlined therein. They will further be trained with the foremost indicators of need that would trigger a referral and when and how to make a referral to the indicated agency or service.

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

Partners of the AJCC 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 of System clients. Such announcements can be forwarded to the Senior Office Assistant at the AJCC as a single point of contact. AJCC staff will post flyers and handouts as appropriate; and will forward information via mass email to partner staff and/or place on the AJCC website as requested.

### **Service Request Referral Process**

Because the different Partners of this Memorandum of Understanding use several unique databases or other systems of client 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 to complete the application for services and offering to make the call on behalf of the customer to the Partner agency to schedule an appointment. The use of shared technology to facilitate the referral will also be explored.

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### WIOA Adult Eligibility Definitions (18 or older)

Individuals must meet General Eligibility, which consists of Citizenship or Eligible to Work, Age, and Selective Service Registration.

**Citizenship or Eligible to Work** – participation in programs and activities financially assisted in whole or part under WIOA shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States (applies to all programs under Title I). (WIOA § 188(a)(5))

**Selective Service Registrant** – the WDBs shall ensure that each individual participating in any program established under WIOA, or receiving any assistance or benefit under WIOA, has not violated Section 3 of the Military Selective Service Act (MSSA) (50 U.S.C. § 3802) by not presenting or submitting to registration as required pursuant to such section. (WIOA § 189(h))

**NOTE: Males born on or after January 1, 1960 must register with the selective service system within 30 days after their 18<sup>th</sup> birthday or at least before they reach the age of 26.** (50 U.S.C. § 3802)

Procedures are outlined in Training and Employment Guidance Letter No. 11-11, Change 2, dated May 16, 2012.

**Adult** – the term adult means an individual who is age 18 or older. (WIOA § 3(2))

**Definitions:** These definitions are from WIOA § 3, as may be amended.

- (1) ADULT—the term “adult” means an individual who is age 18 or older.
- (2) BASIC SKILLS DEFICIENT—The term “basic skills deficient” means, with respect to an individual—
  - (A) who is a youth, that the individual has English reading, writing, or computing skills at or below the 8<sup>th</sup> grade level on a generally accepted standardized test; or
  - (B) who is a youth or adult, that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual’s family, or in society.
- (3) DISPLACED HOMEMAKER—the term “displaced homemaker” means an individual who has been providing unpaid services to family members in the home and who—
  - (A)(i) has been dependent on the income of another family member but is no longer supported by that income; or
  - (ii) is the dependent spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code) and whose family income is significantly reduced because of a deployment (as defined in section

- 991(b) of title 10, United States Code, or pursuant to paragraph (4) of such section), a call or order to active duty pursuant to a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code, a permanent change of station, or the service-connected (as defined in section 101(16) of title 38, United States Code) death or disability of the member; and
- (B) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.
- (4) **ENGLISH LANGUAGE LEARNER**—When used with respect to an eligible individual, ‘English Language Learner’ means an eligible individual who has limited ability in reading, writing, speaking, or comprehending the English language, and—
- (A) whose native language is a language other than English; or
- (B) who lives in a family or community environment where a language other than English is the dominant language.
- (5) **INDIVIDUAL WITH A BARRIER TO EMPLOYMENT**—the term “individual with a barrier to employment” means a member of 1 or more of the following populations:
- (A) Displaced homemakers.
- (B) Low-income individuals.
- (C) Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166.
- (D) Individuals with disabilities, including youth who are individuals with disabilities.
- (E) Older individuals.
- (F) Ex-offenders.
- (G) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), or homeless children and youths (as H. R. 803—10) defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))).
- (H) Youth who are in or have aged out of the foster care system.
- (I) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
- (J) Eligible migrant and seasonal farmworkers, as defined in section 167(i).
- (K) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.).
- (L) Single parents (including single pregnant women).
- (M) Long-term unemployed individuals.
- (N) Such other groups as the Governor involved determines to have barriers to employment.
- (6) **INDIVIDUAL WITH A DISABILITY**—
- (A) **IN GENERAL**.—the term “individual with a disability” means an individual with a disability as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. §12102).
- (7) **INDIVIDUALS WITH DISABILITIES**—the term “individuals with disabilities” means more than 1 individual with a disability.
- (8) **LOW-INCOME INDIVIDUAL**—
- (A) **IN GENERAL**.—the term “low-income individual” means an individual who—
- (i) receives, or in the past 6 months has received, or is a member of a

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family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7

U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;

(ii) is in a family with total family income that does not exceed the higher of—

(i) the poverty line; or

(ii) 70 percent of the lower living standard income level;

(iii) is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));

(iv) receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.) **(does not apply to Adults)**;

(v) is a foster child on behalf of whom State or local government payments are made; or

(vi) is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.

(9) OFFENDER—the term “offender” means an adult or juvenile—

(A) who is or has been subject to any stage of the criminal justice process, and for whom services under this Act may be beneficial; or

(B) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

(10) OLDER INDIVIDUAL—the term “older individual” means an individual age 55 or older.

(11) PUBLIC ASSISTANCE—the term “public assistance” means Federal, State, or local government cash payments for which eligibility is determined by a needs or income test.

(12) UNDEREMPLOYED INDIVIDUAL - may include:

- Individuals employed less than full-time who are seeking full-time employment;
- Individuals who are employed in a position that is inadequate with respect to their skills and training;
- Individuals who are employed who meet the definition of low-income definition in WIOA sec. 3(36); and
- Individuals who are employed, but whose current job’s earnings are not sufficient compared to their previous job’s earnings from their previous employment, per State and/or local policy.

(13) UNEMPLOYED INDIVIDUAL.—the term “unemployed individual” means an



individual who is without a job and who wants and is available for work. The determination of whether an individual is without a job, for purposes of this paragraph, shall be made in accordance with the criteria used by the Bureau of Labor Statistics of the Department of Labor in defining individuals as unemployed.

(14) VETERAN; RELATED DEFINITION—

(A) VETERAN—the term “veteran” has the meaning given the term in section 101 of title 38, United States Code.

(B) RECENTLY SEPARATED VETERAN—The term “recently separated veteran” means any veteran who applies for participation under this Act within 48 months after the discharge or release from active military, naval, or air service.

## CLIENT AUTHORIZATION(S) FORM

I (Print Name), \_\_\_\_\_ by initialing and signing below do authorize work2future and the Employment Development Department (EDD) for the following:

**INFORMATION RELEASE** - WIOA-*Public Law 113-128* I, do authorize the work2future staff to discuss my employment history, skills, abilities, training process and general employment and training information with employers, On-the-Job Training employers, training school staff, work2future AJCC partners and other persons involved in my training and/or job search. This authorization also gives consent to work2future to access and receive copies of official school records (i.e. official transcripts) if applicable. Upon employment, I also give my consent to authorize work2future staff to verify my employment status with my new employer.

This agreement is valid for Three (3) years following the date of signature unless revoked earlier in writing.

**NEPOTISM** - WIOA Proposed 20 C.F.R. Section 683.200(g) Is a member of your immediate family (spouse, parent, child, brother, sister-in-law, uncle, aunt, nephew, niece, first cousin, stepchild) an elected city or county official or an employee of a city, county or WIA funded organization?

Yes \_\_\_\_ No \_\_\_\_

If, Yes, what is his/her name, title, organization and relationship to you?

\_\_\_\_\_

**INFORMATION FOR PROGRAM PARTICIPANTS: California Unemployment Insurance Code, Section 14013 (i)(2).** You may

decide whether or not to provide your Social Security Account Number: It is voluntary. The authority for solicitation of your Social Security Account Number is from the California Unemployment Insurance Code Section 14013 (i)(2). If you choose to provide your number, these are the ways it may be used by our office or the state of California:

- Studies and evaluation of the training and employment programs in which you may participate
- Getting information for future program and budget planning
- Checking for possible participation by you in other state federal programs
- Studying long-term effects on all participants in this program
- Finding ways to make this program more effective
- Sharing information with other employment and training programs.

I have been informed of the ways my Social Security Account Number will be used and that I have made a voluntary decision to provide it or not to provide it.

Signature: \_\_\_\_\_ Social Security Number: \_\_\_\_\_



A proud partner of "America's Job Center of California<sup>SM</sup>" network.

## America's Job Center Branding Information

### **America's Job Center Network**

The Department of Labor Employment & Training Administration announced the America's Job Center network, a unifying name and brand that identifies virtual and in-person publicly-funded workforce development services as part of a single network. In order to increase jobseeker and employer awareness of workforce development resources available across the country, the Department of Labor Employment and Training Administration (ETA) strongly encourages states and local workforce development areas to implement the America's Job Center brand in accordance with state plans.

### ***America's Job Center of California<sup>SM</sup> (AJCC) Co-Branding***

The California Workforce Investment Board (CWIB) identified One-Stop Career Centers as America's Job Centers, and improving partnerships with grantees and other workforce services, is designed to make it easier for workers and businesses to find and access the help and services the workforce system provides in their communities, whether it is provided by states, local areas, or competitive grantees.

The CWIB recognized that many of the One-Stop Career Centers have established reputations and names within the community. While each Partner within the network offers a unique set of services, the One-Stop system is the integration of these services to better serve the customer. The inclusion of the America's Job Center of California<sup>SM</sup> logo and slogan on all public materials is a co-branding effort that allows each Partner to have products and services associated with the statewide and nationwide effort without losing their individual identities.

### **POLICY AND PROCEDURES:**

The use of publications and advertisements will be key to the establishment of a brand identity for the ***San Jose Silicon Valley Workforce Development Board System (work2future), a partner of America's Job Center of California***, as well as marketing the goods and services that will carry the brand. In both branding and marketing, it is important to have a consistent and uniform presentation of the identity in order for it to be remembered and positively associated by our customers.

The purpose of this guide is to provide guidelines and assist One-Stop operators and Partners with the use of the ***work2future*** name and logo and co-branding with ***America's Job Center of California<sup>SM</sup>***. The guidelines have been developed to ensure a visual consistency to branded products, thereby reinforcing and strengthening the identification made with the work2future a partner of America's Job Center of California network. The success of this branding effort depends on all Partners working together to promote a

cohesive presentation by all Partners and employees.

## **work2future One-Stop System Co-Branding Guidelines**

### **Introduction**

The federal Workforce Investment Act (WIA), replaced by the Workforce Innovation and Opportunity Act (WIOA), was enacted to create centers throughout the state that enable residents to find the help they need in the areas of job training, employment services, and other related support services in one location. Over the last decade, the centers have helped Californians manage their careers and have assisted California employers in their search for skilled workers.

These centers have built reputations and defined their purpose through the experiences of their customers. However, these same customers are not necessarily aware of services outside one particular center. According to a recent survey of residents and businesses, most Californians are not aware of the One-Stop Career Centers and/or the services available through the system.

Currently, names for One-Stop Career Centers vary from state to state or even from town to town, and online federal, state and local tools are spread across many websites with different names. Job seekers may not realize that these resources are available to connect them to training and other workforce development supports. To increase job seeker and employer awareness of workforce development resources available across the country, the Department of Labor Employment and Training Administration (ETA) created a unifying brand to further define the system or organizational identity.

### **What is an Organizational Identity?**

An organizational identity is the personification or the defined character of an organization. It defines who an organization is and what they do. An organizational identity is visually depicted by branding the goods, services, and products as provided to both internal and external customers.

According to the American Marketing Association (AMA), a brand is a “name, term, sign, symbol, a design, or a combination of them intended to identify the goods and services of one seller or group of sellers and to differentiate them from those of other sellers.” It is also your customers’ perception of your product and service. In the case of government services, it is our responsibility to have a strong brand to enable our customers to access the services available to them.

An effective brand will:

- Deliver the message clearly.
- Confirm your credibility.
- Connect your target prospects emotionally.
- Motivate the user of your services.

## **The One-Stop Brand**

The One-Stop brand in California is:

### ***America's Job Center of California***

## **The Organization/System Defined**

Identifying One-Stop Career Centers as America's Job Centers, and improving partnerships with grantees and other workforce services, is designed to make it easier for workers and businesses to find and access the help and services the workforce system provides in their communities, whether it's provided by states, local areas, or competitive grantees.

The CWIB recognizes that many of the One-Stop Career Centers have established reputations and names within the community. While each Partner within the network offers a unique set of services, the One-Stop system is the integration of these services to better serve the customer. The inclusion of the America's Job Center of California logo and slogan on all public materials is a co-branding effort that allows each Partner to have products and services associated with the statewide and nationwide effort without losing their individual identities.

The use of publications and advertisements will be key to the establishment of a brand identity for the America's Job Center of California system as well as marketing the goods and services that will carry the brand. In both branding and marketing, it is important to have a consistent and uniform presentation of the identity in order for it to be remembered and positively associated by our customers.

The purpose of this guide is to provide guidelines and assist you with the use of the America's Job Center of California name and logo. The guidelines have been developed to ensure a visual consistency to branded products, thereby reinforcing and strengthening the identification made with the America's Job Center of California network. The success of this branding effort depends on all partners working together to promote a cohesive presentation by all employees.

If you have questions that are not answered in this guide, or about the America's Job Center organizational identity or branding initiative itself, please contact:

Monique Melchor  
work2future  
5730 Chambertin Drive  
San Jose CA 95118  
[monique.melchor@sanjoseca.gov](mailto:monique.melchor@sanjoseca.gov)  
408.794.1108

## About the America's Job Center<sup>SM</sup>

### Mission

The America's Job Center of California<sup>SM</sup> (AJCC) network links all state and local workforce services and resources across the state and country. The AJCC partners in California are the Employment Development Department, the California Workforce Investment Board, and 49 Workforce Investment Boards that administer the more than 200 One-Stop Centers statewide.

### The America's Job Center of California Vision

In order to achieve sustainable economic growth, meet the demands of global competition in the changing economy, and improve the quality of life for Californians, the state shall have a collaborative, inclusive and flexible workforce development system that fully engages the public and private sectors, integrates education and workforce preparation, and offers Californians lifelong opportunities to maximize their employment potential.

### Position/Slogan

*Building bridges to employment.*

### Values

The America's Job Center of California network has embraced the following core values to ensure Californians receive premier and quality employment services.

**Customer Service** – We will be responsive to our customers' needs and provide quality service.

**Accountability** – We are committed to the people of California and stand behind the services we provide.

**Diversity** – We listen to, respect, and are considerate of all viewpoints and perspectives.

**Professionalism** – We conduct business with integrity, fairness, and efficiency.

### Goals

The following are the America's Job Center of California network's three strategic goals:

#### Goal 1

Meet the workforce needs of high demand sectors of the state and regional economies, by providing quality training, employment services, and business resources to California's workforce system with integrity, accountability, and fiscal responsibility.

#### Goal 2

Ensure the services and resources throughout the network meet the needs of an evolving economic climate.

#### Goal 3

Strengthen awareness of network services and resources to California's workforce by supporting system alignment and continuous improvement efforts.

## The Brand

The America's Job Center of California<sup>SM</sup> (AJCC) name and logo are trademarks of the State of California. The name, acronym, and the logo may only be used in accordance with these guidelines and with permission. The guidelines contained in this document must be followed when using the AJCC brand. Members of the network do have the authority to set stricter guidelines. Additional guidelines may be developed through consultation with approved AJCC partners and other stakeholder groups.

As of the release of this document, a request has been filed with the Secretary of State to service mark the America's Job Center of California, AJCC acronym, and logo. Beginning July 2013,, each use of the marks must indicate its status as a mark by including the service mark symbol (<sup>SM</sup>) for services. If the mark(s) appear numerous times in a printed matter such as a brochure, the service mark notice should follow the mark at least once in each piece of the printed material, usually the first time the mark appears on the page.

The California Workforce Investment Board (CWIB) oversees proper use of the America's Job Center of California name, AJCC acronym, and AJCC logo. This includes monitoring the use of the marks in the marketplace, and directly contacting those organizations that are using them improperly or without authorization. Consequences of misusing the marks may include the revocation of permission to use the marks. If a member of the network observes a misuse, or a possible use of the mark without authorization, please report it to the SJSVWDB AJCC at 408.794.1100.

### Use of the Name

It is important for all One-Stop Partners to be familiar with the new brand identity and use the name properly. For all written communication, "America's Job Center of California" should be spelled out when first referenced in a document followed by the abbreviation. After the first reference, use the abbreviation throughout the remainder of the document as a substitute for the full name.

America's Job Center of California<sup>SM</sup> (AJCC)

### Use of the Logo

To effectively promote the America's Job Center of California network, we must consistently reinforce and strengthen the brand identity. The logo represents the network and is a visually significant part of the overall branding strategy. A familiar brand can easily identify a product, inspire consumer confidence, and communicate value. These guidelines will outline how, when, and in what graphical format the logo should be used.



## 1. General Rules of Use

- No adaptations or changes of the logo are allowed.
- The logo may be resized but you must maintain the original proportions when doing so. However, the logo may be no smaller than one inch (1") in length.
- The logo may be reproduced in color, black and white, or reverse black and white, as outlined below.
- The logo may not be integrated into another graphical element or logo.

## 2. Color

Color is an important part of the brand to maintain consistency and promote recognition amongst customers. The logo consists of two colors and may not be altered:

The PMS-286 Blue

100% Cyan, 66% Magenta, 0% Yellow, 2% Black

The PMS-485 Red

0% Cyan, 95% Magenta, 100% Yellow, 0% Black

## 3. Sizing and Spacing

The logo may be resized but you must maintain the original proportions when doing so. However, the logo may be no smaller than one inch (1") in length.

A clear zone equivalent to one eighth of an inch (1/8") must surround the logo on all sides except where the tagline appears immediately adjacent to the logo.

## 4. Configurations

- Standard Logo Configuration:

The standard configuration should be used wherever possible. Use the PMS colors 286 (blue) and 485 (red) as outlined above or the process color equivalents.



Filename:  
AJCC\_Logo.jpg

Optional usage of logo when printing requirements call for an alternative:

- Black and White Configuration:

When printing the logo in black, you may print the entire logo in 100% black



Filename: AJCC\_LogoB&W.jpeg

- Black and White Screened Configuration:



Filename: AJCC\_LogoB&WScreen.jpeg

When printing on a dark background, the logo must be printed in white.

- Reverse Black and White Configuration:



Filename: AJCC\_LogoReverseB&W.jpeg

## Co-Branding

Many of the local areas and individual entities have already established their own brand identity. **This effort does not require those pre-existing brands to be abandoned in order to adopt the America's Job Center of California<sup>SM</sup> brand.** Instead, it is expected that the AJCC logo be used in conjunction with the logo or mark of another entity.

When the America's Job Center of California logo is used in a co-branding situation, the logo must print at least one-third the size (or larger) than the other logo used, but

never smaller than one inch (1") minimum size required by the guidelines.

Another option is to use the slogan or tagline in conjunction with the local brand logo. For example:



*A proud partner of America's Job Center of California<sup>SM</sup> network.*

This can maximize the value of being a member of the network.

The tagline to be used is:

**work2future** *A proud partner of America's Job Center of California<sup>SM</sup> network*

The slogan, which is to be printed in Arial typeface, shall appear immediately adjacent to the logo and can be proportional to the size of the logo; however, in no case shall the text be smaller than 8 points. It is also permissible to use the slogan "A proud partner of America's Job Center of California<sup>SM</sup> network." without the logo.

Branding materials should only be updated to include the co-branding when reordering to replenish materials such as business cards, letterhead or when developing new advertisements such as fliers, billboards, newspaper and radio advertisement.

To: All work2future providers of services  
From: Christopher Donnelly, Director  
Effective Date: July 1, 2015  
Reference: Workforce Innovation Opportunity Act  
SUBJECT: GRIEVANCE AND COMPLAINT NOTICE



## OPERATIONAL DIRECTIVE

work2future Workforce Development Board  
5730 Chamberlin Dr. San Jose, CA 95118  
408-794-1200

work2future provides program services and/or training made possible by the Workforce Innovation and Opportunity Act. The work2future workforce development board (WDB) staff, its partner staff, its contractors, and any person or agency receiving funding from work2future must comply with the procedures and reporting requirements of this Directive. All providers of services must establish, document, and implement procedures as specified in this Directive. Persons filing a complaint (complainants) shall be free from restraint, coercion, reprisal, or discrimination; both state and federal law prohibit retaliation against a complainant.

If you would like to file a complaint, please see the receptionist at the front desk to receive a copy of the Grievance and Complaint Policies and Procedures and all relevant forms. All necessary information to contact the Customer Relations Manager will be made available. The Customer Relations Manager will provide technical assistance to the complainant regarding how to file or amend the complaint and will, additionally, provide clarifications and interpretations of relevant provisions.

The filing of the complaint with the work2future WDB shall be considered as a request for a hearing. If you file a complaint, work2future will attempt to resolve the complaint informally. A copy of the complaint shall be sent to the individual(s), as applicable, and both parties notified of the opportunity for an informal resolution. When the complaint has been resolved through the informal resolution process, the work2future WDB shall attempt to contact the complainant and have him or her provide a written withdrawal of the complaint within 10 days of the receipt of the notice of resolution or impasse where a complainant decides not to proceed to an administrative hearing. The work2future WDB shall maintain copies of the correspondence. If this informal process does not resolve the complaint, you will have the right to be heard by an impartial Hearing Officer.

The following principles and rules apply to all grievances and complaints (except Discrimination and Equal Opportunity complaints):

1. Hearings on any grievance or complaint shall be conducted within 30 days of filing and decisions shall be made no later than 60 days after filing.
2. The complainant and the respondent must be notified in writing of the hearing 10 days prior to the date of the hearing.
3. All complaints must be made in writing within 1 year of the alleged occurrence.
4. Complainants have the right to withdraw their complaints (in writing) at any time before the hearing. A complaint can be amended to correct technical deficiencies but not to add issues.
5. Complainants can be represented, at their expense, by a person(s) of their choice at all levels of the complaint process.
6. Complainants must exhaust work2future WDB level hearing procedures before appealing to the State except where the State determines that the work2future WDB procedures do not comply with State Procedures.

At each step of the complaint process, the participant must be notified in writing of the next procedural step. WIOA participants who do not receive a written decision within 60 days of filing their complaint or who received an unsatisfactory decision may file a complaint with:

Employment Development Department (EDD)  
Attn: Compliance Review Division, MIC-22M  
P.O. Box 826880 Sacramento, CA 94280-0001

**A participant has the right to request a State Hearing within 10 days of the date of the decision. The State Review will be limited to violations of WIOA, implementing WIOA regulations or this grant agreement. The review shall be limited to the record established at the Local Workforce Development Area hearing.**

My signature below certifies that I have read and understand the official grievance and complaint procedure for WIOA programs administered by work2future; if requested, I have received a copy of the referenced EDD Grievance and Complaint Procedures Directive.

Participant's Printed Name: \_\_\_\_\_ Badge/Application #: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Workforce Innovations and Opportunity Act  
Memorandum of Understanding

**1. Preamble/Purpose of MOU**

The Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-128) requires that a Memorandum of Understanding (MOU) be developed and executed between the local Workforce Development Board and members of the America's Job Center of California<sup>SM</sup> system (henceforth AJCC), as defined below, to establish an agreement concerning the operations of the AJCC delivery system.

The purpose of this MOU is to establish a cooperative working relationship between San Jose Silicon Valley Workforce Development Board (henceforth SJSVWDB) one of two local Workforce Development Boards and the County of Santa Clara Social Services Agency (henceforth SSA), a member of the AJCC system, and to define their respective roles and responsibilities in achieving the policy objectives.

**2. Background**

The AJCC is a collaboration of local, state, private, and public entities that provide comprehensive and innovative employment services and resources to meet the needs of the California workforce.

As part of the federal Workforce Investment Act (WIA), a network of career centers was established throughout the country to enable individuals to find the help they need in the areas of job training, employment services, and other related support services, in one location. Over the last decade, these centers have assisted Californians manage their careers, and California employers in their search for skilled workers and in building their workforce.

To increase job seeker and employer awareness of workforce development resources available across the country, the U.S. Department of Labor Employment and Training Administration created a unifying brand to further define the system. Formerly named the One-Stop Career Center, the brand in California is now known as: America's Job Center of California<sup>SM</sup>.

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, which includes the following:

## Workforce Innovations and Opportunity Act Memorandum of Understanding

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

These objectives will be accomplished by ensuring access to high-quality AJCC that provide the full range of services available in the community 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.

### 3. Local/Regional Vision Statement, Mission Statement and Goals

**AJCC Mission:** is to develop a well-educated, well-trained and self-sufficient workforce that can compete in the changing global marketplace. Essential to our mission is the creation of a seamless, coordinated system of education, training and employment; supporting progress along a career pathway delivered through the AJCC.

**AJCC Vision:** is to be a successful and highly regarded workforce development system supporting enterprise and improving the quality of life by meeting and exceeding employment and workforce needs in Santa Clara County and we will accomplish this by promoting economic prosperity, removing barriers to employment and achieving self-sufficiency of individuals and families by creating a workforce that is competitive in the global marketplace.

### 4. AJCC Partners to the MOU

This MOU is entered into between the SJSVWDB and SSA, with agreement of the Chief Local Elected Official, the Mayor, City of San José.

### 5. 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, 2016 through June 30, 2019, unless otherwise terminated by agreement of all parties or superseded.

### 6. Responsibilities of AJCC Partners

Workforce Innovations and Opportunity Act  
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SSA Responsibility

- Participate in joint planning meetings,
- Refer customers who are seeking employment services to SJSVWDB services,
- Assess customers referred by SJSVWDB regarding eligibility for public benefits,
- Provide training for SJSVWDB and AJCC partners about benefit programs, services and application methods, and
- When available, participate in applicable SJSVWDB and other AJCC partners trainings.

SJSVWDB Responsibility

- Lead and Participate joint planning meetings,
- Provide employment related services to customers referred by SSA,
- Provide training on SJSVWDB services,
- Participate in SSA led trainings about benefit programs, services and application methods, and
- Assist customers who may be eligible for benefit programs, including CalWORKs, CalFresh and Medi-Cal, by providing information and support for customers applying for benefits.

**7. Services and Leveraging of Resources**

SJSVWDB and SSA will leverage resources to maintain consistent delivery of services. SJSVWDB will identify data collection methodology with the aim to develop a baseline of service delivery and resource usage to be evaluated by December 31, 2017.

SSA will provide the non-exclusive use to designated SJSVWDB staff of County property located at 379 Tomkins Court, Gilroy, CA, as set forth in Exhibit 1, "Non-exclusive Use of County Property," attached and incorporated by this reference.

**8. Access for Individuals with Barriers to Employment**

SJSVWDB primary physical location and access point for residents in the Service Area is 1601 Foxworthy Ave, San José, California. Other service locations include:

North San José Job Center  
1901 Zanker Road, San José, CA 95134



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Gilroy Job Center  
379 Tomkins Court, Gilroy, CA 95020

Morgan Hill Satellite Job Center  
17666 Crest Avenue, Morgan Hill, CA 95037

Work2future Youth Training Job Center  
2072 Lucretia Avenue, San José, CA 95122

The SJSVWDB is 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 with WIOA adult funds.

The AJCC system will ensure access for 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
- TANF recipients
- Indians, Alaska Natives, and Native Hawaiians, defined in section 166 in WIOA Law
- Individuals with disabilities, including youth
- Older individuals
- Ex-offenders
- Homeless individuals, defined in section 41403(6) in the Violence Against Women Act of 1994, or homeless children and youths, 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
- Individuals within 2 years of exhausting lifetime eligibility under Part A of title IV of the Social Security Act
- Single parents, including pregnant women
- Long-term unemployed individuals
- Such other groups as the Governor involved determines to have barriers to

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employment

**9. 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, SJSVWDB and SSA agree 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.
- Commit to share information to the extent permitted under applicable laws and regulations.
- Maintain all customer records (e.g., applications, eligibility and referral records, or any other individual records) related to services provided under this MOU in confidence, and use them solely as permitted by law.

**10. Confidentiality**

SJSVWDB and SSA agree to comply with applicable laws and regulations.

All applications and records concerning any individual receiving services pursuant to this MOU are confidential and are not open to examination unless permitted by law. No person may publish, disclose, use, or permit or cause to be published or disclosed any confidential information pertaining to services, except as provided by law.

**11. Non-Discrimination and Equal Opportunity**

- a. SJSVWDB and SSA shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102.
- b. During the performance of this MOU, SJSVWDB and SSA must not unlawfully

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discriminate, harass or allow harassment, against any employee or applicant for employment because of:

- a. Age (40 and above),
  - b. Ancestry,
  - c. Color,
  - d. Disability (Mental and Physical) including HIV and AIDS,
  - e. Ethnic Group Identification,
  - f. Family and Medical Care Leave,
  - g. Marital Status,
  - h. Medical Condition (cancer/genetic characteristics),
  - i. National Origin,
  - j. Pregnancy Disability Leave,
  - k. Political Belief,
  - l. Race,
  - m. Reasonable Accommodation,
  - n. Religious Creed,
  - o. Sex/Gender, or
  - p. Sexual Orientation.
- c. SJSVWDB and SSA ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- d. SJSVWDB and SSA comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulation promulgated hereunder (California Code Regulations, Title 2, Section 7285.0 et seq). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a) – (f), are incorporated into this MOU by reference as made a part hereof as if set forth in full (California Code Regulations, Title 2, Section 7285.0 et seq).
- e. SJSVWDB and SSA will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- f. SJSVWDB and SSA must include the non-discrimination and compliance provisions of this clause in all sub-contracts to perform work under this MOU.

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- g. SJSVWDB and SSA ensures that services provided under this MOU are nondiscriminatory and that no person is denied services or subjected to discrimination under any program or activity because of:
- a. Disability (Mental and Physical), including HIV and AIDS,
  - b. Ethnic Group Identification,
  - c. Marital Status,
  - d. Medical Condition (cancer, genetic characteristics)
  - e. National Origin
  - f. Political Belief,
  - g. Reasonable Accommodation,
  - h. Religious Creed,
  - i. Sex/Gender, or
  - j. Sexual Orientation

**12. Grievances and Complaints Notice**

SSA and SJSVWDB agree to utilize their respective offices to support the efforts of the other to deliver services. Both organizations agree to cooperate to resolve any disputes.

The parties acknowledge that issues may arise that require resolution between the parties. Both organizations agree to meet and confer to resolve such issues. Either party may notify the other party upon a 48-hour telephone notice or three-day written notice whenever a party desires to meet and confer and the other party shall attend on a mutually agreed date, time, and location.

SJSVWDB has established and will maintain a procedure for grievance and complaints as outlined in WIOA and described in Attachment A, Grievance and Complaint Notice. The process for handling grievances and complaints will be applicable to customers when utilizing WIOA funded programs or services. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance.

**13. Insurance Requirements**

Indemnity

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In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rate but instead SSA and SJSVWDB agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, or any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officer, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

Insurance

Each party maintains a self-insurance program as authorized under California Government Code 990.4 and each party warrants that its self-insurance program covers activities under this MOU.

**14. Modifications and Revisions**

This MOU constitutes the entire agreement between SJSVWDB and SSA 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.

**15. Termination**

SJSVWDB and SSA may request a termination of convenience (without cause) by notifying the other party in writing 30 days prior to the effective date of termination.

**16. Termination for Cause**

SJSVWDB or SSA may terminate this MOU for cause, and may proceed with the work required under an affected provision in any manner deemed effective by the terminating party.

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**17. Applicable Laws and Venue**

This MOU is governed and construed in accordance with the statutes of the State of California. Venue for all actions is in Santa Clara County.

**18. Contract Execution**

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

**19. Wage Theft Prevention**

- a. Compliance with Wage and Hour Laws: SJSVWDB, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.
- b. Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- c. Prior Judgments against SJSVWDB and/or its SUBCONTRACTORS: BY SIGNING THIS AGREEMENT, SJSVWDB AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT SJSVWDB OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SJSVWDB FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY

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REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

- d. Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that SJSVWDB or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SJSVWDB learns of such a judgment, decision, or order that was not previously disclosed, SJSVWDB must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. SJSVWDB and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require SJSVWDB to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- e. County's Right to Withhold Payment: Where SJSVWDB or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to SJSVWDB until such judgment, decision, or order has been satisfied in full.
- f. Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.
- g. Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement



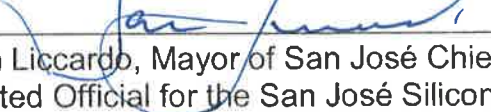
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and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

**20. Signatures**

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding.

**APPROVED FOR CITY OF SAN JOSE**

BY:   
Sam Liccardo, Mayor of San José Chief  
Elected Official for the San José Silicon Valley  
Workforce Area

Dated 6/8/16

**SAN JOSE SILICON VALLEY WORKFORCE  
DEVELOPMENT BOARD**

BY:   
Joe Flynn, Board Chair

Dated 6/8/16

**APPROVED AS TO FORM**


BY: Neelam Naidu  
Deputy City Attorney  
Neelam Naidu

Dated 6/3/16

**ATTEST**  
BY:   
Clerk, City of San José


Dated 6/3/16

**APPROVED FOR THE COUNTY OF  
SANTA CLARA**

BY:   
Dave Cortese, President Santa Clara  
County Board of Supervisors


Dated JUN 21 2016

**CLERK OF THE BOARD OF  
SUPERVISORS**

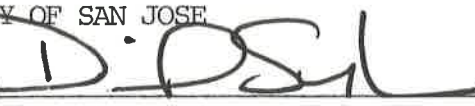
BY:   
Megan Dolye

Dated JUN 21 2016

**APPROVED AS TO FORM and  
LEGALITY**

BY:   
Deputy County Counsel  
Michaela Lewis

Dated 5/31/16

CITY OF SAN JOSE  
By:  6/8/16  
DAVID SYKES  
Assistant City Manager

## NON-EXCLUSIVE USE OF COUNTY PROPERTY

### 1. LICENSE FOR NON-EXCLUSIVE USE:

- a. The SSA will provide a license for non-exclusive use of three furnished cubicles, a classroom and a computer lab at the District Office located at 379 Tomkins Court, Gilroy, CA 95020 (referred to as "Property"), including access to the Property during regular business hours (Monday – Friday 8:00 am to 5:00 pm). In the event of a move or change to the SSA sites during the Term of the MOU, SSA will notify SJSVWDB prior to relocation
- b. Parking will not be designated to SJSVWDB staff
- c. Use of Property does not include maintenance and supplies including but not limited to toner, paper, pencils, pens, highlighters, markers, writing tablets, envelopes, file folders, manila folders, tape, staplers, and correction tape.
- d. This MOU provides, subject to the terms and conditions herein, only a non-exclusive license in the Property and does not in any way confer or grant any property interest to the SJSVWDB, whether implied or expressed, in the Licensed Area of Property.
- e. During the Term, SSA will designate, from time to time, the areas of the Property that may be used by SJSVWDB pursuant to this MOU (collectively, the Licensed Area). Notwithstanding the foregoing, SSA reserves the right to use, or allow other persons or entities to use, the Licensed Area. SSA further reserves the right to determine the availability and use of telephones, computers and other electronic devices within the Licensed Area.

### 2. PERMITTED ACTIVITIES

The Licensed Area may be used for the provision of employment and training services to Work2Future customers. SJSVWDB shall comply with all rules, restrictions and regulations relating to the Property that are applicable to the Property, including any enacted by the Program Manager.

### 3. MAINTENANCE

SJSVWDB will be responsible for any damage or destruction of the Property made by an Invitee that is determined by SSA, and agreed upon by SJSVWDB, in its reasonable discretion, not to be normal wear and tear. Upon termination of this MOU, SJSVWDB shall return the Licensed Area to a good, clean condition.

### 4. CONDITION OF PROPERTY

SJSVWDB agrees to take the Property in its "as is" condition. SSA does not warrant or represent that the Property is suitable for SJSVWDB'S purposes or uses, SJSVWDB having made its own investigation and independent determination of the satisfactory condition of the Property and its suitability for use.

W2F-WDB WIOAOPD1

To: All work2future providers of services  
From: Christopher Donnelly, Director  
Effective Date: July 1, 2015  
Reference: Workforce Innovation Opportunity Act  
SUBJECT: GRIEVANCE AND COMPLAINT NOTICE



## OPERATIONAL DIRECTIVE

work2future Workforce Development Board  
5730 Chamberlin Dr. San Jose, CA 95118  
408-794-1200

work2future provides program services and/or training made possible by the Workforce Innovation and Opportunity Act. The work2future workforce development board (WDB) staff, its partner staff, its contractors, and any person or agency receiving funding from work2future must comply with the procedures and reporting requirements of this Directive. All providers of services must establish, document, and implement procedures as specified in this Directive. Persons filing a complaint (complainants) shall be free from restraint, coercion, reprisal, or discrimination; both state and federal law prohibit retaliation against a complainant.

If you would like to file a complaint, please see the receptionist at the front desk to receive a copy of the Grievance and Complaint Policies and Procedures and all relevant forms. All necessary information to contact the Customer Relations Manager will be made available. The Customer Relations Manager will provide technical assistance to the complainant regarding how to file or amend the complaint and will, additionally, provide clarifications and interpretations of relevant provisions.

The filing of the complaint with the work2future WDB shall be considered as a request for a hearing. If you file a complaint, work2future will attempt to resolve the complaint informally. A copy of the complaint shall be sent to the individual(s), as applicable, and both parties notified of the opportunity for an informal resolution. When the complaint has been resolved through the informal resolution process, the work2future WDB shall attempt to contact the complainant and have him or her provide a written withdrawal of the complaint within 10 days of the receipt of the notice of resolution or impasse where a complainant decides not to proceed to an administrative hearing. The work2future WDB shall maintain copies of the correspondence. If this informal process does not resolve the complaint, you will have the right to be heard by an impartial Hearing Officer.

The following principles and rules apply to all grievances and complaints (except Discrimination and Equal Opportunity complaints):

1. Hearings on any grievance or complaint shall be conducted within 30 days of filing and decisions shall be made no later than 60 days after filing.
2. The complainant and the respondent must be notified in writing of the hearing 10 days prior to the date of the hearing.
3. All complaints must be made in writing within 1 year of the alleged occurrence.
4. Complainants have the right to withdraw their complaints (in writing) at any time before the hearing. A complaint can be amended to correct technical deficiencies but not to add issues.
5. Complainants can be represented, at their expense, by a person(s) of their choice at all levels of the complaint process.
6. Complainants must exhaust work2future WDB level hearing procedures before appealing to the State except where the State determines that the work2future WDB procedures do not comply with State Procedures.

At each step of the complaint process, the participant must be notified in writing of the next procedural step. WIOA participants who do not receive a written decision within 60 days of filing their complaint or who received an unsatisfactory decision may file a complaint with:

Employment Development Department (EDD)  
Attn: Compliance Review Division, MIC-22M  
P.O. Box 826880 Sacramento, CA 94280-0001

**A participant has the right to request a State Hearing within 10 days of the date of the decision. The State Review will be limited to violations of WIOA, implementing WIOA regulations or this grant agreement. The review shall be limited to the record established at the LWIA hearing.**

My signature below certifies that I have read and understand the official grievance and complaint procedure for WIOA programs administered by work2future; if requested, I have received a copy of the referenced EDD Grievance and Complaint Procedures Directive.

Participant's Printed Name: \_\_\_\_\_ Badge/Application #: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix 3.2: Public Comment Submission Form Local

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Dear Community Partners,

San Jose Silicon Valley Workforce Investment Board (SJSVWIN) is pleased to release the 2017-2020 Workforce Innovation and Opportunities Act (WIOA) Local Plan Draft for Public Comment. This Local Plan Draft was developed with input from our partners and stakeholders. The Local Workforce Development Area is comprised of the cities of Campbell, Gilroy, Los Altos Hills, Los Gatos, Monte Sereno, Morgan Hill, San Jose and Saratoga, and unincorporated communities in Santa Clara County.

The plan focuses on our goals and strategies in meeting the workforce demands and opportunities in our LWDA.

The local Plan Draft for Public Comment will be posted for the 30-day period of **February 8 to March 10, 2017**. The SJSVWIN Local Plan will include all public comments in our final submission of the Local Plan to the State of California Labor and Workforce Development Agency. Please note that the final Local Plan will be submitted to the State along with the Bay Peninsula Regional Plan.

#### **Draft Local Plan for Public Comment**

To review the Draft Local Plan for Public Comment visit  
<http://www.work2future.biz/images/DraftLocalPlan.pdf>

#### **How to Submit Comments Electronically**

- Please submit your comments by entering them into the form located at:  
<http://www.work2future.biz/images/2017LocalCommentForm.pdf>
- Note which section of the Regional Plan you are commenting on and save your changes.
- Attach your completed form to an email and send it  
to: [w2f.specialprojects@sanjoseca.gov](mailto:w2f.specialprojects@sanjoseca.gov) (as an attachment).

#### **How to Submit Comments via Fax**

- Please submit your comments by entering them into the form located at:  
<http://www.work2future.biz/images/2017LocalCommentForm.pdf>
- Note which section of the Regional Plan you are commenting on and save your changes.
- Attach your completed form and fax it to (408) 794-0398.

**(continued)**

**How to Submit Comments In Person**

Hard copies of the Local Plan Draft for Public Comment and comment forms will also be available during the comment period at the following locations and times:

**SAN JOSE ONE-STOP**

Office Hours: Monday – Friday, 8:00 a.m. – 5:00 p.m.  
1601 Foxworthy Avenue  
San Jose, CA 95118  
408-794-1100

**WORK2FUTURE YOUTH TRAINING CENTER**

Office Hours: Monday - Friday, 8:00 a.m. - 5:00 p.m.  
2072 Lucretia Avenue  
San Jose, CA 95122  
408-794-1234

**WORK2FUTURE ADMINISTRATIVE OFFICES**

Office Hours: Monday - Friday, 8:00 a.m. - 5:00 p.m.  
5730 Chambertin Drive  
San Jose, CA 95118  
408.794.1140

Accommodations are available for people with disabilities upon request.

Please contact Javier Vanga at [Javier.vanga@sanjoseca.gov](mailto:Javier.vanga@sanjoseca.gov) or 408.794.1140 for further assistance.

We look forward to receiving your comments, feedback, and suggestions. Comments will be accepted until **12pm (noon) PST March 10, 2017**.

## Appendix 3.3 work2future Priority of Service Policy

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**To: All work2future providers of services**  
**From: Christopher Donnelly, Director**  
**Effective Date: July 1, 2015**  
**Reference: WSDD-119; TEGL 3-15**  
**SUBJECT: WIOA Priority of Services**

## OPERATIONAL DIRECTIVE

work2future Workforce Development Board  
5730 Chamberlin Dr. San Jose, CA 95118-3910  
408-794-1200

### Priority of Service Requirement

As stated in WIOA Section 134(c)(3)(E), with respect to individualized career services and training services funded with WIOA adult funds, priority of service must be given to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.

*The state has defined the term “priority” to mean that 51 percent or more of the participants served with WIOA adult funds must be either low-income, recipients of public assistance, or basic skills deficient.*

Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population. Please refer to Table 6 for acceptable documentation for the Priority of Service in the work2future Technical Assistance Guide 2015-2016 located on the one-stop partners site.

The WIOA adult funding priority of service doesn't affect or negate the priority of service provided to veterans and eligible spouses. Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria. Thus, for WIOA adult services, the program's eligibility determination must be made first, and then veteran's priority applied. Veterans and eligible spouses that are not low-income, recipients of public assistance, or basic skills deficient are not included in the required 51 percent priority of service calculation. For additional guidance on providing priority of service to veterans through the one-stop system, please reference Workforce Services Directive [WSD08-10](#).

Basic career services are not subject to the priority of service requirement; however, individualized career services and training services are subject to the requirement.

### **Priority must be provided in the following order:**

1. First, to veterans and eligible spouses who are also included in the groups given statutory priority for WIOA adult formula funds. This means that veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient would receive first priority for services provided with WIOA adult formula funds.
2. Second, to non-covered persons (that is, individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA adult formula funds.
3. Third, to veterans and eligible spouses who are not included in WIOA's priority groups.
4. Last, to non-covered persons outside the groups given priority under WIOA.

Note: When past income is an eligibility determinant for Federal employment or training programs, any amounts received as military pay or allowances by any person who served on active duty, and certain other specified benefits must be disregarded for the veteran and for other individuals for whom those amounts would normally be applied in making an eligibility determination. Military earnings are not to be included when calculating income for veterans or transitioning service members for this priority, in accordance with 38 U.S.C. 4213.

## Appendix 3.4 work2future Supportive Services Policy

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## **Supportive Services Policy Addendum**

**2016 – 2017**

Rev. 1 – Aug 2, 2016

## SECTION I: INTRODUCTION

### **A. Purpose**

**This Policy in conjunction with Directive W2F-WDBWIOAOPD15 work2future Supportive Service Policy Effective July 1, 2016, the work2future Workforce Development Board (WDB) will provide each service delivery site for the work2future (w2f) system with the provisions of supportive services for Adults and Dislocated Workers under the Workforce Innovative Opportunity Act (WIOA). This Supportive Services Policy has been prepared for use by the work2future Workforce Development Board.**

**The policy applies to eligible Adults and Dislocated Workers in the Title I WIOA program.**

1. This policy supersedes any and all Supportive Service manuals issued prior to the effective date of this manual.
2. This policy is designed for use as a training tool for all staff and as a reference policy while working through the Supportive Services process. It establishes the specific requirements of Supportive Services. Due to varying job titles and terminology used by providers of services, generic terms and phrases will be used whenever possible.

**This policy includes allowable supportive services and its supporting documentation, which is described in Table A: Supportive Services. The supportive service items list below represents the most common obstacles to a participant's training and/or job search success.**

- **Transportation**
- **Medical/Vision – as deemed necessary by an employer or for employment**
- **Incentive/Bonuses**
- **Temporary Shelter**
- **Seminar/Workshop**
- **Tools**
- **Clothing**
- **Training allowance in conjunction with training/education**
- **Educational Testing**
- **Relocation Assistance**
- **Training requirement not indicated in contract**
- **Emergency Housing Assistance**
- **Emergency Utilities Assistance**

## **B. Overview**

**WIOA - The term “Supportive Services” refers to those financial-based or physical accommodations that are reasonable and necessary, and required, in order for a participant to participate in activities authorized under Title I of WIOA. In addition, any Adult, or Dislocated worker who is enrolled and receiving Individualized Career services under WIOA, may be eligible for supportive services if they are unable to obtain assistance from other programs providing such services.**

### **Adult/Dislocated Workers Support Service Outline**

<b>Services Available</b>	<b>Total Amount</b>
Adult & Dislocated Participants	\$500
Adult & Dislocated Training participants	\$500 (A total of \$1000)
Adult & Dislocated Emergency Supportive Services	\$1000

**Supportive Services are available to participants that are:**

- (1) Participating in WIOA Individualized Career Services; and
- (2) Unable to obtain supportive services through other programs providing such services.
- (3) Supportive services may only be provided when they are necessary to enable individuals to participate in title I WIOA activities.

## **SECTION II: SUPPORTIVE SERVICES REQUIREMENTS**

### **C. Requirements**

**The availability of and referral to supportive services is one of the services that must be made available to adults and dislocated worker participants through the America’s Job center delivery system, and is a required program element to be made available based on demonstrated need. Under no circumstances should a participant be denied supportive services without the documented concurrence of a supervisor or program manager.**

**The following requirements and conditions must be adhered to, and, when applicable, must be satisfied for any supportive service to be approved. Non-compliance will result in disallowable costs related to the specific supportive service item requested.**

- The need for supportive services must be considered when developing the Individual Employment Plan (IEP) for Adults, and Dislocated Worker participants – Respective service providers must record any request in the participants IEP, and in the participants note section in the electronic case management system.
- All supportive services are contingent upon available funding and approval.

**Receipts for supportive service requests must be submitted within the last two (2) months of purchase.**

- Supportive services must be requested and approved prior to expending or directing a participant to expend funds, and *cannot* be expended and/or reimbursements made for expenditures prior to enrollment into WIOA.
- The dollar amounts listed in the supportive service tables are not an entitlement and as such, the participant must be in compliance with program requirements, including active participation in WIOA activities.
- Lifetime cap – If the participant has exhausted funds in any prior year up to the stated amount the participant is no longer eligible for supportive services. (A waiver may be granted based on need and funding availability with the approval of the Workforce Development Board (WDB) director).
- For program year 2016 – 2017 the work2future Workforce Development Board will only be providing the Supportive Services listed in this addendum.
- All efforts to secure supportive services from other sources must first be exhausted by the participant and documented in the participant's case notes before expending WIOA funds.
- WIOA/work2future Workforce Development Board funds cannot be used to pay fines incurred for breaking the law (i.e. speeding or DUI tickets), penalties (i.e. late fees or DMV penalties) or a down payment or contracted payment on an automobile, real property or interest. WIOA supportive service funds are provided for only those services listed in the Supportive Service tables listed in this policy addendum.
- Supportive services cannot be paid retroactively – the use of WIOA funds for supportive services is allowable only if those services are necessary for the individual to participate in WIOA Title I activities, and the individual is unable to obtain those supportive services through other programs.
- Participants requesting supportive services must live in the work2future local service delivery area: San Jose, Morgan Hill, Los Gatos, Saratoga, Gilroy, Campbell, Monte Sereno, Los Altos Hills, Unincorporated areas of Santa Clara County.

- Only under extenuating circumstances supportive service requests for participants residing outside of the work2future service-delivery area will be reviewed on a case-by-case basis and approved by the Adult Program Manager/Workforce Development Board. Detailed case notes by staff will be required to justify providing such a service. (Note: Participants residing outside of the service-delivery area are advised by the Welcome Team that they are *not* eligible for training and/or supportive services, but that exceptions can be made based on their individual situation and contingent on Adult Program Manager/WDB approval).

**For participants in Training Supportive Services are dependent upon:**

- Satisfactory Performance on a monthly basis.
- Maintain satisfactory academic progress in their program of training. In the event that satisfactory academic progress does not occur, the participant must understand and agree that they will not be entitled to supportive services.

**Supportive Services in Follow-up:**

- Follow-up Support Services are available after a participant has exited the program and who are placed in Unsubsidized Employment, Education or a Training program – The Follow-up Supportive Services below are provided to the individual to enable them to progress further in their Education, Training Program or their occupation or to retain their employment.

**See SECTION V. Appendix B: Approved Supportive Services in Follow-up**

- Transportation
- Medical/Vision – as deemed necessary by an employer or for employment
- Incentive/Bonuses
- Temporary Shelter
- Seminar/Workshop
- Tools
- Clothing
- Training allowance in conjunction with training/education
- Educational Testing
- Relocation Assistance
- Training requirement not indicated in contract
- Emergency Housing Assistance
- Emergency Utilities Assistance

### SECTION III: SUPPORTIVE SERVICES PROCESS & DOCUMENTATION

#### **D. Approval Process and Documentation: (see Table A for details)**

##### **Reimbursements are only available if approved. Submission of receipts does not guarantee reimbursements.**

1. There has to be participant activity/justification to support the expenditure. Detailed case notes must contain information that supports the request.
2. Enter the corresponding activity code and create the Begin Date and End Date, along with a completion code.
3. Receipts must be submitted within the last two month of purchase.
4. For all requests participants must be in the program for at least 2 months with active participation in work2future services which includes but not limited to –
  - Active Individualized Career Services
  - Enrolled in Training related activities
5. Staff must confirm attendance and satisfactory performance prior to reimbursement –
  - Gas Reimbursement /Bus Pass throughout training – (lifetime cap applies)
  - Testing, books, uniforms, supplies which may not be included in contract; verified as necessary by vendor - (lifetime cap applies)
  - For On-line (courses approved by WDB/RFQ process) courses software/book reimbursements, a completion certificate must be submitted with receipts. (lifetime cap applies)



## Approval In I-train:

1. Based on a participant request on an as needed basis, work2future staff will authorize supportive services Payments in the electronic case management system, and then submit the payment request for approval (Note: The payment approval process is set up in electronic case management system).
2. Once the request has been approved, an obligation record is created. (Note: The respective staff will be able to continue to request payments for supportive services as long as the cap and overall approved budget has not been exhausted.
3. The electronic case management system will be equipped to show the specific type(s) and item(s) requested. Supportive services are limited to the approved supportive service guides.
4. Once the payment request has been approved, service provider(s) staff submits the payment request along with the Final Supportive Service paperwork and necessary back-up documentation for final review to San Jose City (WDB) Finance Department (Note: Check disbursements usually take up to 60-90 days after submittal.)

## E. Supportive Services Documentation: (see Table A for details)

1. All supportive service requests will need the following supporting documents:
  - Supportive Service Authorization Printout from Electronic Case Management System
  - Original Receipt/s
  - Other supporting documentation (as applicable)

### Check Disbursements:

- The Finance Department will provide checks to the appropriate staff for participant distribution
- **At the time the participant picks up the check Staff must enter a case note verifying the participant picked up the reimbursement**

#### **SECTION IV. Table A: Approved Supportive Services Guide**

Supportive services include, the items listed in the table below. All participant requests are reviewed based upon allowable, reasonable, and necessary services, and approved by the Adult Program Manager with the exception of Emergency Services – approval must be requested from the WDB.

1. \$500 for eligible participants – Note: pre-requisites must be met – lifetime cap applies
2. \$500 (total allowable amount \$1,000) for participants **in Occupational Skills Training (OST) where the individual will receive a Nationally Recognized Certificate**) – lifetime cap applies
3. **\$1,000 Emergency services (One time request subject to approval by Workforce Development Board) – lifetime cap applies - Participant must also be in unsubsidized employment, education or a OST Program which will result in a Nationally Recognized Certificate. This service is provided to the participant to enable him/her to further progress in his/her occupation or retain employment);**

#### **SECTION V. Table B: Approved Supportive Services in Follow-up**

1. To be eligible to receive supportive services in Follow-up the participant must be in **unsubsidized employment, education or a OST Program which will result in a Nationally Recognized Certificate**. This service is provided to the participant to enable him/her to further progress in his/her occupation or retain employment;

**Table A: work2future WDB Supportive Services**

Activity Code	Supportive Service	Item Description	Allowable Reimbursement Amounts	Required Backup
181	Transportation Assistance	Gasoline, Bus Pass	\$70 Per Month	Receipts
182	Medical	Eyeglasses/Medical as needed for Emp/Training	\$150 Lifetime Cap	Receipts; Letter from Employer /Vendor
183	Incentives/Bonuses	Training Certificate (Nationally Recognized)	\$100 Lifetime Cap	Certificate, W-9
186	Seminar/Workshop	Prevailing Fee; Employment Related	\$200 Lifetime Cap	Receipts / Seminar workshop information
188	Tools	Tools needed to obtain or retain Employment	\$150 Lifetime Cap	Letter from Employer
188	Clothing	Work Related Uniform/Attire	\$200 Lifetime Cap	Receipts
191	Educational Testing	Certification/Credential for employment	\$500 Lifetime Cap	Receipts
327	Training Support	Books, Software, Office Supplies	\$500 Lifetime Cap	Receipts
181*	Emergency Transporation	Automobile Emergency Repairs	\$300 Lifetime Cap	3 Repair Quotes - WDB will consider the lowest Quote, W-9
189*	Emergency Housing	Mortgage, Rental Assistance	\$1,000 Lifetime Cap	Proof of Delinquency, W-9
190*	Emergency Utilities	PG & E, Water	\$300 Lifetime Cap	Proof of Delinquency, W-9

\*Based on Workforce Development Approval - Client must also be in unsubsidized employment, education or a Training Program. This service is provided to the participant to enable him/her to further progress in his/her occupation or retain employment. All amounts are based on a cumulative status; during active enrollment and or follow-up services.

**Table B: work2future WDB Follow-Up Supportive Services**

Activity Code	Supportive Service	Item Description	Allowable Reimbursement Amounts	Required Backup
F12*	Transportation	Gasoline, Bus Pass - Up to 3 months	\$ 70 per month	Emp, Ed, Training Verification, receipts
F13*	Work-Related Uniform/Attire	Work-Related Uniform/Attire	\$100 One Time Only	Emp, Ed, Training Verification, receipts
F14*	Purchase Work-Related	Tools to retain employment	\$100 One Time Only	Emp, Ed, Training Verification, receipts
F18*	Medical	Eyeglasses, Medical as needed for Emp/Training	\$150 One Time Only	Emp, Ed, Training Verification, receipts
F21*	Educational Testing	Certification/Credential for employment	\$300 One Time Only	Emp, Ed, Training Verification, receipts
F15*	Emergency Housing	Mortgage, Rental Assistance	\$500 One Time Only	Emp, Ed, Training Verification; proof of delinquency
F16*	Emergency Utilities	PG & E, Water	\$300 One Time Only	Emp, Ed, Training Verification; proof of delinquency

\*Based on Workforce Development Approval - Client must also be in unsubsidized employment, education or a Training Program. This service is provided to the participant to enable him/her to further progress in his/her occupation or retain employment. All amounts are based on a cumulative status; during active enrollment and or follow-up services.