

Workforce Innovation 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 CITY OF SAN JOSE ("CITY") through the San José Silicon Valley Workforce Development Board ("SJSVWDB") and the America's Job Center of CaliforniaSM ("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 this MOU is to establish a cooperative working relationship between the CITY through SJSVWDB and the AJCC Partners, and to define their respective roles and responsibilities in achieving the policy objectives. The MOU serves to establish the framework for shared customers, shared services and shared costs. It addresses providing services to employers, employees, job seekers and others needing workforce services and establishes a cost sharing allocation methodology to share the infrastructure costs of the AJCCs, and creates a budget outlining other system costs relating to the operation of the local One-Stop delivery system and a description of what specific costs are included in each line item.

2. Background

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 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 CaliforniaSM ("AJCC"). See Attachment D, America's Job Center Branding Information, attached hereto and incorporated herein, for AJCC branding guidelines.

California's delivery system, AJCC, is a locally-driven system which develops partnerships and provides programs and services to achieve the following three

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main policy objectives established by the California Workforce Development Strategic Plan:

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

These objectives will be accomplished by 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, through the SJSVWDB and the Partner Agencies ("Partners") named below with agreement of the Chief Elected Official, the Mayor of the City of San José ("CEO").

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

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

WIOA Required Program	Partner Agency
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

5. Terms and Conditions of this MOU

This MOU shall establish a cooperative working relationship between the AJCC Partners and define their respective roles and responsibilities in achieving the local and regional policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services. The MOU shall also reflect the cost sharing allocation methodology to share the infrastructure costs of the AJCCs, referred to as the Infrastructure Funding Agreement ("IFA"), and a budget outlining other system costs relating to the operation of the local participation in the WIOA One-Stop Delivery System. This MOU may also reflect any additional requirements, consistent with WIOA and the governing

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laws and regulations of the participating partners, as determined appropriate to the partners.

6. 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, 2019 through June 30, 2022, subject to the provisions of Article 23, "Termination," of this MOU.

7. Review and Reconciliation Schedule

The MOU will be reviewed at a minimum of every three years to ensure it contains up to date information regarding funding, delivery of services, any changes in the signatory official of the SJSVWDB, CEO, or AJCC Partner(s).

The SJSVWDB will review the infrastructure and other cost sharing agreement in this MOU annually, to ensure it contains up to date information regarding fair and equitable share of infrastructure and other system costs. 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 and strategies identified in both plans.

Reconciliation Schedule

The infrastructure and other cost sharing agreement in this MOU will be reconciled quarterly by the Local Board's Finance Manager and approved by the person(s) listed in the IFA Approval Table below.

IFA Approval Table

WIOA Required Program	Partner Agency	IFA Approving Party
Wagner Peyser	California Employment and Development Department	Debbie Atonsen dantonse@edd.ca.gov

8. Updates

This MOU must be updated every three (3) years, at a minimum. Updates to the

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MOU change the effective dates of the MOU. The MOU updates must have the written agreement of all Partners. A request by any one party to this MOU for an update must be presented in writing to all of the other parties. All Partners must review and agree to the update. Any update to the MOU must be in writing and signed by the designated signatories on behalf of the AJCC Partner, the Chair of the SJSVWDB, the City Manager or his or her designee on behalf of CITY, and the Mayor of San José as Chief Elected Official.

9. Amendments

This MOU may be amended with the written agreement of the parties. Non-substantive changes, such as minor revisions to the budget or adjustments made due to the annual review of the IFA, do not require renegotiation. Quarterly infrastructure and other cost sharing agreement approval with no substantive changes does not require renegotiation and will be documented by a separate approval statement incorporated into this MOU by reference, signed by the person indicated in the IFA Approval Table in section 7 above. A request by any one party to this MOU for amendment must be presented in writing to the other party. Only those elements that change are included in the amendment. Only those parties that are affected by the change must review and agree to the amendment.

10. Partnership Commitments

CITY and the AJCC Partners will participate in the One-Stop Delivery System in accordance with WIOA laws and regulations and as agreed upon in this MOU to provide co-located services as appropriate to shared customers, as summarized in Attachment A of this MOU, "AJCC System Partners, Services, and Referral Processes," attached hereto and incorporated herein. Co-location is described as having a regular and scheduled presence at the comprehensive AJCC located at 1601 Foxworthy Avenue, San José CA 95118, for a minimum of one (1) hour per week and a maximum of forty (40) hours per week.

11. Infrastructure Funding Agreement

CITY and AJCC Partners enter into an Infrastructure Funding Agreement ("IFA", Attachment F of this MOU, which establishes the terms and conditions under which the participating AJCC Partners will share the infrastructure costs of the AJCCs and share resources within the One-Stop Delivery System. The partners will share costs associated with operating a One-Stop Center and shared service costs, subject to the feasibility of such financial participation under the applicable

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laws and regulations governing CITY and each AJCC Partner's funds. The IFA will indicate the methodology and resultant analysis of cost liability for all participating partners and will be reviewed and reconciled on an annual basis.

All parties, both co-located and not co-located, agree that when data are available to determine the benefit to all AJCC partners, the infrastructure cost sharing agreement will be renegotiated to include all Partners' proportionate share of infrastructure costs.

12. Steps Taken to Reach Consensus

The SJSVWDB followed guidance and procedures provided in WSD 16-09, "WIOA Phase II Memorandums of Understanding- Comprehensive AJCCs." The Local Board conducted negotiation meetings with the WIOA Required Program Partner Agencies to come to consensus regarding the infrastructure funding mechanism.

13. Administrative Dispute Resolution

CITY and the AJCC Partners expressly agree to participate in good faith negotiations to reach a consensus in accordance with 20 C.F.R. Section 662.310(b). CITY and the AJCC Partners further agree to communicate openly and directly to resolve any problems or disputes related to provision of services under this MOU in a cooperative manner and at the lowest level of intervention possible.

14. Responsibilities of Partners for Shared Customers and Services

- 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.
1. 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.
 2. Participate in infrastructure cost-sharing activities as described in this MOU (Article 11) 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).

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3. Remain as a party to this MOU throughout the term identified in Article 6 of this MOU in order to participate as a SJSVWDB Partner per WIOA Section 121(c).
 4. 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).
 5. Required AJCC Partners must provide representation on the SJSVWDB per WIOA Section 121(b)(1). Additional Partners may participate on the SJSVWDB with the agreement of the SJSVWDB's members and CEO. 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.

Shared Services

15. Methods for Referring Customers

Partners will refer customers through an inter-Partner and inter-agency referral process, as required by WIOA, and described in Attachment A of this MOU, "AJCC System Partners, Services, and Referral Processes", attached hereto and incorporated herein.

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16. Access Points 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

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:

- 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 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

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See Attachment B, WIOA Adult Eligibility Definitions, attached hereto and incorporated herein, for definitions of the above populations.

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.

17. 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.

18. 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

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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 C, Client Authorization(s) Form, 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.

Subject to applicable federal, state and local laws and regulations, the parties agree that exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the parties collecting, receiving or sharing information.

- (1) Any request for information of an individual, whether an applicant or client of the AJCC Partners or CITY, shall not be disclosed without a court order or written authorization from the applicant or client, consistent with applicable laws and regulations, unless required by law; and
- (2) Each AJCC Partner agrees that it shall provide to CITY information regarding applicants or clients who applied for or received services through the AJCC as needed for reporting and tracking required by WIOA. Such information shall be reported in a format that does not identify the individual applicant or client.

19. Non-Discrimination and Equal Opportunity

- A. Partners shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry religion, national origin, veteran status, physical disability 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.
- B. Partners agree to 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

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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).

20. 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 E, Grievance and Complaint Notice, 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.

21. Americans 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.

22. 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.

Changes to a Partner's cost share due to a modification of the amount of time of

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the Partner's regular and scheduled presence at the comprehensive One-Stop will be effected by means of written notice to the SJSVWDB One-Stop Operator no later than 30 days prior to the change, without the need for an amendment to the MOU.

This MOU constitutes the entire agreement between the Partners and the SJSVWDB 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.

23. Termination

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 MOU .

24. 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.

25. 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

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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 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 SJSVWDB on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, any written correspondence and fax transmittals. See Attachment D for branding guidelines.

26. 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

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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.

27. Counterparts

This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same MOU. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed MOU.

[Signature page follows]

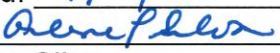
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28. Signatures

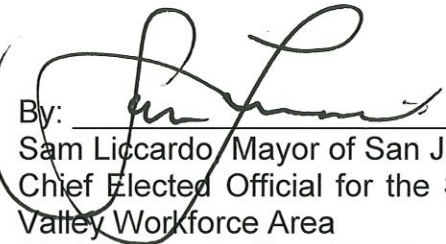
In WITNESS THEREOF, the parties to this MOU execute this agreement.

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

Dated: 7/19/2019
By: 
Arlene Silva
City of San José
Deputy City Attorney

Dated: 8-28-19

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

Dated: 8/20/19

By: 
Leland Wilcox, Chief of Staff Office of the City Manager
City of San José
200 East Santa Clara Street
San José, CA 95113

**San Jose Silicon Valley Workforce
Development Board**

Dated: 6-11-19

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

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Title 3-Wagner-Peyser

Dated: 7-15-19

By: Debbie Antonsen
California Employment Development Department
Debbie Antonsen
Deputy Division Chief
Northern Division, #9110
606 Healdsburg Avenue
Santa Rosa, CA 95401

Dated: 7/12/19

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

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ATTACHMENT A

AJCC System Partners, Services, and Referral Processes

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.

For both referral methods:

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- The organization receiving the referral will make a good faith effort to contact the customer within three (3) 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

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their careers. Assistance with earning a high 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 suspected disabling condition, subject to the applicable confidentiality restrictions or

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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, CalJOBSSM 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 CalJOBSSM system;
 - Workshops (employment and job search preparation);
 - Staff assistance per program eligibility may receive the following:
 - Determination of employment related skills, abilities, and knowledge;
 - Assignment of specific occupational codes and titles;
 - Determination of employment barriers;
 - Matching of applicant profile with existing opportunities;
 - Referrals to employers where qualifications and requirements match;
 - Documentation of referrals and results through employer follow-up;
 - Referral to other Partners when barriers indicate a need for intensive services;
 - Initiation of job development activities;
 - Provision of Fidelity Bonding information;
 - Facilitated self-help may include but not be limited to the following services:

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- Assistance and guidance in using CalJOBSSM;
- 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 CalJOBSSM
 - 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 OnlineSM 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.

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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 UI Direct line.

The UI program is committed to making the UI Direct 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.
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.

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**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
CalJOBSSM system.
- Veteran services navigator intake/assessment; initial employability
assessment.
- Referral to intensive services and/or appropriate training
opportunities, if eligible under program criteria.
 - 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

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- 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 CalJOBSSM;
- CalJOBSSM assistance, training, and education;
- Help-Desk employer assistance through assigned central site;
- Assistance to employers by providing information on hiring incentives and programs such as Work Opportunity Tax Credit, which provides tax incentives for hiring certain classifications of workers;
- Employer Advisory Council (EAC coordination & activities) seminars and employer resource information;
- Targeted recruitment, job fairs, and hiring events;
- Employer outreach;
- Rapid Response presentations and lay-off aversion information;

l. Trade Adjustment Assistance (TAA)

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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.

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.

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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.

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

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- “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 CalJOBSSM 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 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.

ADDITIONAL AJCC SYSTEM SERVICES REFERRAL METHODS

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

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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

The primary referral process is for the referring agency to complete the "Client Sharing Request Form" located on the work2future Sharepoint site under "Forms". Instructions for the form are included on the form.

If the "Client Sharing Request Form" is not easily accessible, and because the different Partners of this Memorandum of Understanding use several unique databases or other systems of client tracking, 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

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complete the application for services and offering to make the call on behalf of the customer to the Partner agency to schedule an appointment.

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ATTACHMENT B

**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 18th 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 8th 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

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- 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”

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- 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 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

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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.

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ATTACHMENT C

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: _____

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ATTACHMENT D



A proud partner of "America's Job Center of CaliforniaSM" 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 CaliforniaSM (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 CaliforniaSM 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 CaliforniaSM***. 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

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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.

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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
408.794.1108

Workforce Innovation and Opportunity Act Memorandum of Understanding

About the America's Job CenterSM

Mission

The America's Job Center of CaliforniaSM (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.

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The Brand

The America's Job Center of CaliforniaSM (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 (SM) 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 CaliforniaSM (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.

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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

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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 CaliforniaSM 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

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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 CaliforniaSM 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 CaliforniaSM 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 CaliforniaSM 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.

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ATTACHMENT E

Grievance and Complaint Notice

EQUAL OPPORTUNITY IS THE LAW

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I—financially assisted program or activity.

The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIOA Title I—financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION

If you think that you have been subjected to discrimination under a WIOA Title I—financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either: the recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose);

or

Director, Civil Rights Center (CRC), U.S. Department of Labor
200 Constitution Avenue NW, Room N-4123, Washington, DC 20210
or electronically as directed on the CRC website at www.dol.gov/crc.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

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Memorandum of Understanding

ATTACHMENT F
Memorandum of Understanding
Infrastructure Funding Agreement

I. BUDGET

This consolidated system wide budget outlines the infrastructure costs for the network of comprehensive AJCCs

WORK2FUTURE AJCC DELIVERY SYSTEM						
Cost Category/Line Item	Line Item Cost Detail	San Jose Comprehensive One-Stop Center (not participating)	North San Jose Affiliate Center (not participating)	Gilroy Affiliate Center	Total	Cost
Rent						
Rental of Facilities includes utilities and Maintenance		\$116,153	\$98,731	\$41,113	\$255,997	
Subtotal: Rental Costs		\$116,153	\$98,731	\$41,113	\$255,997	
Utilities and Maintenance						
Electric (included in Rent)		\$970	\$11,267	\$124,388	\$136,625	
Gas (included in Rent)		\$132	\$0	\$3,379	\$3,511	
Water (included in Rent)		\$0	\$0	\$0	\$0	
Sewer Connections		\$257	\$1,743	\$6,575	\$8,575	
Telephones (Landlines)/Internet/T1 Lines		\$36,573	\$0	\$0	\$36,573	
Facility Maintenance (Security Services)		\$58,633	\$9,403	\$0	\$68,036	
Subtotal: Utilities and Maintenance Costs		\$96,565	\$22,413	\$134,342	\$253,320	
Equipment						
Assessment-related products		\$0	\$0	\$0	\$0	
Assistive technology for individuals with disabilities ("Access and Accommodation")		\$10,000	\$0	\$0	\$10,000	
Copiers (Lease/Usage)		\$11,699	\$0	\$1,200	\$12,899	
Fax Machines (Included in Copier Lease)		\$115,800	\$0	\$0	\$115,800	
Computers (Computer lab/Assessment class rooms/Training lab)		\$0	\$0	\$0	\$0	
Other tangible equipment used to serve all center customers (not specific to an individual program partner)		\$0	\$0	\$0	\$0	
Specify Other Tangible Equipment		\$0	\$0	\$0	\$0	
Subtotal: Equipment Costs		\$137,499	\$0	\$1,200	\$138,699	
Subtotal: ADA/SEISMIC Bldg. Requirements		\$0	\$0	\$0	\$0	

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Technology to Facilitate Access to the AJCC					
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services (HOSTING SERVICES ONLY) Website Address: _____ www.work2future.biz <i>(Does not include data systems or case management systems specific to individual program partners.)</i>	Train by Call/Direct Service access	\$15,000	\$0	\$0	\$15,000
	WebCreation/Main/Hosting \$27.5 K Est Website Support (Media Macros) \$1,000 Icloud Mngt/Devt of Outreach Materials/Website Hosting (Right scale/Adobe/Amazon) \$5,900 Email Mngt & Domain Names (Constant Contact & GoDaddy) \$3,100 Total cost \$37,500 divided by 3 locations: San Jose Comprehensive One-Stop, N. San Jose Affiliate Center, and Gilroy Affiliate Center	\$12,500	\$12,500	\$12,500	\$37,500
Subtotal: Technology to Facilitate Access Costs					
Common Identifier Costs (Local Option, If Agreed to by all Colocated Partners)					
Creating New AJCC Signage		\$0	\$0	\$0	\$0
Updating Templates and Materials		\$0	\$0	\$0	\$0
Updating Electronic Resources (Common Email)		\$0	\$0	\$0	\$0
Subtotal: Common Identifier		\$0	\$0	\$0	\$0
Overall Total by Job Centers		\$377,717	\$133,644	\$189,155	\$700,516
Cost Category	San Jose Comprehensive One-Stop Total Cost (Not Participating)	N. San Jose Affiliate Center Total Cost (Not Participating)	Gilroy Affiliate Center Total Cost	Total Costs	
Subtotal: Rental Costs	\$116,153	\$98,731	\$41,113	\$255,997	
Subtotal: Utilities and Maintenance Costs	\$96,565	\$22,413	\$134,342	\$253,320	
Subtotal: Equipment Costs	\$137,499	\$0	\$1,200	\$138,699	
Subtotal: ADA/Seismic Building Requirements	\$0	\$0	\$0	\$0	
Subtotal: Technology to Facilitate Access Costs	\$27,500	\$12,500	\$12,500	\$52,500	
Subtotal: Common Identifier Costs	\$0	\$0	\$0	\$0	
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network	\$377,717	\$133,644	\$189,155	\$700,516	

II. COST ALLOCATION METHODOLOGY

The agreed upon cost allocation methodology is the proportion of a partner program's occupancy percentage of the AJCC (square footage). The following table describes the initial proportion of the colocated AJCC Partners' fair and equitable share of infrastructure and other system costs.

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AJCC Partners Infrastructure Funding Agreement and Summary of Career Services/Budget For FY 2019-2020

Cost Allocation of Proportionate Share of Infrastructure Costs for Collocated Partners				
Collocated Partner/s and Non-Collocated Partners	Annual cost of Allocation of Initial Share	Allocation Methodology	Methods of Payment:	
			Cash	In-Kind
Partner 1: San Jose Silicon Valley Workforce Development Board	\$372,877	Cubicle space by sq. footage/hr./yr	X	
Partner 2: Campbell Unified High School District	\$44	Cubicle space by sq. footage/hr./yr	X	
Partner 3: Metropolitan Education District	\$44	Cubicle space by sq. footage/hr./yr	X	
Partner 4: East Side Union High School District	\$44	Cubicle space by sq. footage/hr./yr	X	
Partner 5: Center for Employment and Training	\$98	Cubicle space by sq. footage/hr./yr	X	
Partner 6: Sourcewise Community Resource Solutions	\$44	Cubicle space by sq. footage/hr./yr	X	
Partner 7: Foothill De Anza Community College District	\$44	Cubicle space by sq. footage/hr./yr	X	
Partner 8: San Jose Evergreen Community College District	\$44	Cubicle space by sq. footage/hr./yr	X	
Partner 9: Social Services Agency	\$2,112	Cubicle space by sq. footage/hr./yr		X
Partner 10: Employment Development Department	\$2,288	Cubicle space by sq. footage/hr./yr		X
Partner 11: San Jose Job Corp	\$88	Cubicle space by sq. footage/hr./yr	X	
Partner 12: Department of Rehabilitation	\$0	Not participating	n/a	n/a
TOTAL INFRASTRUCTURE COSTS FOR SAN JOSE COMPREHENSIVE ONE-STOP	\$377,717			
Collocated Partner/s				
Partner 1: SJSWDB	\$23,273	Square footage		X
Partner 2: EDD	\$110,371	Square footage	X	
INFRASTRUCTURE COSTS FOR NORTH SAN JOSE AFFILIATE CENTER				
Collocated Partner/s				
Partner 1: SJSWDB	\$38,282	Square footage		X
Partner 2: SSA	\$150,873	Square footage	X	
TOTAL INFRASTRUCTURE COSTS FOR GILROY AFFILIATE CENTER	\$189,155			
Overall Total by Job Center		\$700,516		

III. Summary of Career Services/Budget

[illegible]

Applicable Career Services Are Services Authorized to Be Provided Under Each Partner's Program

Summary of Career Services Applicable to Each One-Stop Delivery System Partner (Phase II MOU San Jose Comprehensive One-stop)

San Jose Comprehensive One-Stop													N. San Jose Affiliate Center				Gilroy/Affiliate Center					