Memorandum of Understanding

Between City of Los Angeles WIA Workforce Development System
And Los Angeles Community College District

WITNESSETH

WHEREAS, the Partners desire to enter into an Agreement wherein services to be made available through the Workforce Investment Act American Job Centers (locally designated, City of Los Angeles WorkSource Centers, a proud partner of America's Job Centers of California), hereafter referred to as City WorkSource Centers effective July 1, 2014; and

WHEREAS, the U.S. Department of Labor (DOL) created a unifying brand to define the workforce development system (TEGL 36-11) and the California Employment Development Department (EDD) subsequently released instructions via the Workforce Services Information Notices (WSIN 12-7, 12-43 and 12-54) that provide guidance for the California One-Stop Career Centers that allows use of the AJCC logo in conjunction with the logo or mark of another entity; and

WHEREAS, the City has proposed a WorkSource System redesign to better align workforce delivery system employment and training services to high-growth sectors that offer living-wage career paths; and

WHEREAS, this system redesign will implement an Integrated Services Delivery Model, which will significantly increase the enrollment of job seekers into the workforce development system; and

WHEREAS, this system redesign will harness new technologies and web-based applications to better serve participants; and

WHEREAS, this system redesign will leverage Strategic Partnerships with education, employment training, and social-service providers to provide more comprehensive services to program participants; and

WHEREAS, this system redesign will increase service levels for targeted vulnerable populations, including, Veterans, Individuals with Disabilities, Older Workers, English Language Learners, Homeless Individuals, and Ex-Offenders,

WHEREAS, this system redesign will increase the presence of City Workforce Centers at three LACDD campuses, and intends to increase the partnership between the remaining campuses; and
WHEREAS, the Workforce Investment Act requires an agreement as to how services will be provided and resources shared at City of Los Angeles WorkSource Centers, a proud partner of America's Job Centers of California; and

WHEREAS, the City of Los Angeles Workforce Development System is interested in complying with the Act and in responding to the California Workforce Investment Board's and the California Department of Education desire that an MOU and Resource Sharing Agreement are in place.

NOW, THEREFORE, the City and the Los Angeles Community College District (LACCD) agree that the executed Agreement be effective July 1, 2014 as follows:
This Memorandum of Understanding (MOU) (hereinafter, “this MOU”) is entered into between the City of Los Angeles (hereinafter “City”), acting as the program and administrative entity responsible for the Local Workforce Investment Act Title I funds, and the Los Angeles Community College District (hereinafter referred as “Educational Institutions”), as designees of the Governor of California under the Workforce Investment Act of 1998 (WIA), P.L. 105-220, specifically and Title II of WIA (Adult Education and Family Literacy Act, AEFLA) and the Carl D. Perkins Vocational and Technical Education Act of 1998, Section 132 (Perkins III).

This MOU sets forth the terms of cooperation and support in building and maintaining an integrated service delivery system characterized by integrated career center staffing, integrated customer pool, integrated customer flow, and integrated technology for the system. The parties to this MOU will work jointly to provide high quality services that are responsive to the needs of workers and businesses and to the economic viability of the City, with the primary focus of connecting individuals to education, training, information resources they need to pursue lifelong learning and advance their careers, and employment in a timely and effective manner.

It is understood that the WIA Title I Adult and Dislocated Worker programs and the WIA Title II AEFLA and Perkins III program services are funded through federal allotments. The laws and regulations governing the use of these funds require that partners maintain fiduciary responsibility for the funds under their control. It is also understood that the responsibilities established by Title of WIA are neither secondary nor subsidiary to the responsibilities and requirements established by AEFLA and Perkins III. As such, the requirements of Title I of WIA and AEFLA, as well as Title I of WIA and Perkins III must be satisfied. Recipients of these funds must design their programs and plan for the use of funds in a manner that will enable them to satisfy the requirements of both Title I of WIA and the respective program (AEFLA and Perkins III).

SECTION I
Vision
The City of Los Angeles WorkSource Centers, a proud partner of America’s Job Centers of California system will provide improved performance, more coordinated access to services, and accountability of workforce development service delivery. The new vision for the City’s WorkSource Center system is that all customers of the system will be served by staff irrespective of program or funding source, through a customer-focused, skill-based, integrated service delivery strategy.

The City’s WorkSource Centers will provide integrated services to better serve customers – both individuals and employers. This system will feature an integrated customer flow that responds to customer need(s), under the leadership of cross-trained employees of both the WIA Title I program and the Educational Institutions, as well as other partners, as appropriate.
SECTION II

Mutual Understandings

Redesigning the City’s WorkSource Center system by emphasizing an integrated service delivery model not only supports the movement towards a seamless unified approach, but also recognizes the mutual strengths of the partners’ employment and training services. Under this model, staff from the Educational Institutions and from the WIA contractors will work collaboratively, and shift from program specific approaches to an integrated services approach. As such, both staff will be integrated into functional units not separated by program or funding stream. In addition to WIA and AEFLA and Perkins III funded programs, other partners and programs will be encouraged to participate in the staffing of WSC.

Both the Educational Institution and WIA contractor staff will implement an integrated customer flow design structured to respond not only to customer need but also to program requirements. Staff-assisted services will be emphasized and WSC services will be continuously promoted and provided until the customer achieves stated goal, the customer terminates services voluntarily, or the customer ceases to participate (soft-exits).

Using regional labor market information, the WSC will design and provide services to meet the needs of employers and jobseeker customers.

City WorkSource Center customers, if eligible, will be enrolled in the performance pool of both the Educational Institutions and the WIA Title I programs (Adult and Dislocated Worker, as appropriate). All Trade Adjustment Assistance as well as National Emergency Grant customers will also be enrolled in the performance pool of the WIA Title I Dislocated Worker Program. At this time, WIA Title I Youth customers are not considered a part of the common customer pool, as the needs and the services available to that population are different.

Based upon the integrated service delivery model, Educational Institutions customers may be enrolled into approved WIA-supported training and Individual Training Accounts (ITAs). Both Educational Institutions and WIA funded staff will work together to identify the educational training needs of the WSC customers, and based on jointly developed procedures will ensure program eligibility prior to enrollment in training. Should an ineligible individual be enrolled in a WIA funded training activity that results in disallowed costs and the repayment of funds, the center making the determination will be financially responsible for the repayment of WIA funds.

All WSC customers, including Unemployment Insurance claimants, will be provided with the opportunity to assess and improve their skills, and to obtain the best job possible with these skills. The goal is that all jobseekers that enter a WSC will leave as better job candidates because of the value-added services received.

The City’s WorkSource Center customer flow design will provide participants with standardized initial skills assessments, with access to a wide range of skill development services, and with opportunities for skill upgrading, skill validation, and credentialing.

The City’s WorkSource Centers will provide a wide range of short-term skill development opportunities through multiple service delivery methods. All services will be available to and
easily accessed by WSC customers, either in physical locations or through electronic connections. Educational Institutions will make available core services that are applicable to AEFLA and Perkins III through the WSC, either in lieu of or in addition to making these services available at the WSC site.

**Functional Versus Formal Leadership**

City WorkSource Center staff will be supervised based upon two different approaches – functional and formal supervision. The functional leader has the authority to organize and supervise staff, without regard to the program that funds an individual staff member and will focus on day-to-day supervision of service delivery efforts. The formal leader has responsibilities as the Employer of Record.

The functional leader:

- Creates daily work schedules, team assignments and work flow based upon operational needs.
- Coordinates staff vacations/unscheduled absences with the formal leader to ensure service coverage by WSC staff.
- Ensures staff are properly trained and provided technical assistance as needed.
- Provides constructive feedback to team staff regarding their duties.
- Facilitates communication among the other functional leaders and teams in the WSC.
- Provides input to the formal leader on the work performance of staff under their purview.
- Notifies the formal leader immediately of all staff requests for leave or unexcused absences, disciplinary needs, or changes in employee status.
- Identifies and facilitates the timely resolution of complaints, problems, and other issues.
- Will not have access to personnel information or disciplinary actions of WSC staff, unless operating as employer of record.

The formal leader has the following responsibilities for WSC staff operating under an employer of record relationship:

- Hires, disciplines, and/or terminates staff.
- Completes performance appraisals and disciplinary actions for WSC staff in concert with feedback from the functional leader.
- Approves payroll records, travel requests, and reimbursements.
- Identifies and facilitates the timely resolution of complaints, problems, and other issues.
- Approves and assists with procurement and other fiscal matters that obligate State or federal funds under their purview.
- Ensure open communication with the functional leader(s) and Center Manager in order to facilitate efficient and effective Center operations.
SECTION III
Specific Roles and Responsibilities

City of Los Angeles Economic and Workforce Development Department (CLAEWDD)
The CLAEWDD serves as the program and administrative entity responsible for the Local Workforce Investment Act Title I funds and for managing the America's Job Centers of California operators. The CLAEWDD will ensure that the WSC operators designate a functional supervisor responsible for staff at each WSC.

The CLAEWDD will ensure that:

1. Each WSC operates under an integrated services delivery model at the assigned site(s) and that WSC are meeting all system, and program goals.
2. All decisions relative to the WSC are made in the best interest of the customers and in alignment with local, state, and federal policies.
3. Each WSC develops a thorough working knowledge of all applicable laws, regulations, and policies to ensure proper implementation of the integrated services delivery model within the WSC.
4. Each WSC develops interagency agreements, such as MOU and Resource Sharing agreements; reviewing and updating as necessary.
5. Create WSC standard operating procedures that facilitate customer-focused work processes within each functional area, between and across functions.
6. Communicate all new (or changed) policies, procedures, and/or processes with relevant staff to ensure they have the most up-to-date and current information affecting their work.
7. All WSC functions are staffers appropriately and workload is organized to facilitate implementation of WSC integrated delivery system goals.
8. WSC continually improve upon the Center’s products and services and adjust, as necessary, in response to customer feedback.

Local Workforce Investment Board (WIB)
The WIB is responsible for policy oversight and for aligning workforce development services and strategies to meet local and regional workforce and economic needs. The WIB will use policies and processes (developed by the City) to provide consistent and continuous evaluation of system service delivery and partner activities. The WIB will coordinate with the City in determining the appropriate workforce services offered at the WSC. Moreover, the WIB will provide leadership and advocacy for maintaining a quality and continuous improvement focus in order to ensure excellent customer service in the local WSC.

Educational Institutions
The Los Angeles Community College District is the local level administrators Title II of WIA (Adult Education and Family Literacy Act, AEFLA) and the Carl D. Perkins Vocational and Technical Education Act of 1998, Section 132 (Perkins III), and are a key partners in the local WSC System. The Educational Institutions will provide the administrative/policy guidance and available staffing resources to the WSC for the necessary AEFLA and Perkins III-funded staffing and services required of the WSC. The Educational Institutions will provide and support staff.
development activities that enhance the implementation of integrated services delivery and quality services to system customers.

SECTION IV
Terms
This MOU will remain in effect until re-negotiated by authorized representatives from the entities hereto. It shall be reviewed by the parties as necessary or at least every two years, and may be amended to change the scope and terms if mutually agreed upon and approved by authorized representatives of the participating entities. Such changes shall be incorporated as a written amendment to this Agreement.

Signatures
By signature hereto, the parties attest to participation of the development of this MOU and will support and implement the provisions contained herein.

Adriana D. Barrera, Ph.D.
Printed Name  Signature  Date
Chancellor, Los Angeles Community College District

Printed Name  Signature  Date
Chair, Los Angeles City Workforce Investment Board

Printed Name  Signature  Date
General Manager, Los Angeles Economic and Workforce Development Department
Memorandum of Understanding

Between the State of California Department of Rehabilitation

&

The City of Los Angeles WIA Workforce Development System

WITNESSETH

WHEREAS, the City of Los Angeles Economic and Workforce Development Department, the City of Los Angeles Workforce Investment Board, and the State of California Department of Rehabilitation (collectively, referred to as the “Parties”) desire to enter into an Agreement wherein services are to be made available through the Workforce Investment Act American Job Centers (locally designated, City of Los Angeles WorkSource Centers, a proud partner of America’s Job Centers of California (AJCC)) effective July 1, 2014;

WHEREAS, the U.S. Department of Labor (DOL) created a unifying brand to define the workforce development system (TEGL 36-11) and the California Employment Development Department (EDD) subsequently released instructions via the Workforce Services Information Notices (WSIN 12-7, 12-43 and 12-54) that provide guidance for the California One-Stop Career Centers that allows use of the AJCC logo in conjunction with the logo or mark of another entity;

WHEREAS, the City has proposed a WorkSource System redesign to better align workforce delivery system employment and training services to high-growth sectors that offer living-wage career paths; and

WHEREAS, this system redesign will implement an Integrated Services Delivery Model, which will significantly increase the enrollment of job seekers into the workforce development system; and

WHEREAS, this system redesign will harness new technologies and web-based applications to better serve participants; and

WHEREAS, this system redesign will leverage strategic partnerships with education, employment training, and social-service providers to provide more comprehensive services to program participants; and

WHEREAS, this system redesign will increase service levels for targeted vulnerable populations, including, Veterans, Individuals with Disabilities, Older Workers, English Language Learners, Homeless Individuals, and Ex-Offenders,

WHEREAS, this system redesign may result in changes in the operators of the AJCC, for which an update of the references to the centers may be in order; and
WHEREAS, the Workforce Investment Act requires an agreement as to how services will be provided and resources shared at an AJCC; and

WHEREAS, the City of Los Angeles Workforce Development System is interested in complying with the WIA Act and in responding to the California Workforce Investment Board’s desire that an MOU and Resource Sharing Agreement are in place.

NOW, THEREFORE, the Parties agree to enter into this agreement be effective July 1, 2014 as follows:
This Memorandum of Understanding (MOU) (hereinafter, "this MOU") is entered into between the City of Los Angeles Economic and Workforce Development Department (hereinafter "City"), acting as the program and administrative entity responsible for the Local Workforce Investment Act Title I funds, the City of Los Angeles Workforce Investment Board, and the State of California Department of Rehabilitation (hereinafter "CA DOR"), as designee of the Governor of California under the Workforce Investment Act of 1998 (WIA), P.L. 105-220.

This MOU sets forth the terms of cooperation and support in building and maintaining an integrated service delivery system characterized by integrated career center staffing, integrated customer pool, integrated customer flow, and integrated technology for the system. The parties to this MOU will work jointly to provide high quality services that are responsive to the needs of workers and businesses and to the economic viability of the City, with the primary focus of connecting citizens to employment in a timely and effective manner.

It is understood that the WIA Title I Adult and Dislocated Worker programs and the Wagner-Peyser Employment Services TAA program are funded through federal allotments. The laws and regulations governing the use of these funds require that partners maintain fiduciary responsibility for the funds under their control.

SECTION I

Vision
The City’s America’s Job Centers of California system will provide improved performance, more coordinated access to services, and accountability of workforce development service delivery. The new vision for the America’s Job Centers of California system is that all customers of the system will be served by staff irrespective of program or funding source, through a customer-focused, skill-based, integrated service delivery strategy.

The City’s America’s Job Centers of California system will provide integrated services to better serve customers – both individuals and employers. This system will feature an integrated customer flow that responds to customer need(s), under the leadership of cross-trained employees of both Wagner-Peyser and WIA Title I, and other partners, as appropriate.

SECTION II

Mutual Understandings
Redesigning the America’s Job Centers of California system by emphasizing an integrated service delivery model not only supports the movement towards a seamless united approach, but also recognizes the mutual strengths of the partners’ employment and training services. Under this model, staff from the CA DOR and from the WIA contractors will work collaboratively, and shift from program specific approaches to an integrated services approach. As such, both staff will be integrated into functional units not separated by program or funding stream. In addition to WIA and Wagner-Peyser funded, other partners and programs will be encouraged to participate in the staffing of WSC.

Both CA DOR and WIA contractor staff will implement an integrated customer flow design structured to respond not only to customer need but also to program requirements. Staff-assisted
services will be emphasized and WSC services will be continuously promoted and provided until the customer achieves stated goal, the customer terminates services voluntarily, or the customer ceases to participate (soft-exits).

Using regional labor market information, the America’s Job Centers of California will design and provide services to meet the needs of employers and jobseeker customers.

America’s Job Centers of California customers, if eligible, will be enrolled in the performance pool of both the Wagner-Peyser and the WIA Title I programs (Adult and Dislocated Worker, as appropriate). All Trade Adjustment Assistance as well as National Emergency Grant customers will also be enrolled in the performance pool of the WIA Title I Dislocated Worker Program. At this time, WIA Title I Youth customers are not considered a part of the common customer pool, as the needs and the services available to that population are different.

Based upon the integrated service delivery model, CA DOR customers may be enrolled into approved WIA-supported training and Individual Training Accounts (ITAs). Both Wagner-Peyser and WIA funded staff will work together to identify the training needs of the WSC customers, and based on jointly developed procedures will ensure program eligibility prior to enrollment in training. Should an ineligible individual be enrolled in a WIA funded training activity that results in disallowed costs and the repayment of funds, the center making the determination will be financially responsible for the repayment of WIA funds.

All WSC customers, including Unemployment Insurance claimants, will be provided with the opportunity to assess and improve their skills, and to obtain the best job possible with these skills. The goal is that all jobseekers that enter a American Job Center of California will leave as better job candidates because of the value-added services received.

The America’s Job Centers of California customer flow design will provide participants with standardized initial skills assessments, with access to a wide range of skill development services, and with opportunities for skill upgrading, skill validation, and credentialing.

The America’s Job Centers of California will provide a wide range of short-term skill development opportunities through multiple service delivery methods. All services will be available to and easily accessed by WSC customers, either in physical locations or through electronic connections.

**Functional Versus Formal Leadership**
America’s Job Centers of California staff will be supervised based upon two different approaches – functional and formal supervision. The functional leader has the authority to organize and supervise staff, without regard to the program that funds an individual staff member and will focus on day-to-day supervision of service delivery efforts. The formal leader has responsibilities as the Employer of Record. CA-DOR employees shall be supervised by their DOR supervisors. CA-DOR supervisors will work in good faith with WSC to determine availability of DOR staff for participation in WSC activities. Nothing in this MOU should be interpreted so as to CA-DOR staff report to or take direction from supervisors of WSC.
The functional leader:

- Creates daily work schedules, team assignments and work flow based upon operational needs.
- Coordinates staff vacations/unscheduled absences with the formal leader to ensure service coverage by America’s Job Centers of California staff.
- Ensures staff are properly trained and provided technical assistance as needed.
- Provides constructive feedback to team staff regarding their duties.
- Facilitates communication among the other functional leaders and teams in the America’s Job Centers of California.
- Provides input to the formal leader on the work performance of staff under their purview.
- Notifies the formal leader immediately of all staff requests for leave or unexcused absences, disciplinary needs, or changes in employee status.
- Identifies and facilitates the timely resolution of complaints, problems, and other issues.
- Will not have access to personnel information or disciplinary actions of America’s Job Centers of California staff, unless operating as employer of record.

The formal leader has the following responsibilities for WSC staff operating under an employer of record relationship:

- Hires, disciplines, and/or terminates staff.
- Completes performance appraisals and disciplinary actions for WSC staff in concert with feedback from the functional leader.
- Approves payroll records, travel requests, and reimbursements.
- Identifies and facilitates the timely resolution of complaints, problems, and other issues.
- Approves and assists with procurement and other fiscal matters that obligate State or federal funds under their purview.
- Ensure open communication with the functional leader(s) and Center Manager in order to facilitate efficient and effective Center operations.

SECTION III
Specific Roles and Responsibilities

City of Los Angeles Economic and Workforce Development Department (CLA EWDD)

The CLAEWDD serves as the Local Workforce Investment Act Title I program and administrative entity having fiduciary responsibility for WIA fund and responsible for managing the WorkSource Center operators. The CLAEWDD will ensure that the WSC operators designate a functional supervisor responsible for staff at each WSC. The CLAEWDD will ensure that:

1. Each American Job Center of California operates under an integrated services delivery model at the assigned site(s) and that American Job Center of California are meeting all system, and program goals.
2. All decisions relative to the America’s Job Centers of California are made in the best interest of the customers and in alignment with local, state, and federal policies.
3. Each American Job Center of California develops a thorough working knowledge of all applicable laws, regulations, and policies to ensure proper implementation the integrated services delivery model within the American Job Center of California.

4. Each American Job Center of California develops interagency agreements, such as Memorandum of Operation (MOO) and Resource Sharing agreements; reviewing and updating as necessary.

5. **Create WSC standard operating procedures that facilitate customer-focused work processes** within each functional area, between and across functions.

6. Communicate all new (or changed) policies, procedures, and/or processes with relevant staff to ensure they have the most up-to-date and current information affecting their work.

7. All WSC functions are staffed appropriately and workload is organized to facilitate implementation of WSC integrated delivery system goals.

8. WSC continually improve upon the Center's products and services and adjust, as necessary, in response to customer feedback.

**Local Workforce Investment Board (WIB)**
The WIB is responsible for strategic planning, policy development, oversight of workforce development services and strategies to meet local and regional workforce and economic needs. The WIB enters into MOU with One-Stop operators, and is responsible for certification of these operators. The WIB will use approved policies and processes to provide consistent and continuous evaluation of system service delivery and partner activities. The WIB will coordinate with the City in determining the appropriate workforce services offered at the WSC. Moreover, the WIB will provide leadership and advocacy for maintaining a quality and continuous improvement focus in order to ensure excellent customer service in the local WSC.

**California Department of Rehabilitation**
CA DOR is the state level administrator of Rehabilitation Services Administration federal funds and is a mandated partner of the Local Workforce Investment Board (WIB). CA DOR works in partnership with consumers and other stakeholders to provide services and advocacy resulting in employment, independent living, and equality for individuals with disabilities. CA DOR will provide the administrative/policy guidance and available staffing resources to the WSC for the necessary services required of the WSC. In addition, CA DOR will provide and support staff development activities that enhance the implementation of integrated services delivery and quality services to system customers.

**SECTION IV**

**Terms**
This MOU will remain in effect until re-negotiated by authorized representatives from the entities hereto. It shall be reviewed by the parties as necessary or at least every two years, and may be amended to change the scope and terms if mutually agreed upon and approved by authorized representatives of the participating entities. Such changes shall be incorporated as a written amendment to this Agreement.
Signatures
By signature hereto, the parties attest to participation of the development of this MOU and will support and implement the provisions contained herein.

William Scoles
District Administrator
California Department of Rehabilitation

Printed Name: William Scoles, MSW
Signature: [Signature]
Date: 5/21/14

Printed Name: Chair, Los Angeles Workforce Investment Board Chairperson
Signature: [Signature]
Date: [Date]

Printed Name: General Manager, Los Angeles Economic and Workforce Development Department
Signature: [Signature]
Date: [Date]
Memorandum of Understanding

Between the State of California Employment Development Department
Los Angeles-Ventura Workforce Services Division

&

The City of Los Angeles WIA Workforce Development System

WITNESSETH

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SECTION II

Mutual Understandings
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MOU State of California EDD & City of Los Angeles WDS

- Coordinates staff vacations/unscheduled absences with the formal leader to ensure service coverage by America’s Job Centers of California staff.
- Ensures staff are properly trained and provided technical assistance as needed.
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1. Each American Job Center of California operates under an integrated services delivery model at the assigned site(s) and that American Job Center of California are meeting all system, and program goals.
2. All decisions relative to the America’s Job Centers of California are made in the best interest of the customers and in alignment with local, state, and federal policies.
3. Each American Job Center of California develops a thorough working knowledge of all applicable laws, regulations, and policies to ensure proper implementation the integrated services delivery model within the American Job Center of California.
4. Each American Job Center of California develops interagency agreements, such as Memorandum of Operation (MOO) and Resource Sharing agreements; reviewing and updating as necessary.
**Signatures**

By signature hereto, the parties attest to participation of the development of this MOU and will support and implement the provisions contained herein.

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<th>Printed Name</th>
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<td>Division Chief, Los Angeles – Ventura Workforce Services Division</td>
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<td>California Employment Development Department</td>
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<td>Chair, Los Angeles Workforce Investment Board Chairperson</td>
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<td>General Manager, Los Angeles Economic and Workforce Development Department</td>
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