

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

Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) is developed and executed between the Local Board and the partners of the America's Job Center of California (AJCC) to establish an agreement concerning the operations of the AJCC delivery system. Pursuant to California Employment Development Department (EDD) Directive WSD15-12, WIOA Memorandums of Understanding, the purpose of this MOU is to establish a cooperative working relationship among the Parties identified herein, and to define their respective roles and responsibilities related to shared customers and shared services. This MOU also serves to establish the framework for providing shared services to employers, incumbent workers, job seekers and others needing workforce development services.

AJCC's are the cornerstone of California's workforce development system. The AJCC system partners are jointly responsible for workforce and economic development, educational, and other human service programs. Therefore, the AJCC system is tasked with developing partnerships and providing programs and services to achieve three main goals established by the *California Workforce Development Strategic Plan*:

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

These goals 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 the following:

- Looking for a job
- Building basic educational or occupational skills
- Earning a post-secondary certificate or degree
- Obtaining guidance on making career choices
- Seeking to identify and hire skilled workers

The past performance and successes of the Los Angeles County Workforce Investment Board and its partners under the Workforce Investment Act is due to high quality comprehensive services offered through the collaborative efforts of local and regional partnerships. Looking forward, central coordination of business services will increase strategic alignment and investment of training resources and sector priorities with AJCC system partners, and strengthen coordination of efforts to more effectively meet the employment and training needs of employers. Businesses and employers will have access to a larger and more competitive pool of job seekers. Sharing regional labor market information and using common economic intelligence data to inform decisions and priorities will enhance coordination and collaboration between and among all AJCC system partners.

The Los Angeles County Workforce Development Board (WDB) and AJCC system partners are committed to advancing the achievement of the local *Los Angeles County Regional Strategic Workforce Plan* under WIOA for the benefit of businesses, employers and jobseekers of Los Angeles County.

Vision

To enable the upward mobility and prosperity of Los Angeles County residents, particularly those with barriers to employment, by increasing access to quality workforce development, training and educational opportunities in the region.

Mission

To create an innovative, well-coordinated, integrated, and data-driven workforce development system that is aligned with economic development to meet the needs of employers and prepare youth and adults with the knowledge and skills needed for the jobs of tomorrow.

Goals

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

- Develop industry-driven career pathways that prepare people for in-demand occupations in high growth industry sectors based on annual review of economic intelligence and labor market information.
- Support system alignment, service integration, and continuous improvement using data to support evidence-based decision-making.
- Strengthen communication, coordination, and decision-making between regional partners to meet labor market needs.
- Enhance existing networks between education, business and industry representatives, labor and other regional workforce development partners to develop new and align existing programs and services with regional and industry needs.
- Support the development and continued collaboration between regional workforce and economic development networks in the Los Angeles region to address workforce education and training priorities.
- Develop regional leadership and operational partnerships among community college, industry, labor, and other workforce and economic development entities to strengthen coordination and to improve the delivery of services.
- Increase the number of youth and adults who obtain marketable and industry-recognized middle skill credentials, with a priority on unemployed, underemployed, low-skilled, low-income, recipients of public assistance, limited English speaking, veterans, individuals with disabilities, foster youth, reentry and other high priority at-risk populations.
- Increase the scope and breadth of opportunities for youth, especially low-income, at-risk, disconnected and out-of-school youth, and those from low-income communities, who graduate prepared for postsecondary vocational training, post-secondary education, and/or a career.

Values

The following are values shared by the Parties to this MOU:

Accountability

We accept individual responsibility for the quality of service provided to customers and the overall success of the system. We strive to make our practices transparent and to make our reports accessible to foster a system of shared accountability.

Collaboration

We work constructively together to better align, integrate, and coordinate the delivery of services. We recognize the importance of meaningful cooperation and compromise in ensuring the vitality and success of the system as a whole.

Excellence

We are committed to excellence and continuous improvement in all aspects of our individual and collective work. We are dedicated to providing all customers with an exemplary level of service that meet their diverse and unique needs.

Innovation

We strive to develop and adopt new strategies and methods to add value for our customers and our communities. We incorporate new tools and technologies into our work to facilitate communication, data sharing, and to streamline the delivery of services.

Partnership

We acknowledge the synergy produced from working together as true partners to operate the Los Angeles County AJCC system. We foster shared leadership and strive to build consensus to structure and oversee a system that reflects our shared goals.

Responsiveness

We aspire to operate a system that constantly seeks feedback from customers and stakeholders to stay ahead of economic and workforce development trends to deliver valuable and cutting-edge services.

Respect

We recognize and appreciate the diversity of our customers and their unique needs, particularly for individuals who face barriers to employment. We are committed to treating all individuals with the courtesy, dignity, and respect.

The Parties

- WIOA Title I Adult, Dislocated Worker, Youth: L.A. County Community & Senior Services

- WIOA Title II Adult Education and Literacy (25): Antelope Valley Union High School District; Azusa Unified School District; Baldwin Park Unified School District; Bassett Unified School District; City of Azusa; Claremont Unified School District; City of Covina; Culver City Unified School District; El Monte Union High School District; El Rancho Unified School District; Glendora Unified School District; Hacienda La Puente Unified School District; Literacy for all of Monterey Park (LAMP) Literacy Program; Los Angeles Unified School District, Lynwood Unified School District; Monrovia Unified School District; Montebello Unified School District; Mt. San Antonio Community College District; Paramount Unified School District; Pomona Unified School District; Rowland Unified School District; Santa Monica Community College District; Santa Monica-Malibu Unified School District; Whittier Union High School District; William S. Hart Union High School District
- WIOA Title III Wagner-Peyser: Employment Development Department (EDD)
- WIOA Title IV Vocational Rehabilitation: California Department of Rehabilitation (DOR)
- Carl Perkins Career Technical Education (6): Antelope Valley College; Citrus College; College of the Canyons; Mt. San Antonio College; Rio Hondo College; Santa Monica College
- Title V Older Americans Act: Community & Senior Services, Area Agency on Aging
- Los Angeles Job Corps: Department of Labor operated in Los Angeles County by YWCA Greater Los Angeles
- Native American Programs: Department of Labor operated in Los Angeles County by Southern California Indian Center, Inc.
- Migrant Seasonal Farmworkers: Employment Development Department (EDD)
- Veterans (JVSG): Employment Development Department (EDD)
- Youth Build: Department of Labor operated in Los Angeles County by Youth Policy Institute
- Trade Adjustment Assistance Act: Employment Development Department (EDD)
- Community Services Block Grant: L.A. County Department of Public Social Services
- Housing & Urban Development: L.A. County Community Development Commission
- Unemployment Compensation (Insurance): Employment Development Department (EDD)
- Second Chance: Los Angeles County Probation Department
- Temporary Assistance to Needy Families: L.A. County Department of Public Social Services

Responsibility of the AJCC System Partners

The Parties to this MOU agree to participate in joint planning, coordination and evaluation of AJCC activities to serve shared customers and deliver shared services, as appropriate, in order to:

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

AJCC System Design

The Los Angeles County local workforce development system is comprised of 8 Comprehensive AJCCs, which provide access to mandated partner services, including full co-location of our State partners, EDD, and 4 additional AJCCs, one of which is a dedicated countywide veterans AJCC. We also operate 8 Affiliates to the Comprehensive AJCCs and AJCCs, including one jail-based AJCC at the Pitchess Detention Center in Castaic.

The Los Angeles County AJCC system is an Integrated Service Delivery (ISD) system with EDD. All of the AJCCs in our system provide a single access point to education and training programs for both adults and youth. The youth workforce development program, Youth@Work, is inclusive of the Workforce Innovation and Opportunity Act (WIOA) Title I Youth Program and the County's Subsidized Youth Work Experience Program, referred to as Work Based Learning (WBL), and Youth/Young Adult Workforce Development special initiatives.

The Youth@Work program is designed to deliver work-based learning, academic and career development and advanced career services to Youth with direct access to the Adult program when and if needed. 100% of WIOA Youth funding under the Youth@Work program is designated for older, disconnected out-of-school youth, ages 17-24. Non-WIOA funding under the Youth@Work program supports subsidized work-based learning for youth ages 14-24 and also academic and career development for in-school youth, ages 16-21.

Comprehensive AJCCs and AJCCs deliver high quality integrated workforce services and implement sub-regional strategies, in coordination with mandated partners and other key stakeholders, within one of 8 designated economic development regions of Los Angeles County. The 8 workforce regions are *Antelope Valley, Santa Clarita Valley, San Gabriel Valley, South Bay, Gateway Cities, Westside, Central, and San Fernando Valley*. The County has further carved out 10 sub-regions to maximize service delivery, in all areas that are under the purview of the Los Angeles County Workforce Development Area. The 10 sub-regions are Antelope Valley, East San Gabriel Valley, East Los Angeles/West San Gabriel Valley, Gateway Cities, Pomona Valley, Rancho Dominguez, Rio Hondo, South Los Angeles, Westside and Santa Clarita Valley. Each sub-region has a Comprehensive AJCC and an Affiliate, or an AJCC that are located at, or in close proximity to, community colleges and adult schools.

Shared Services

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

AJCCs are a central point of entry to employment and training programs for any individual, without regard to eligibility; for information on job vacancies, career options, financial aid, employment trends, and labor market information; as well as workforce development services and programs provided by mandated partners.

Los Angeles County's ISD design allows for the Parties to this MOU to deliver shared and complementary services in collaboration with a diverse scope of regional partners (see chart below) and service delivery providers designed to reach more job seekers. Sector-focused strategies will increase access to career technical education and career pathway programs to better prepare jobseekers for in-high demand occupations in high growth industries.

	WIOA Title I Adult	WIOA Title I Dislocated Worker	WIOA Title I Youth	WIOA Title II Adult Education	WIOA Title III Wagner-Peyer Act	Title I of Rehabilitation Act	Cari D. Perkins Career and Technical Education	Title V Older Americans	L.A. Job Corps	Native American Programs
Assess Skills and Needs; Eligibility; Intake; Orientation	X	X	X	X	X	X	X	X	X	X
Assist with Tuition/Fees	X	X	X							
Develop Curriculum/Programs	X	X	X	X		X	X	X	X	X
Deliver Training	X	X	X	X		X	X		X	X
Engage Employers	X	X	X	X	X	X	X	X	X	X
Identify Industry-Recognized Credentials	X	X	X			X	X	X	X	X
Provide Counseling (Academic/Personal/Career)	X	X	X	X	X	X	X	X	X	X
Provide Case Management	X	X	X			X	X			X
Provide Informational Services	X	X	X	X	X	X	X	X	X	X
Provide Job Placement	X	X	X	X	X	X	X	X		
Provide Job Search Assistance	X	X	X	X	X	X	X	X	X	X
Provide Labor Market Information	X	X	X	X	X	X	X	X	X	X
Provide Support Services	X	X	X							
Provide Work-Based Learning Opportunities	X	X	X			X	X	X	X	X
Recruit and Make Referrals	X	X	X	X	X	X		X	X	X
Housing									X	

	Migrant Seasonal Farmworkers	Veterans (JVSG)	Youth Build	Trade Adjustment Assistance Act	Community Services Block Grant	Housing and Urban Development	Unemployment Compensation	Second Chance	TANF
Assess Skills and Needs; Eligibility; Intake; Orientation	X	X	X	X	X	X		X	X
Assist with Tuition/Fees			X		X	X			
Develop Curriculum/Programs			X		X	X		X	X
Deliver Training			X		X			X	X
Engage Employers	X	X	X	X	X		X	X	X
Identify Industry-Recognized Credentials			X		X				
Provide Counseling (Academic/Personal/ Career)	X	X	X	X	X	X		X	X
Provide Case Management		X	X	X	X			X	X
Provide Informational Services	X	X	X	X	X	X	X	X	X
Provide Job Placement	X	X	X	X	X			X	
Provide Job Search Assistance	X	X		X	X	X		X	X
Provide Labor Market Information	X	X	X	X	X	X		X	X
Provide Support Services				X	X	X		X	X
Provide Work-Based Learning Opportunities			X		X			X	X
Recruit and Make Referrals	X	X	X	X	X	X		X	X
Housing									

Shared Business Services

In providing services to the entire Los Angeles County region, the Parties to this MOU agree to collaborate to identify strategies and opportunities for regional and coordinated business engagement efforts that respond to industry and labor market needs.

Shared Customers

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

Adult job seekers in search of pre-employment services, training for in-demand occupations, or those seeking a new career, including low-income; individuals on public assistance; limited English speaking; basic skills deficient; unemployment insurance claimants, veterans and their eligible spouses; homeless; persons with disabilities; and formerly incarcerated individuals.

Dislocated Workers who need support and services to re-connect to employment or who need additional training and services for employment in new or emerging industry sectors, or a new career.

Youth, age 14-24, especially disconnected youth who did not complete high school, not currently enrolled in school, or not working, including foster youth and probation youth.

Customer Service and Quality Control

The Parties to this MOU agree to jointly develop, implement, and regularly evaluate a Customer Service and Quality Control Plan (Plan) for AJCCs by December 2016 to ensure that a high level of service is provided throughout the term of the MOU. This Plan will include a system for on-going and periodic review to ensure quality customer service, quality programs and services, and quality training. Planned and unscheduled visits to AJCCs will be conducted by the Parties to this MOU and records of such visits and inspections will be shared and discussed with AJCC Operators, and written reports provided to all Partners. Reports will be maintained, including the timeliness and status of follow-up or corrective action, if any.

AJCCs will provide surveys for customers and employers to complete online and at all AJCCs to evaluate the quality of services. Quarterly reports on customer satisfaction survey results will be provided to all Los Angeles County AJCC system partners.

Shared Costs

The Parties to this MOU agree to explore a fair and equitable cost sharing formula by March 1, 2017 to comply with the December 31, 2017 deadline for approval of an updated MOU. Cost Sharing Agreements for Los Angeles County administered services will be negotiated through Community and Senior Services as the designated intermediary. The Parties will ensure that the shared costs, not excluding in-kind contributions, are supported by accurate data in accordance with local district and governing board policies.

Referral of Shared Customers

The Parties to this MOU may manage referrals through, but not limited to, the following methods:

- Training of designated staff
- Use of the state's CalJobsSM system
- A portal listing the respective programs and contacts for each AJCC system partner

Los Angeles County Community and Senior Services, with input from the Parties to this MOU , will develop a web-based system for referrals through which on-site and off-site referrals can be tracked to and from any of the Los Angeles County AJCC system partners. The Parties to this MOU will have access to cross-training for staff to use of the state-mandated CalJOBSSM system. Los Angeles County will provide all of the Parties to this MOU with access to CalJOBSSM and work with EDD to develop a system for referrals.

AJCCs will provide access to County AJCC system partner's programs through cross-referrals; co-location, or other integration as appropriate, of MOU party staff at AJCCs; post and disseminate printed information and materials on partner services and programs and locations; provide information sessions to shared customers at Los Angeles County AJCC system partner sites.

Access for Individuals with Barriers to Employment

Los Angeles County's AJCC system is an access point to workforce development, education and training programs for individuals with barriers to employment. Accordingly, the Parties to this MOU agree to ensure that all sites where workforce development services are delivered are accessible by transportation. Individuals with barriers to employment include: low-income, individuals on public assistance, limited English speaking; basic skills deficient, unemployment insurance claimants, Veterans and their eligible spouses, homeless, foster youth; probation youth, persons with disabilities, re-entry and Prop 47 beneficiaries with reclassified sentences.

Los Angeles County's workforce development system includes a dedicated Veteran's AJCC to ensure tailored and culturally sensitive strategies are developed and implemented; and a Jail based AJCC to provide pre-release employment and training services and referrals for this high priority populations with significant barriers to employment.

100% of WIOA Youth funding is dedicated to older, disconnected out-of-school youth. WIOA Youth services are integrated with WIOA adult services. This allows youth age 18 -24 to have access to a continuum of services and support from both the adult and youth programs, as appropriate and allowable.

A specialized job center for Veterans, and one that provides pre-release employment services to Incarcerated Individuals, leverage WIOA and non-WIOA resources to increase access to tailored services to these high priority individuals with barriers to employment.

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

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

Shared Technology and System Security

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

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

Los Angeles County will maximize appropriate features of the State's CalJOBS system to implement data and demand driven initiatives to improve employment outcomes for high-growth industries and priority populations. CalJOBS is a State system and access will be increased from community centers, and libraries to allow participants to gain access to information about the local labor market, in-demand occupations and employment opportunity. LA County Community and Senior Services will allow the use of CalJOBS as the singular system for the data collection and the reporting of WIOA participant performance.

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

The Los Angeles County's AJCC Workforce Development System (WDS) may have in their possession large quantities of protected PII relating to their organization and staff; partner organizations and their staff; and individual program participants. This information is generally found in on-line systems, personnel files, participant data sets, performance reports, program evaluations, grant and contract files and other sources.

All The Parties to this MOU agree to designate staff to attend and receive training on shared technology and system security, and sign an acknowledgment of responsibility in regards to DOL Funded data systems and protected PII.

Confidentiality

The Parties to this MOU agree to the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, will be confidential and will not be open to examination for any purpose not directly connected with the delivery of such services.
- To abide by the existing Los Angeles County Workforce Development Board policy on the Protection of Personally Identifiable Information, which can be found on the Workforce Development Board website.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers unless a specific release is voluntarily signed by the participant or customer.
- To abide by the current confidentiality provisions of the respective statutes to which the AJCC system partners must adhere, and will share information necessary for the administration of the program as allowed under law and regulation.

Non-Discrimination and Equal Opportunity

The Parties to this MOU will not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry, religion, national origin, English proficiency, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status.

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

The Parties to this MOU will commit to capacity building, professional development, and cross training for staff to increase awareness, sensitivity, and understanding of individuals with barriers to employment and individuals with disabilities.

The Parties to this MOU will abide by the existing policies of the Workforce Development Board of Los Angeles County on Non-discrimination and Equal Opportunity and on Reasonable Accommodation. These policies are published on the Los Angeles County Workforce Development Board website.

The Parties also agree to post the following in highly visible locations: Non-discrimination; Equal Opportunity Policies and Procedures; Equal Opportunity is the LAW Posting; and Grievance and Complaint Procedures posters in English and Spanish to any interested parties and members of the public.

Grievances and Complaints Procedure

The Parties to this MOU agree to abide by grievance procedures as outlined in WIOA and in the operational procedures of all partners under federal, state, county and local jurisdictions. The County of Los Angeles has its own established Program Grievance/Complaint Procedures. They recognize each individual's right to receive fair and impartial treatment under all of its services, and they encourage and support a model of open communication and resolution at all program levels.

All AJCC customers have the right to file a grievance or complaint with the AJCC Operator or with Los Angeles County Community and Senior Services. The grievance/complaint must be filed within one year of the alleged violation. Participants have the right to receive technical assistance to ensure that complaints are properly filed. Such technical assistance include providing instructions on how to file a grievance/complaint.

All grievances/complaints must be in writing and be filed with Los Angeles County Community and Senior Services. Upon receipt of any grievances or complaints, the County of Los Angeles will provide an informal resolution or an administrative hearing. An informal resolution will commence within 10 working days of the date of the complaints. An administrative hearing on any grievance or complaint shall be scheduled within 30 days of filing. The complainant and the respondent will be notified in writing of the hearing 10 days prior to the date of the hearing.

Not later than 60 days after the filing of the grievance or complaint, the Hearing Officer shall send, via certified mail, a written decision to both parties.

Any grievance or complaint may be appealed to EDD. If no decision is reached within 60 days or if either party is dissatisfied with the County of Los Angeles Hearing Officer's determination, the complainant may request a State hearing by submitting a written notice of appeal. Formal complaints may be filed with Los Angeles County Community and Senior Services, 3175 West 6th Street, Los Angeles, CA 90020; Attention: Jhony Acosta, WIOA Grievance Officer (213)738-2605; jacosta@css.lacounty.gov. All complaints will be handled confidentially.

Americans with Disabilities Act, Seismic and Amendments Compliance

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

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

Effective Dates and Term of the MOU

The term of this MOU will be from July 1, 2016 through December 31, 2017.

Modifications and Revisions

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

Termination

The Parties to this MOU understand that implementation of the AJCC system is dependent on the good faith effort of every partner to work together to improve services to the community. The Parties also agree that this is a project in which different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more the Parties to cease being a part of this MOU, said entity will notify the other the Parties to this MOU in writing 30 days in advance of that intention.

Administration and Operations Management

The Parties to this MOU agree the day-to-day supervision of any staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change of work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The Parties to this MOU further agree the office hours for any staff at 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 host agency at the beginning of the fiscal year. Disciplinary actions may result in removal of co-located staff from the AJCCs, and each party will take appropriate action.

Dispute Resolution

The Parties to this MOU agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they will be referred to the management staff of the respective staff employer for discussion and resolution. Should informal efforts at resolution fail, either party may file a formal grievance in accordance with Los Angeles County's grievance procedures. All of the Parties to this MOU agree to be bound by the final determination resulting from that proceeding.

Press Releases and Communications

Participation in media communications by each Party to this MOU will be determined by each Party's designated communications or public relations representative. The Parties to this MOU acknowledge the workforce development system and Job Centers funded by the County of Los Angeles are uniformly branded as Los Angeles County America's Job Centers of California, or L.A. County AJCC.

Hold Harmless/Indemnification/Liability

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

Severability

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

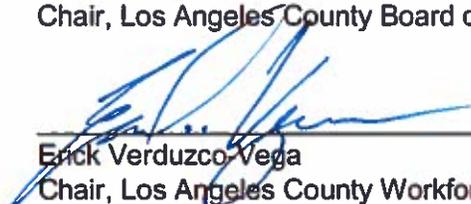
Authority and Signature

The individual signing for each mandated AJCC system partner below have the authority to commit the party they represent to the terms of this MOU.



Hilda L. Solis
Chair, Los Angeles County Board of Supervisors

JUN 21 2016
Date



Erick Verduzco-Vega
Chair, Los Angeles County Workforce Development Board

June 10, 2016
Date

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