

Memorandum of Understanding
Between The Chief Local Elected Official of Mendocino County,
The Mendocino County Workforce Investment Board, and
One-Stop System Partners

I. Purpose

The Mendocino County Workforce Investment Board considers the following to be key to our vision:

- The needs of employers and workers will drive the workforce development system;
- Universal and easy access to the workforce development will be assured;
- Programs and services will be integrated into a seamless and flexible delivery system;
- There will be strong recognition and support for life-long learning and continuous improvement;
- There will be public accountability for system results and outcomes and;
- All members of the community will receive an opportunity to participate to the greatest extent they can in the workforce and become economically self-sufficient and contributing members of our community.

In entering into this agreement, the parties make the commitment to follow not only the basic provisions of WIA, but also to enact the basic guiding principles for California's One-Stop delivery system.

Services offered will be:

Integrated: offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills and affording universal access to the system overall;

Comprehensive: offering a large array of useful information with wide and easy access to needed services;

Customer-Focused: insuring that there will be no "wrong door" for either employer or job seeker customers as well as providing the means for customers to judge the quality of services and make informed choices;

Seamless: integrating services and cross-training staff so that customers receive the most appropriate services without thought to which agency is providing them.

Performance-Based: developing mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction.

II. Parties to the Memorandum of Understanding (MOU)

Parties to the MOU include the Chief Local Elected Official (CLEO) of Mendocino County (i. e. the Board of Supervisors), the Workforce Investment Board (WIB) and the parties listed on the attached Addendum which includes all Workforce Investment Act (WIA) One-Stop required partners. These parties enter into this Memorandum of Understanding for the purpose of

creating a One-Stop partnership to operate as a “single service delivery system” under the Workforce Investment Act (WIA) of 1998.

III. General Provisions

Jointly, the parties to the MOU agree to establish and maintain a One-Stop service-delivery system to increase their capacity to further their mission and serve their customers. This partnership is dedicated to developing a customer-driven collaborative that links employers and job seekers to services. These services include, but are not limited to, employment, training, education, human resource assistance to employers, and career and business development to further the economic growth and vitality of Mendocino County’s businesses and workforce. Primary customers for this partnership are employers and job seekers in Mendocino County.

A. Parties agree to work together according to the following general principles:

- Parties are committed to having a clear mission, vision, and goals adopted by the WIB.
- Parties agree to a collaborative decision making process.
- Parties are committed to being flexible, adopting an entrepreneurial mindset, and being adaptive to changing conditions and resources.
- Parties are committed to measuring progress and fostering continuous improvement towards customer satisfaction, quality service, and outcomes.
- Parties will commit at the highest levels of their organizations. The senior person will sign the MOU document and will attend or designate a representative to attend stakeholders’ meetings to vote on recommendations.
- Parties will draw on the strengths and contributions of all partners and have the responsibility to contribute resources, expertise and talents.
- Parties agree that Labor Market Information (LMI) and customer-driven data such as performance outcomes will be shared to the extent allowed by law.
- Parties commit to a unified, collaborative marketing strategy that will effectively inform job seekers, training and education seekers, employers, and the community at large about the services available through the One-Stop system of Mendocino County.
- Parties will formally demonstrate commitment to the One-Stop system by entering into the MOU agreement.

B. Parties agree to work in partnership with employers according to the following principles:

- Parties are committed to providing services that will build a knowledgeable, skills-based workforce and enhance business value, potential, and competitiveness.

- Parties shall seek and act upon employer input in matters relating to One-Stop planning and operations through a variety of activities. These may include training programs, job development activities, job fairs, networking, human resource services, and open employer forums.
- Parties shall increase employer awareness of the benefits of mutual participation in a local workforce development system dedicated to the principles of customer service, continuous improvement, and community enhancement.
- Parties are committed to providing timely, flexible and results-oriented services to employers.
- Parties agree to use CalJOBS, the State Labor Exchange, as their primary electronic job matching system.
- Employer services provided through the One-Stop system may include: rapid response and plant closure assistance; employer services directory; tax credit information and processing; research in businesses, industries and technologies; local labor market information; staff recruitment and job matching; interviewing facilities; business and technical assistance; and customized training and workshops.

IV. Levels of Service

Levels of service include, but are not limited to, the following:

Core Services:

- Eligibility determination
- Outreach, intake and orientation to services available
- Initial assessment of skills, aptitudes, abilities and supportive services
- Group job search and placement assistance including career counseling
- Provision of employment data and labor market information
- Provision of performance information including cost data related to all services provided
- Provision of information regarding how the local area is performing on local performance measures
- Provision of information regarding supportive services
- Employment referral
- Follow-up services for customers attaining employment, for not less than 12 months of date of employment

Intensive Services:

- Comprehensive and specialized assessments of skill levels
- Individual employment plans
- Individual and group counseling
- Case management
- Short-term pre-vocational services

Training Services:

- Occupational skills training
- On-the-Job training
- Entrepreneurial training
- Skill upgrading
- Employment/job readiness training
- Adult education and literacy activities

V. Referral Process for Career Center Customers

Parties to the MOU agree to develop jointly and mutually implement processes acceptable to all for common intake and referral. Parties agree to cross-train staff on the services of each participating One-Stop partner and the spectrum of related services available through respective agencies.

VI. Governance Structure

Chief Local Elected Official (CLEO)

The Chief Local Elected Official (CLEO) is the Mendocino County Board of Supervisors.

The Workforce Investment Board (WIB)

The Workforce Investment Board (WIB) is appointed by the Board of Supervisors and is comprised of representatives of business (majority and chair), education providers, labor organizations, community-based organizations, economic development agencies, One-Stop partners, and additional members.

The WIB is responsible for oversight authority and accountability of the One-Stop system including (but not limited to) policy development, distribution of funding, formation of a strategic 5 year plan, approval of One-Stop Operators and performance appraisal.

Administrative Entity/Fiscal Agent for the Mendocino County Workforce Investment Area

The County of Mendocino is the administrative entity/fiscal agent for Mendocino County Workforce investment Area.

One-Stop Operator

The One-Stop Operator will be designated by the WIB. The Operator will be responsible for the day to day operations of the centers and for assisting in the coordination of the system generally. The One-Stop Operator will work closely with One-Stop partners in coordinating the services in the various centers as well as within the system as a whole.

One-Stop System Council

The One-Stop System Council shall be comprised of the partners that sign this Memorandum of Understanding. The Council will meet monthly to address system-wide issues, review operations, implement changes, and plan for continuous improvement. Each agency will have

one vote. If The One-Stop System Council cannot resolve an issue, it will be elevated to the full WIB for resolution.

Governance resolutions at every level will be consistent with all federal, state, and local law. Also, where partners have mandated policy restrictions, those restrictions shall be honored.

One-Stop Center Council

One-Stop Centers represent the primary delivery points of core and intensive services to both employers and to the seekers of employment, training, and education. As such, parties to this memorandum understand that such centers are an essential foundation of the larger One-Stop system. Accordingly, beyond the mandates required by the WIB and partner agencies, centers will be allowed maximum flexibility to implement and improve services according to their unique situations. Equally, with regard to issues that arise in a center, the partners within that center will act as the primary point of resolution.

Therefore, each Mendocino Works Employment Resource Center will have a council that includes the partner agencies providing services. Center Councils will meet at least quarterly to review operations, make suggestions for improvements, and resolve problems. Councils will also convene on an ad hoc basis when a significant issue arises and needs to be resolved quickly. If a Center Council cannot reach consensus on a given issue, then the issue will be elevated to the One-Stop System Council.

VII. Universal Access

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any client/participant due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical conditions, age, marital status, or sexual orientation. Parties assure compliance with the Americans with Disabilities Act of 1990 and agree to provide for the promotion of equal, effective and meaningful participation by individuals with disabilities through program accessibility, reasonable accommodations, auxiliary aids and services, and rehabilitation technology.

Parties also commit to developing integrated services that can be delivered either through self-help, in-person, or electronically.

VIII. Confidentiality

Client information shall be shared solely for the purpose of enrollment, referral, or provision of services. Records shall not be open to examination for any purpose not directly related to the delivery of such services or the administration of programs. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

IX. Site Supervision

Parties to this agreement recognize that a number of supervision practices, philosophies, and requirements exist within the various partner agencies. Diverse factors include:

- Different pay scales for similar positions
- Off-site versus on-site supervision
- Union versus non-union staff
- Hours of operation that might include weekends and nights
- Varied holiday schedules
- Sharing of space, equipment, information, and materials

Parties to this agreement will work out in advance—and specify in relevant agreements—arrangements for supervision, addressing at a minimum the above issues, and modifying said practices over time in accordance with new or changing business needs. In any instance where staff is supervised by a supervisor from a different agency, the roles and responsibilities of supervision will be clearly defined both as to functional and administrative authority.

Additionally, while functional guidance may be provided by others, civil service employees who are located at One-Stop Centers shall remain under the supervision of their employing departments for the purposes of performance evaluation, and other matters concerning civil service rights and responsibilities.

The Local Workforce Investment Board certifies that its One-Stop Centers will recognize and comply with applicable labor agreements affecting represented employees located in the Centers.

If work-related issues arise at One-Stop Centers between civil service employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the civil service supervisor. One-Stop Center operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act (Part 2.8 [commencing with Section 12900] of Division 3 of Title 2 of the Government Code), threats and/or violence concerning civil employees, and civil service employee misconduct.

X. Identity

Mendocino Works Employment Resource Centers will be identified by a sign indicating, “Mendocino Works Employment Resource Center.” Partner agencies will also be identified by smaller, uniformly sized signs.

XI. Performance Accountability

WIA reflects a strong commitment to fundamentally refocus the entire system on customer service and performance accountability. To this end, parties to this MOU agree to: 1) measure and track performance, 2) measure and evaluate customer satisfaction for job seekers and employers; 3) inform partners and the public as to the results of their performance measurement and customer service satisfaction measurement, and 4) observe the principle of continuous improvement.

XII. Cost Allocation

Parties to the MOU recognize that this is a non-financial agreement but agree to adhere to the expectations described in this document and addenda attached. A cost allocation plan will be

developed as a separate document wherein financial agreements will be made and shared resources identified.

XIII. Indemnification

Parties to this MOU indemnify, defend and save harmless all other parties to this MOU, Workforce Investment Board members, local governments, and their employees from any and all claims and losses arising out of or resulting from any acts or omissions which arise from the performance of the obligations pursuant to this MOU.

XIV. Term of Memorandum of Understanding

The MOU commences on the day it is signed by all parties and is ongoing. It shall be reviewed thereafter at the request of any of the parties. It shall continue to be in force unless any party gives a thirty (30) day notice of cancellation.

XV. Amendments and Modifications

This MOU constitutes the agreement among parties listed in the attached Addendum section. The MOU may be modified, altered or revised as necessary by mutual consent of the partner, the WIB, and the Chief Elected Official. Requests to amend or modify this document must be submitted in writing at least 30 days prior to the effective date of change.

XVI. Signatures

Parties to this MOU agree to all terms and conditions contained herein by signature on the attached addendum pages designated for their respective organizations.

_____ Date: _____
Chairperson, Board of Supervisors

_____ Date: _____
Chairperson, Mendocino County
Workforce Investment Board

_____ Date: _____
Signature of Senior Person, Title
One-Stop Partner

