

**MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INVESTMENT AND OPPORTUNITY ACT (WIOA)**

**1. PURPOSE:** The purpose of this Memorandum of Understanding (hereafter referred to as “MOU”) is to enter into an agreement between **Pomona Valley American Job Center of California, including West Covina Affiliate** (hereafter referred to as “PV and WC AJCC”) and **Azusa High School** (hereafter referred to as “Partner”).

The cornerstone of WIOA is its workforce service delivery system (locally known as AJCC Centers). This workforce approach allows a central point of entry to programs and services offered by Pomona Valley AJCC and partners, providing a seamless, “no wrong door” approach to service delivery. Anyone desiring services will have access to core employment related services maximizing customer choice in a convenient, accessible setting.

Partnerships are mandated by WIOA, this agreement is entered into in a spirit of cooperation by the signatory agencies in order to maximize utilization of resources in serving job seekers and employers, our mutually identified customers. It is understood that the development, implementation and ultimate success of the Pomona Valley AJCC requires mutual trust and teamwork between the agencies all working together as Azusa High School to accomplish common goals. The intent of this MOU is to establish the operational collaboration between Pomona Valley AJCC and Azusa High School. Both parties will share information and services necessary to best serve the AJCC Center customers toward attainment of their goals.

This MOU reflects the manner in which Partner will participate in and provide access to its services though the Workforce system of service delivery.

**2. PARTIES:** The Parties to this MOU are:

**Pomona Valley AJCC**  
1460 E. Holt Ave  
Pomona, CA 91767

And

**Azusa High School**  
**240 N. Cerritos Ave.**  
**Azusa, CA 91702**

**3. DURATION OF AGREEMENT:** This MOU shall become effective February 2, 2022. It will continue in effect for this period unless it is modified, terminated or extended.

- **Modification:** This MOU may be modified with the approval of both parties. Both parties must sign the revised agreement. A modification request must be presented in writing, 30 days prior to effective date.
- **Termination:** For non-mandated partnership, either party may terminate its participation in this MOU without cause by providing 30-day written notice to terminate to the other party.

**4. WORKFORCE SYSTEM:** The Workforce system description in the local WIOA plan, including modifications thereto, is incorporated into the MOU by reference. Pursuant to requirements of WIOA, an MOU outlining the operation of the Workforce delivery system shall be entered into by all mandated and non-mandated partnering organizations.

California's AJCC System Vision is guided by four key principles:

- **Integration:** A broad array of services will be integrated into a single system that is accessible to both of its primary customers: employers and job-seekers. Integration will be facilitated by automated systems which aid in linkage of customers to services. Delivery systems will be comprehensive, non-duplicative and built on collaboration of all partners in order to provide services seamless manner.
- **Comprehensive:** Services will represent the needs of the wide array of customers served and provided appropriate to level of need. Access methods will be geared to varied needs and levels of customer sophistication.
- **Customer Focus:** Customers will be provided sufficient information in order to make an informed choice regarding services they wish to pursue and how those services will be delivered. Customer feedback and satisfaction levels will be used as an indication of program effectiveness.
- **Performance Based:** Service providers are accountable for achievement of performance outcome objectives, including customer satisfaction.

**5. PERFORMANCE REQUIREMENTS AND GOALS:** Performance measures are determined each contract year and are incorporated in this MOU by reference. Pomona Valley AJCC and Azusa High School acknowledge shared accountability toward reaching those goals.

**6. INDEMNIFICATION:** Azusa High School shall indemnify and hold harmless the Pomona Valley AJCC, its officers, agents and employees from all liability which arise out of, or are in anyway related to Partner's acts, errors, omissions or those of its employees or agents under this agreement.

**7. PARTNERSHIP PROVISIONS:** Both the Pomona Valley AJCC and Azusa High School have certain rights and responsibilities as outlined below:

**Scope of Services:** The Workforce delivery system includes Basic Career Services, Individualized Career Services, Training and Business Services. Both Pomona Valley AJCC and Azusa High School are responsible to provide seamless services to meet the varied needs of its customers. There will be no cost to Azusa High or Azusa Unified School District for these services.

**Cross Referral:** Each party shall provide the other with information for identifying appropriate referrals to their respective programs and explore co-enrollment options. Where a need cannot be met, a referral to an appropriate resource will be made.

**Pomona Valley- Basic Career Services to include:**

- Basic eligibility determination for WIOA activities;
  - Outreach, Intake and orientation to services available;
  - Initial assessment of skills, aptitudes, abilities and supportive services;
  - 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;
- and
- Employment referral and follow up services for customers attaining employment for not less than 12 months after the first known day of employment.

▪ **Individualized Career Services to include:**

- Employment, education and training targeting particular labor market needs;
- Employment, education and training targeting particular groups or populations;
- Value added services such as childcare, transportation, individual and family counseling, temporary or emergency shelter, or (other services pertinent to local area); and
- Individualized career assessment, counseling and planning.

▪ **Training Services which include:**

- Occupational classroom training;
- Cooperative Education programs combining workplace learning with classroom instruction;
- Skills upgrading and retraining;
- On-the-Job Training;
- Paid Internship;
- Apprenticeship;
- Entrepreneurial training;
- Job readiness training;
- Adult education and literacy;
- Private sector operated training; and
- Industry-based, customized training based on employer need with up front agreement to hire based on established conditions.

▪ **Business Services which include:**

- Streamlined employee recruitment and pre-screening;

- Industry-specific training;
- Labor Market Information;
- Business consultation;
- Business expansion services;
- Downsizing assistance;
- HR assistance;
- Information on personnel laws, tax incentives, etc;
- Workshops and seminars;
- Office facilities;
- Resource library;
- Retention services

### **AZUSA HIGH SCHOOL SCOPE OF SERVICES**

- Referrals

**Cost Allocation/Resource Sharing:** There will be no cost to Azusa Unified School District or Azusa High School.

**Dispute Resolution:** All parties shall first attempt to resolve disputes informally. Any party may call a meeting to discuss and resolve disputes. If the dispute is not resolved, it will be referred to the Pomona Valley AJCC’s Director who will work cooperatively with the Skyrocket Education Service’s executive management to resolve the issue. Should those efforts fail to resolve the issue, the dispute will be referred to the local Workforce Development Board (WDB) for mediation and resolution. Finally, if the WDB’s resolution efforts fail, the dispute shall be referred to the State for assistance. The parties agree to be bound by the final determination from that procedure.

**Governance:** Pomona Valley AJCC consists of various Partners representing the various facets of the community served. Therefore, the governance of the Pomona Valley AJCC requires cooperative involvement of all partners. The Pomona Valley AJCC’s Executive Leadership shall ensure that all contractual, fiscal and legal provisions are adhered to and that the Pomona Valley AJCC remains fully operational. Partner’s Executive Leadership shall ensure that their staff are present according to the agreed-upon schedule, provide services outlined above about and participate in Pomona Valley AJCC operations as outlined in the Scope of Services. Designated Azusa High School representative(s) will serve on Leadership committee. This committee provides operational oversight, thus the designee should have the authority to make decisions on behalf of the Azusa High School.

### **Operational Provisions**

- In order for Universal Access customers to receive seamless services in a true Workforce environment, it is important that all Partners in the systems understand each other’s organization, services and goals. Both Pomona Valley AJCC and Azusa High School agree to provide and attend training regarding services offered by all Partners in the Pomona Valley AJCC.
- Both parties shall be committed to health and safety requirements and to providing equal access to services by persons with disabilities.

- Both the Pomona Valley AJCC and Azusa High School will have mutual accountability toward performance goals and support each other's Mission, Vision and Values. It is understood that all partnering organizations have specific performance goals that they are striving to meet and that supporting each other through training and team work will result in increased achievement by all partners.
- Both parties maintain financial resources to sustain the provision of services under this MOU. Further, upon request, the Partner shall provide a written contingency plan to respond to changes in environment, opportunities and risks.
- Information regarding persons served will be shared amongst Partners through a variety of methods, including but not limited to case management, referrals, electronic systems (such as text, email and local area network).
- Confidentiality of all persons served will be respected by all staff of both Pomona Valley AJCC and Azusa High School agencies.
- All parties agree to adhere to legal requirements set forth by the Welfare & Institutions Code, the Rehabilitation Act, Health Insurance Portability and Accountability Act (HIPAA) and other legal statutes or requirements to ensure the protection and privacy of persons served.
- Both Pomona Valley AJCC and Azusa High School shall demonstrate a commitment to Continuous Quality Improvement by participating in staff and committee meetings and other activities conducted for the purpose of operation of the AJCC Center. Focus of such meetings will include such quality enhancements as improvement of services to job seekers, capacity building of staff, increasing positive performance outcomes, process improvements and so forth.
- Both Pomona Valley AJCC and Azusa High School will take an active role in promoting the services of the Pomona Valley AJCC. Each shall provide current marketing materials for programs and services that indicate the nature of services offered, cost (if any), schedule, contact information, eligibility for services and other pertinent information.

**8. NON-DISCRIMINATION:** Both Pomona Valley AJCC and Azusa High School agree to comply with all Federal and State statutes that prohibit discrimination. The parties certify that all persons employed by and customers served by the Pomona Valley AJCC, Azusa High School, or affiliates shall be treated equally without regard to race, religion, ancestry, national origin, sex, age, disability, marital status, political affiliation or beliefs.

**9. CODE OF CONDUCT:** Both parties agree to uphold each other's code of conduct/ethics and maintain the highest levels of integrity when serving as a representative of their organization and the AJCC.

**10. AUTHORITY:** The individuals signing below have the authority to commit the party they represent to the terms of this MOU and its attachments and do so commit by signing. This agreement is not in effect until it is signed by representatives of both Pomona Valley AJCC and Azusa High School.

**SIGNATURES**



## **Exhibit A**

### **Partners Scope of Services**

Partner Name: Azusa High School  
**Pomona Valley AJCC and West Covina Affiliate**

Target Population Served:

- Foster Youth
- Probation Youth
- Low Income Participants
- TANF participants
- Homeless
- Parents/Community

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Description of Services Offered:

- Attend AJCC team and partner meetings. Participate in information sharing and cross referrals when appropriate.
  - Referrals
  - Co-enrollments
  - Leverage Training dollars
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## **Exhibit B**

### **Cost Allocation/Resource Sharing Agreement**

The Following outlines the provisions, representing financial or in-kind contribution, of the Azusa High School (Founder Mandated Resource Sharing Agreement may be substituted and inserted here).

- No Cost to Azusa Unified School District or Azusa High School.

Attend PV AJCC and Azusa partner meetings. Participate in information sharing and cross referral when appropriate.



## **Exhibit C**

### **Data Sharing Agreement**

Pomona Valley AJCC and West Covina Affiliate (PV and WC AJCC) is a collaboration of several agencies working as a team to help meet the vocational goals of customers. Data is one of the Center's most valuable resources and requires responsible and ethical use. PV and WC AJCC relies heavily on its electronic data processing systems and data stored in them to meet its educational, informational and operational needs. It is essential that these systems be protected from misuse. Further, data and computer systems will be maintained to ensure the highest levels of confidentiality and privacy as required by legal and regulatory requirements (including, but not limited to WIOA, Welfare & Institutions Code, HIPAA, etc.). All documentation shall be maintained in a systematic way and in a secure environment. To maintain the highest quality and to protect the trust given to us by the community, it is essential that we collectively demonstrate adherence to ethical and legal standards and ensure that these standards are enforced.

#### Standards of Professional Data Sharing Practice:

1. Customer information may be shared with Azusa High School and collaborative agencies of the PV and WC AJCC to determine and tailor services based on the needs of the customer and to reduce redundancy of information asked of the customer;
2. In that Partners and employees are exposed to sensitive information on a regular basis, each shall use discretion when and to whom they shall disclose such information. Unless prior written authorization has been obtained, partners and employees shall not disclose privileged and/or confidential information to unauthorized parties;
3. Azusa High School and employees shall not discuss in public areas privileged and/or confidential information;
4. User names and passwords are assigned to each individual Azusa High School employee and PV and WC AJCC employee to ensure security of our information systems. All information exchanged between parties authorized to use the information systems, shall be processed in such a way that unauthorized persons cannot retrieve such information by any means;
5. Each user name and password is unique to the individual and shall not be shared with others at any time;
6. Data shall be disseminated in cooperation with organizational policies on confidentiality and HIPAA;
7. Reports or any information contained in our information systems is not for release to the general public without approval of the person served and the authorization of the Executive Director of Managed Career Solutions, Inc.

#### Definitions:

Privileged: Access due to status or association.

Confidential: Information that has a legal implication.

**Exhibit D**

**Universal Release of Information Form  
(To be used with all Job Seeker customers)**

Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Prior Name (s): \_\_\_\_\_ Soc. Sec. #: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home Phone : \_\_\_\_\_ Cell \_\_\_\_\_ Other Phone: \_\_\_\_\_

I hereby authorize Pomona Valley AJCC, including West Covina Affiliate, its staff and Azusa High School to engage in verbal, written, facsimile or computerized communication of information for the express purpose of determining my eligibility for services and/or for identifying services or agencies to assist me.

All pertinent records and information can be released, including those regarding past, present or future information or records that may be needed for eligibility determination, monitoring or follow up purposes. This information may include, but shall not be limited to, income records, employment information, public assistance records, educational records, credit history, health/physical status records, vocational rehabilitation assessment and other assessments or evaluations. It is my understanding that any information obtained by any agent or partner of the PV and WC AJCC will hold this information in strictest confidence, except as authorized or mandated under law. Further I acknowledge that any information shared will be used to provide ease of access to services. This agreement is time-limited to 12 months while I am receiving services and a new agreement shall be signed for services extending beyond that point.

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Customer Signature & Date

\_\_\_\_\_  
Witness Name & Title

\_\_\_\_\_  
Witness Signature & Date

Cc: customer

