

**Workforce Innovation and Opportunity Act
Phase II Memorandum of Understanding (MOU)**

I. Required Phase II MOU Component: Process and Development

Local Workforce Development Area (Local Area): NOVA Workforce Development Area

Date Submitted: September 1, 2017

Attachment: Signed Phase I MOU

1. The period of time this agreement is effective:

This MOU shall be for three years, effective from January 1, 2018 through December 31, 2020, unless otherwise changed or terminated. The Infrastructure Funding Agreement budget (page 6 of this MOU) shall be reviewed annually and updated if there are substantial changes. Unless otherwise changed or terminated, as described in Section I. #5, the MOU shall automatically renew.

2. Identification of all AJCC partners, Chief Elected Officials (CEO), and Local Boards participating in the infrastructure and other system costs funding agreements.

CEO: Sunnyvale City Council

Local Board: NOVA Workforce Board

AJCC Partners Participating in the Infrastructure Funding Agreement (IFA):
Peninsula Family Service and Sunnyvale-Cupertino Adult & Community Education

AJCC Partners Participating in the Shared Other System Costs Agreement:

WIOA Title I-Adults, Dislocated Workers and Youth: NOVA, Central Labor Council Partnership, Skyline College and JobTrain;

WIOA Title II-California Department of Education Adult Education/Literacy: Jefferson Union High School District Adult Education, Milpitas Adult Education, Mountain View-Los Altos Adult Education, Palo Alto Adult School, Santa Clara Adult Education, Sequoia District Adult School, San Mateo Adult School, South San Francisco Adult Education, Sunnyvale-Cupertino Adult & Community Education, La Costa Adult School and International Institute of the Bay Area;

WIOA Title III-California Employment Development Department on behalf of Wagner-Peyser, Veterans, Trade Adjustment Assistance, Unemployment Insurance and labor market information;

WIOA Title IV-California Department of Vocational Rehabilitation;

Title V-Older Americans Act: Peninsula Family Service;

Temporary Assistance for Needy Families/CalWORKs-California Department of Social Services: County of Santa Clara (through its Social Services Agency) and San Mateo County (through its Human Services Agency);

Community Services Block Grant: Center for Employment Training and Sacred Heart Community Service;

Migrant and Seasonal Farm Workers: Center for Employment Training;

Housing & Urban Development: Santa Clara County Housing Authority;

Community Colleges/Post-Secondary Education: Foothill-De Anza Community College District, Mission College and Skyline College; and

Job Corps: San Jose Job Corps.

By signing this MOU, partners to the MOU agree to the addition of three new AJCC Partners to the MOU that were not included in Phase I of the MOU: Skyline College representing WIOA Title I and the Community Colleges/Post-Secondary Education and La Costa Adult School and International Institute of the Bay Area representing WIOA Title II California Department of Education Adult Education/Literacy.

3. **Steps the Local Board, CEO, and AJCC partners took to reach consensus and/or an assurance that the Local Area followed guidance for the state infrastructure funding mechanism.**

NOVA, on behalf of the NOVA Workforce Board and Sunnyvale City Council (CEO), communicated with the AJCC Partners several times over the course of the six months leading up to partner meetings about the upcoming MOU Phase II process. NOVA and AJCC Partners then met to discuss the requirements, process and approach, proposed budgets and allocation methodology, and expectations and concerns. This was also an opportunity to resolve any potential disagreements. Partners were then asked to submit their own budgets that reflect their contributions to the AJCC comprehensive center. Individual meetings with partners were also held upon request. Multiple drafts of the MOU document incorporating input from the AJCC Partners were distributed for review and further comment. AJCC Partners were active participants in this process and very responsive to the very tight deadlines given, resulting in consensus reached on the final document.

4. A description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.

The AJCC Partners agree to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and Partners. The procedures will allow the customer or entity filing the complaint a fair and complete hearing and resolution of their grievance. The Partners further agree to participate in quarterly stakeholders meetings where the service-delivery system will be discussed and issues can be raised and resolved. Finally, the Partners agree to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

5. A description of the periodic modification and review process that will be used to ensure all AJCC partners continue to contribute their fair and equitable share of infrastructure and other system costs, including the identification of who will fulfill this responsibility.

Modifications and Revisions: This MOU constitutes the entire agreement between the AJCC Partners and the NOVA Workforce Board and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties. The MOU shall be reviewed at a minimum every three years and updated if there are substantial changes. The Infrastructure Funding Agreement budget shall be reviewed annually and updated if there are substantial changes. Three months before the end of the three-year period of the MOU or one-year period for the infrastructure budget, NOVA, on behalf of the NOVA Workforce Board, shall initiate the review process by contacting the AJCC Partners. There may be other times

over the course of the agreement where there are significant changes that will require a review of the agreement and NOVA will contact partners as soon as it is aware of these changes. AJCC Partners are committed to contributing their fair and equitable share of infrastructure (if applicable) and other system costs and agree to contact NOVA should significant changes occur over the course of the MOU agreement that will impact contributions.

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

Unless otherwise changed or terminated, the MOU shall automatically renew.

6. Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

II. Required Phase II MOU Component: Sharing Infrastructure Costs

Budget, Cost Allocation Methodology, and Initial Proportionate Share

The NOVA Workforce Board and AJCC partners have chosen this option for developing the infrastructure cost budget:

 X Option 1: A separate budget for each comprehensive AJCC. There is only one comprehensive AJCC in the NOVA workforce development area and that is the NOVA Job Center in Sunnyvale.

 Option 2: A consolidated system-wide budget for the network of comprehensive AJCCs.

Comprehensive AJCC and Colocated Partners:

Comprehensive AJCC:

NOVA Job Center
505 West Olive Avenue, Suite 550
Sunnyvale, CA 94086

Partners Colocated at this AJCC:

Peninsula Family Service
Sunnyvale-Cupertino Adult & Community Education

Cost Allocation Methodology to Share Agreed Upon Infrastructure Costs

The NOVA Workforce Board and colocated partners to this MOU agree to a cost allocation methodology to identify the proportionate share of infrastructure costs each partner will be expected to contribute. This cost allocation methodology adheres to the following: is consistent with federal laws authorizing each partner's program; complies with federal cost principles in the Uniform Guidance; includes only costs that are allowable, reasonable, necessary, and allocable to each program partner; and is based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.

The infrastructure cost allocation methodology selected is the proportion of a partner program's occupancy percentage in square footage and time utilized at the NOVA Job Center in Sunnyvale, the AJCC comprehensive center.

NOVA Job Center Infrastructure Costs Budget and Initial Proportionate Share of Infrastructure Costs Allocated to Colocated Partners

NOVA Job Center Sunnyvale				
Cost Category	Total Cost	Allocation Base	Allocated Cost	Notes
Infrastructure Costs				
Facilities		Sq Ft	66%	
Office Space Rent	\$352,800	Sq Ft	\$232,848	JobCenter, Workshop Rooms, Learning Lab, Career Advisor Space
Utilities	\$300	Sq Ft	\$198	
Security	\$2,160	Sq Ft	\$1,426	
Technology				
Internet (Job Center only)	\$2,772	100%	\$2,772	
Access & Accommodation	\$14,655	100%	\$ -	3rd party contribution - non-Federal funds
Computers Maintenance	\$26,277	Sq Ft	\$17,343	
Phones	\$41,867	Sq Ft	\$27,633	
Copier	\$19,122	Sq Ft	\$12,621	
Computer S/W Licensing & Support	\$10,000	Sq Ft	\$6,600	
Total Infrastructure to be shared by colocated partners				\$301,440
		AJCC Total Square Feet	10,198	
		Cost per SqFt	\$29.56	

Bldg/ Suite	SQ Ft	AJCC	% AJCC
500	5,250	5,250	100%
600	3,185	169	5%
700	4,875	4,779	98%
635	1,615	-	0%
430	525	-	0%
Total	15,450	10,198	66%

Colocated Partner	W/S Rm	Time Used	Sq Ft	Allocated Initial Share	Contribution Type
Title V OAA (Peninsula Family Svs) Mature Worker Program	Cupertino Rm	3%	442	\$392	
	Millpitas Rm	3%	338	\$300	
	Mt View Rm	3%	676	\$599	
	Staff Cube	50%	48	\$709	
Allocated Initial Share				\$2,001	3rd Party non-Federal funds

Colocated Partner	W/S Rm	Time Used	Sq Ft	Allocated Initial Share	Contribution Type
Title II AEL-Sunnyvale-Cupertino AE	Palo Alto Room	15%	396	\$1,756	
Allocated Initial Share				\$1,756	Cash

Signature Page: Colocated Partners Sharing AJCC Infrastructure Costs


By signing below, all parties agree to the terms prescribed in the Infrastructure Funding Agreement (IFA).


NOVA Workforce Board Co-Chairperson

NOVA Workforce Board Co-Chairperson

Christopher Galy, Co-Chairperson

Jennifer Morrill, Co-Chairperson

 7/26/2017
Signature and Date

 7-26-17
Signature and Date

Chief Elected Official

Colocated AJCC Partner

Honorable Glenn Hendricks, Mayor of Sunnyvale

Printed Name and Title

 8-1-17
Signature and Date

Name of Agency

Signature and Date

Signature Page: Partners Sharing Infrastructure Costs When Proportionate Share Data Are Available

The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-colocated partners who are receiving benefit from the AJCC will also be required to contribute their proportionate share towards infrastructure costs in accordance with State WIOA policies and guidance. Consequently, this MOU must include an assurance from all non-colocated partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available.

By signing below, all parties agree that when data are available to determine the AJCC benefit to non-colocated partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

Non-Colocated AJCC Partner

Printed Name and Title

Name of Agency

Signature and Date

III. Required Phase II MOU Component: Sharing Other One-Stop System Costs

Budget, Cost Allocation Methodology, and Initial Proportionate Share

Please refer to MOU Phase I Attachment A. AJCC System Services that describes the applicable career services provided by each AJCC Partner.

The One-Stop System Partners included in the Sharing of Other One-Stop System Costs represent the following categories:

<u> </u> X_ Title I Adult, Dislocated Worker, and Youth	<u> </u> X_ Title V Older Americans Act	<u> </u> X_ Trade Adjustment Assistance Act
<u> </u> X_ Title II Adult Education and Literacy	<u> </u> X_ Job Corps <u> </u> Native American Programs	<u> </u> X_ Community Services Block Grant
<u> </u> X_ Title III Wagner-Peyser	<u> </u> X_ Migrant Seasonal Farmworkers	<u> </u> X_ Housing and Urban Development
<u> </u> X_ Title IV Vocational Rehabilitation	<u> </u> X_ Veterans <u> </u> YouthBuild	<u> </u> X_ Unemployment Compensation
<u> </u> X_ Carl Perkins Career Technical Education		<u> </u> Second Chance
<u> </u> X_ TANF/CalWORKS		<u> </u> Other:

Cost Allocation Methodology to Share Agreed Upon Other One-Stop System (Career Services) Costs

The NOVA Workforce Board and AJCC Partners to this MOU agree to a cost allocation methodology to identify the proportionate share of other One-Stop system (career services) costs each partner will be expected to contribute. This cost allocation methodology will adhere to the following: is consistent with federal laws authorizing each partner's program; complies with federal cost principles in the Uniform Guidance; includes only costs that are allowable, reasonable, necessary, and allocable to each program partner; and is based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.

The career services cost allocation methodology selected is the proportionate share of career services costs and shared customers. Currently there is no database in place that provides information on shared customers, so the budget on Page 11 submitted as part of this MOU Phase II agreement will only contain career services costs. When data becomes available, the proportionate share will be determined by comparing the percentage of shared customers with the total number of customers. This agreement will be renegotiated with the AJCC partners at that time.

NOVA Job Center Other One-Stop System (Career Services) Costs Budget and AJCC Partner Costs for Career Services

One-Stop Operating Budget - Career Services																
NOVA Job Center Sunnyvale																
Partner Category	WIOA Title I				Title II Adult Education and Literacy										Other Federal Funding	
Name of Organization	NOVA	CLCP	Skyline College	Mountain View-Los Altos Adult Education	Sunnyvale-Cupertino Adult & Community Education	Palo Alto Adult School	Milpitas Adult Education	Santa Clara Adult Education	Sequoia District Adult School	San Mateo Adult School	South San Francisco Adult Education	Jefferson Union High School District Adult Education	La Costa Adult School	IIBA	JobTrain	SubTotal
Basic Career Services						360										
Individualized Career Services			189,198		3,801	3,500		15,547	5,440	17,000	2,000	161				
Combined Basic & Individualized	1,959,958	392,600													166,206	
Total Career Services	\$1,959,958	\$392,600	\$189,198	\$0	\$3,801	\$3,860	\$22,630	\$15,547	\$5,440	\$17,000	\$2,000	\$161	\$0	\$0	\$166,206	\$2,778,401

Partner Category	WIOA Title III		WIOA Title IV Vocational Rehabilitation	Title V Older Americans Act	Job Corps	Community Services Block Grants	Migrant & Seasonal Farmworkers	Housing & Urban Development	Temporary Assistance to Needy Families	Community Colleges	SubTotal				
Name of Organization	EDD - W/P, Veterans, TAA	EDD - Unemployment Insurance	CA Dept of Rehabilitation - SJ / SM	Peninsula Family Service	San Jose Job Corps	Center for Employment & Training	Sacred Heart Community Service	Santa Clara County Housing Authority	County of Santa Clara Social Services Agency	County of San Mateo Human Services Agency	Foothill-De Anza Community College District	Skyline College	Mission College		
Basic Career Services	1,203,143	26,530	1,174,466	12,390				15,548							
Individualized Career Services	196,060		4,697,864	1,558				23,322		2,106,151	271,513				
Combined Basic & Individualized						39,344			1,839,764			Title 1			
Total Career Services	\$1,399,203	\$26,530	\$5,872,330	\$13,948	\$1,300	\$39,344	\$139,000	\$38,870	\$1,839,764	\$2,106,151	\$271,513	\$0	\$0	\$0	\$11,780,953

Consolidated budget total of career services delivered through the One-Stop system:																	\$14,559,354
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Signature Page: AJCC Partners Sharing Other One-Stop System (Career Services) Costs


By signing below, all parties agree to the terms prescribed in the sharing of other One-Stop system (career services) costs.

NOVA Workforce Board Co-Chairperson

NOVA Workforce Board Co-Chairperson

Christopher Galy, Co-Chairperson

Jennifer Morrill, Co-Chairperson

 7/26/2017
Signature and Date

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Chief Elected Official

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Honorable Glenn Hendricks, Mayor of Sunnyvale

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