

TO: BOARD OF TRUSTEES

FROM: SUPERINTENDENT/PRESIDENT

COMMUNICATION NO. 215-2009/10-SSV
Prepared by the Vice President-Student Services
For Presentation to the Board of Trustees
June 14, 2010

SUBJECT: RENEWAL OF MEMORANDUM OF UNDERSTANDING BETWEEN ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT AND EMPLOYMENT DEVELOPMENT DEPARTMENT FOR USE OF DATABASE

A. BACKGROUND

The WorkSource California Antelope Valley One-Stop Career Center and Antelope Valley College (AVC) have collaborated for many years to allow students and community to use the Employment Development Department's (EDD) automated Workforce Service Systems such as CalJOBS; Employer Contact Management System and the Program Activity Support Systems databases to search for career information and job openings. This MOU has been approved in past years and includes minimal upgrade training for staff which is provided by the EDD.

B. BUDGET IMPLICATION

There is no additional cost to the District.

C. RECOMMENDATION

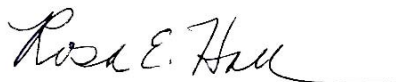
The Board of Trustees approves the MOU between the WorkSource California Antelope Valley One-Stop Career Center and AVC (Attachment A).

Respectfully submitted,



Jackie L. Fisher, Sr., Ed.D.
Superintendent/President

Prepared by:



Rosa E. Hall, Ph.D.
Assistant Superintendent/
Vice President-Student Services

Office of Student Services

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RENEWAL OF MEMORANDUM OF UNDERSTANDING BETWEEN
ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT AND EMPLOYMENT
DEVELOPMENT DEPARTMENT FOR USE OF DATABASE

June 14, 2010

MEMORANDUM OF UNDERSTANDING

Between

The State of California

Employment Development Department

and

Antelope Valley College



Arnold Schwarzenegger
Governor

This Memorandum of Understanding is entered into by and between the Employment Development Department Workforce Services 1020 hereinafter referred to as EDD, and the Antelope Valley College, hereinafter referred to as **Partner Entity**.

PURPOSE

This agreement will allow the **Partner Entity** to use EDD's automated Workforce Services systems:

- CalJOBSSM,
- the Employer Contact Management System (ECMS), and
- the Program Activity Support System (PASS)

The EDD agrees to allow the **Partner Entity** on-line access to CalJOBSSM, ECMS, and PASS provided the **Partner Entity** agrees to:

- Limit access to the systems
- Provide names of staff to have access
- Comply with EDD policies and procedures
- Maintain confidentiality of information in the system

The **Partner Entity** staff will be authorized access to the automated Workforce Services systems for the following employment-related functions:

CalJOBSSM:

- Listing employer job openings, either by employer direct entry or staff entry. Providing direct access to job seekers for job opening browsing and self-referral.
- Self facilitated job opening search and referral.

ECMS:

- Creating and maintaining records of employment-related contacts with employers.
- Coordinating job identification efforts with EDD and other partner agencies.

PASS:

- Obtaining basic customer identification and demographic data.
- Reviewing services provided to the customer.
- Reviewing employability plans and goals as established by EDD case managers
- Recording data related to EDD services provided by the **Partner Entity** to clients enrolled in EDD Service Programs.

LEGAL AUTHORITY

The EDD and the **Partner Entity** agree to this use of confidential information under the provisions of section 322 of the California Unemployment Insurance Code.

TERM OF AGREEMENT

This Memorandum of Understanding shall be in effect from 03/15/2010 through 03/15/2012, and may be renewed at the end of the term by agreement of both parties.

RESPONSIBILITIES

A. Partner Entity Responsibilities:

It is agreed the **Partner Entity** shall:

1. Limit the number of **Partner Entity** staff authorized to access the Workforce Services automated systems to the minimum necessary to perform the agreed upon business functions.
2. Provide the EDD Workforce Services site security coordinator with the names of those persons authorized to have access to the Workforce Services automated systems, and promptly advise the EDD security coordinator of any changes in staff status that would affect access.
3. Comply with EDD's policies and procedures regarding the access to and use of the information, and the recording of service and activity data, in the Workforce Services automated systems.
4. Use the information in the Workforce Services automated systems for the purposes stated in this Memorandum of Understanding. Disclosure of the information in the Workforce Services automated systems to entities not specifically mentioned in this Memorandum of Understanding is not permitted without written amendment to the agreement.

The **Partner Entity** agrees to comply with the following provisions regarding system and data security:

Administrative Safeguards

- 1) Keep all information furnished by EDD or contained in the Workforce Services automated systems in the strictest confidence, and make the information available to its own employees only on a "need to know" basis.
- 2) Obtain a signed "Confidentiality Statement" from each **Partner Entity** employee who will have access to any of the Workforce Services automated systems or the information therein.
- 3) Not disclose any EDD information that would identify an individual or employer to any person outside its own organization. There is no provision in this Memorandum of Understanding for disclosing information to other agencies, entities, or individuals.
- 4) Monitor staff use of the Workforce Services automated systems to ensure that only those persons who have been issued individual user identification codes will access the systems, and that use of the systems is consistent with the level of access, either inquiry and update, given to individual staff.

Physical Safeguards

- 1) Store EDD information in a location physically secure from access by unauthorized persons.
- 2) Destroy all EDD information that would identify an individual when its use ends, using an approved method of confidential destruction.

Technical Safeguards

- 1) Adopt policies and procedures that information obtained from EDD are used solely as provided for under the terms of this Memorandum of Understanding.
- 2) Instruct all employees with access to the Workforce Services automated systems and the information therein regarding:
 - The confidential nature of the information, and
 - The sanctions against unauthorized use of the disclosures, as specified in the California Unemployment Insurance Code sections 1094, 1095, and 2111 and the California Civil Code section 1798.55.

Usage, Duplication, and Disclosure

- 1) The information obtained under this Memorandum of Understanding will remain the property of EDD.
- 2) The **Partner Entity** shall not extract EDD information from, or enter data into the Workforce Services automated systems for any purpose not stated in this Memorandum of Understanding.

- 3) The **Partner Entity** shall not duplicate, publish, or disseminate the information provided by EDD outside its office without EDD's permission.

EDD Responsibilities

1. Maintain the Workforce Services automated systems as an integrated, Internet-based system for delivering and recording employment related services.
2. Provide authorized **Partner Entity** staff with security access codes to the Workforce Services automated systems.
3. Provide appropriate and adequate training in the policies and procedures related to access and use of the Workforce Services automated systems.

Joint Responsibilities

1. Both parties will agree to the extent and type of monitoring of compliance with this Memorandum of Understanding and system use.
2. Periodically review and modify the terms of this Memorandum of Understanding as necessary.
3. Resolve issues related to the proper and effective use of the Workforce Services automated systems and the data therein.

GENERAL PROVISIONS

- A. This Memorandum of Understanding may be amended at any time by written consent of both parties.
- B. Either party may terminate this memorandum of Understanding upon thirty (30) days written notice to the other party.
- C. The conduct of the parties to this Memorandum of Understanding shall be in accordance with Title VI of the Civil Rights Act of 1964, and the rules and regulations promulgated thereunder, and in accordance with the Nondiscrimination Clause, STD 17A (Rev 2-93), which is incorporated herein by this reference.
- D. The **Partner Entity** agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable Federal and State Laws and regulations, guidelines, and interpretations issued thereto.
- E. This Memorandum of Understanding shall be subject to the examination and audit of the Bureau of State Audits for a period of three years after the end of its term.
- F. The Memorandum of Understanding is not valid until signed by both parties.

The contact person on behalf of the **Partner Entity** is:

Ann Steinberg

Director of Job Placement

3041 West Avenue K

(661) 722-6613

The contact person on behalf of **EDD** is:

Shirley Kemp

1420 W. Avenue I, Lancaster, CA 93534

Telephone: (661) 945-5037

In witness thereof, the parties hereby execute this agreement this 15 day of March, 2010

The State of California

Employment Development Department

Shirley Kemp, Manager
Office Manager, Lancaster Workforce Service #1020

Antelope Valley College

Dr. Jackie L. Fisher, Sr., Superintendent/President
Antelope Valley Community College District