I. PURPOSE AND DURATION OF MEMORANDUM OF UNDERSTANDING

A. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to provide information about the relationship between the One-Stop System/Center(s) Partners regarding their respective roles, responsibilities, duties, obligations, and expectations for implementation of the provisions of the Workforce Innovation and Opportunity Act (WIOA). This document complies with Section 121 of WIOA and all other sections of the Act noted throughout.

This MOU also is intended to contribute to a cooperative and mutually beneficial relationship between Nevadaworks, the WIOA Local Workforce Development Board, and the various Partners to coordinate resources to prevent duplication and ensure the effective delivery of workforce services, and to establish joint processes and procedures that will enable Partners to integrate the current service delivery system resulting in a seamless and comprehensive array of job matching, education, support services, job training and other workforce development services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties’ respective programs, services, and agencies. This MOU also documents the importance of WIOA performance measures and continuous improvement initiatives.

B. PERIOD OF RELEVANCE

This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2016 until June 30, 2020, unless modified by the Partners. The Period of Relevance for each Partner will commence upon the date of that Partner’s signature.

II. INTRODUCTION/BACKGROUND

A. BACKGROUND

Nevadaworks and the One-Stop System/Center(s) Partners developed this Memorandum of Understanding to ensure that the following principles of the Workforce Innovation and Opportunity Act of 2014 are implemented:
1. All customers, including those with barriers to employment, will have access to job seeker services within the One-Stop System/Center(s), designed to provide information to make career and labor market decisions. Career services, training and support services will be made accessible to all prospective clients.

2. All customers may explore work preparation and career development services and have access to information on a range of employment, training and adult and occupational education programs. Services will be made available through the One-Stop System/Center(s) for WIOA Partner programs.

3. Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs, building on the advice and counseling provided by workforce system staff.

4. To develop a workforce development system that upgrades the regional area workplace skills and enhances the economic development of the area. Services such as tax credits and labor market information will be made accessible.

5. All customers will have access to a system that minimizes costs, enhances the participation of employers and job seekers served through the system and does not duplicate services.

B. MISSION AND VISION

The One-Stop System/Center(s) work with employers and Partners throughout Northern Nevada to align services, leverage resources, and promote a seamless and integrated service delivery model in the region. This ensures both employers and job seekers are served at a high level creating the greatest community impact.

To this end, the Mission of the One-Stop System and its Partners is to support and advance a competitive workforce in Northern Nevada. The Vision is to expand the regional economy through a skilled workforce.

III. PARTIES AND THEIR RESPONSIBILITIES

A. PARTIES

WIOA clearly identifies the One-Stop System/Center(s) as the service delivery system for programs funded under the Act and its Partner programs. The One-Stop System/Center(s) is a collaboration of Partners who are responsible for administering WIOA, educational and other human resource programs and funding streams. The following parties are involved in the administration of WIOA and the Local Area One-Stop System/Center(s):

1. The Nevadaworks Local Elected Officials, who, as a group, oversee the local workforce development system and represent the local governing authorities.
2. The Governor’s Workforce Development Board and the designated local Workforce Development Board (Nevadaworks), which work in partnership to establish policies and oversee the workforce development system.
3. The One-Stop Operator designated by Nevadaworks, which is responsible for the coordination of activities at the physical One-Stop Centers in Northern Nevada.
4. One-Stop System/Center(s) Partner programs authorized under Title I of WIOA*, that serve:
a. Adults, Dislocated workers, Youth, Job Corps, Native American programs, Migrant and seasonal farmworker programs; and Veterans’ workforce programs (WIOA sec. 121(b)(1)(B)(i));
b. Programs authorized under the Wagner-Peyser Act* (29 U.S.C. 49 et seq.); (WIOA sec. 121(b)(1)(B)(ii));
c. Adult education and literacy activities authorized under title II of WIOA*; (WIOA sec. 121(b)(1)(B)(iii));
e. Senior community service employment activities authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.); (WIOA sec. 121(b)(1)(B)(v));
g. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); (WIOA sec. 121(b)(1)(B)(vii));
h. Activities authorized under chapter 41 of title 38, U.S.C. (local veterans’ employment representatives and disabled veterans outreach programs); (WIOA sec. 121(b)(1)(B)(viii));
i. Employment and training activities carried out under the Community Service Block Grant (42 U.S.C. 9901 et seq.); (WIOA sec. 121(b)(1)(B)(ix));
j. Employment and training activities carried out by the Department of Housing and Urban Development; (WIOA sec. 121(b)(1)(B)(x));
k. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law); (WIOA sec. 121(b)(1)(B)(xi)).
l. Programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) (WIOA sec. 121(b)(1)(B)(xii)).
m. TANF Programs authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), subject to subparagraph (C). (WIOA sec. 121(b)(1)(B)(xiii)).

*Designates WIOA Core Partners

B. PARTNER RESPONSIBILITIES

Five responsibilities of One-Stop Partners are outlined in section 121(b)(1)(A) of WIOA. Beyond these responsibilities, Nevadaworks mandates additional responsibilities to be shared among all the One-Stop System/Center(s) Partner organizations for effective, efficient, and professional operation of the One-Stop System, Center(s).

1. Minimum Responsibilities

a. Provide access through the One-Stop Delivery System to such program or activities carried out by the entity, including making the career services described in section 134(c)(2) that are applicable to the program or activities available at the One-Stop Center(s).
b. Use a portion of the funds available for the program and activities to maintain the One-Stop Delivery System, including payment of infrastructure costs of One-Stop Center(s) in accordance with subsection (h).
c. Enter into a local memorandum of understanding with the local Workforce Development Board, relating to the operation of the One-Stop System, that meets the requirements of subsection (c).

d. Participate in the operation of the One-Stop System consistent with the terms of the memorandum of understanding, the requirements of this title, and the requirements of the Federal laws authorizing the program or activities.

e. Provide representation on the State Workforce Development Board, as described under WIOA section 101.

2. Additional Responsibilities

a. All Partners are expected to develop and adhere to standards of service in the One-Stop System/Center(s). These standards include:

i. Statutory compliance with all federal, state, and local rules including those established by the One-Stop Centers so far as they are not in conflict with the specific application of any law and regulation governing the One-Stop operation.

ii. Use of a “No Wrong Door Approach” within the One-Stop System/Center(s) to create a customer-friendly, seamless service delivery system.

iii. All persons in the One-Stop Centers are expected to practice a code of conduct which includes:

   a) Presenting a professional appearance.
   b) Maintaining good work habits (e.g., practicing common courtesy, maintaining a neat workspace, being punctual, appreciating diversity, exceeding customer expectations).
   c) Compliance with a practice of established professional and ethical standards.
   d) Maintaining adequate levels of staffing during all hours of operation, including non-traditional hours.
   e) Shared responsibility for compliance with established security and emergency guidelines.

b. Partners of the One-Stop System/Center(s) will provide training and cross-training, as deemed appropriate, to ensure that Partner staff are familiar with all programs represented within the One-Stop System/Center(s) in order to integrate services, reduce duplication, and improve overall service delivery, especially for persons with disabilities.

c. Partners will conduct outreach targeting to persons with multiple barriers to employment, in coordination with other Partners and will actively refer customers to the most appropriate Partner for services based on need and available services. Partners also will ensure services are available to individuals with barriers to employment. WIOA categorizes these individuals in the following ways:

1) Displaced homemakers.
2) Low-income individuals.
3) Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in WIOA section 166.
4) Individuals of all ages with disabilities.
5) Older individuals (age 55 and over).
6) Ex-offenders.
7) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC. 14043e–2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC. 11434a(2).
8) Youth who are in or have aged out of the foster care system.
9) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
10) Eligible migrant and seasonal farmworkers, as defined in WIOA section 167(i).
11) Individuals within two years of exhausting lifetime eligibility under part A of Title IV of the Social Security Act (42 USC. 601 et seq.).
12) Single parents (including single pregnant women).
13) Long-term unemployed individuals.

d. All federally funded employment and training programs will follow the priority of service policy established in the local area.

e. All Partners in the One-Stop System/Center(s) will follow the veteran priority of service policy established in the local area.

f. Career, Individualized, and Training Services will be made available to the universal population. Further assessments may necessitate the need for more individualized and/or training services. Partners will strive to provide services seamlessly and will seek to prevent duplication whenever possible.

g. Referrals will be made to Partner programs as appropriate using referral guidelines and a universal referral form sent to Partners to initiate contact and serve as documentation of the referral. Partners are expected to respond to referrals in a timely manner based on agency work flow and resources. Supporting documentation, assessments, or other relevant information will be sent with the referral once a release of information is signed by the customer being referred.

h. All Partners will share an equitable and proportionate responsibility for the costs of the operational expenses of the One-Stop Center(s), if collocated in a Center. This resource-sharing/cost-sharing plan will be documented in a separate document called the Cost-Sharing Agreement.

i. All Partners agree to work together to meet and exceed the annual WIOA Performance Measures for the One-Stop System/Center(s). The One-Stop Operator will report on the progress of these measures, and all Partners agree to discuss ways of mutually attaining these performance measures to reach shared outcomes.

j. All Partners agree to participate in a common intake, referral and individual tracking system operating through the One-Stop Centers. Whenever WIOA funds are expended in part or whole for service to an individual, all Partners agree to enter/maintain that individual information in the automated system. In addition, all Partners agree to refer and/or enter all job openings.

k. All Partners will participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration. This will include surveying customers to obtain customer satisfaction feedback to assure that services are responsive to the needs of the community. Furthermore, all Partners will participate in the ongoing development and improvement of the procedures, policies, and operational management of the One-Stop System/Center(s). All Partners will be part of a
process of continuous review of the needs of the workforce and business community and refining One-Stop System/Center(s) services based on those needs.

1. All Partners agree that any information considered public assistance information received by Partners pursuant to their involvement with the One-Stop System/Center(s) will be used only for the purposes set out in this MOU and will not be re-released to anyone except as allowed by state or federal law which governs release of such information.

m. All Partners agree that they will follow confidentiality requirements for wage and education records as required by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, WIOA, and applicable Departmental regulations.

n. Communication between Partner organizations

o. Development of branding for colocated Partners.

C. OTHER REQUIREMENTS

1. All Partners to this MOU are equal opportunity employers. All understand they must comply with 29 C.F.R. 37.30, which states it is against the law for a Partner to discriminate against any individual in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against any beneficiary of programs financially assisted under WIOA Title I on the basis of the beneficiary’s citizenship status and/or participation in any WIOA Title I financially assisted program or activity.

2. Any customer/participant in the One-Stop System/Center(s), including those served by any of the parties of this MOU, who believes a violation of applicable legislation or regulation has occurred or who believes he or she has been discriminated against with regard to program eligibility, enrollment, or provision of services has the right to file a complaint. Each Partner will establish complaint forms for this purpose and make them available to participants requesting them.

3. To ensure utmost flexibility for all Partners, it is understood that Nevadaworks may enter into separate legally enforceable supplemental agreements with each Partner, or a combination of Partners, which will specify the rights and obligations of the particular Partner(s) and Nevadaworks.

4. All Partners identified in this MOU or in supplemental agreements to this MOU will respect each other’s organizational practices and management structures in the provision of services under the MOU.

5. Service delivery to employers.

6. It is the policy of Nevadaworks to provide and maintain a safe and drug-free workplace; therefore, all Partners shall have a written policy regarding a drug-free workplace.

7. The One-Stop Operator shall be responsible for all records pertaining to the administration and operation of the One-Stop Centers. The designated One-Stop Operator will provide all Partners with an annual report that outlines budget expenditures/reconciliations, services provided, populations served, and performance information. The source records for this report will be made available to all Partners upon request. When a Partner’s record retention policies are not equal to those stated in WIOA, the most stringent of these policies should be applied to all Partners in regard to any One-Stop Center. Generally, participant case files and fiscal records shall be maintained by each Partner agency for a minimum of six years.

8. By executing this MOU, each Partner agrees to work together to deliver One-Stop System/Center(s) services for employers, employees, and people seeking employment. However, the Partners are not legally “Partners” to the
extent that term encompasses Joint and Several Liability. Each Partner under this MOU is responsible for its own employees, representatives, agents, and subcontractors.

**V. MOU AMENDMENTS, TRANSFERABILITY, AND IMPASSE RESOLUTION**

**A. AMENDMENTS**

1. The Board of Directors of Nevadaworks will review and update, as needed, this Memorandum of Understanding no less than every three years as noted in WIOA section 121(c).

2. It is understood by the parties that each should be able to fulfill its One-Stop role in full accordance with any federal and state laws and policies which govern or affect their activities. If at any time any party is unable to perform its functions under this MOU consistent with federal, state or local statutory, regulatory or policy mandates, the affected party should immediately provide written notice to all parties of its intent to amend or modify the document at least 30 days in advance of effectuating the amendment or modification. No consent from the other parties will be requested if an amendment or modification is made pursuant to this provision.

3. Except as set forth in the paragraph immediately above, the information contained in this MOU may be modified or amended by written consent of all of the Partners. Any request to amend a provision should be made in writing and must be agreed to by all Partners. Nevadaworks will notify the other Partners of the details of any modification request.

4. The MOU may be modified from time to time to add new One-Stop System/Center(s) Partners. These new members may sign the MOU in its existing form as of the time they are being added. All Partners to the MOU will be notified in writing of additional parties joining in the MOU.

5. Any adjustment of cost-sharing items will be reviewed prior to adding additional Partners. Periodically the Resource/Cost-Sharing Agreement may require adjustments based upon reconciliation of projected costs to actual expenses and/or minor adjustments to cost-sharing items. Minor adjustments of this type will not require a formal amendment to the MOU, but it is agreed that Nevadaworks will notify all Partners of any such modification(s) in writing in advance of the adjustments being made.

**B. TRANSFERABILITY OF MOU**

This MOU shall remain in full force and effect upon the designation of a One-Stop Operator to the extent that the designated One-Stop Operator shall assume the role as it applies to the areas of operational responsibility, records maintenance, reporting and performance standards, continuous improvement, Equal Opportunity Office standards, conflict resolution and support of the collaborative effort as outlined in this MOU.

**C. IMPASSE RESOLUTION**

Should any dispute or disagreements require discussion and resolution, applicable steps as required by the Local Workforce Development Board (LWDB), Nevadaworks and WIOA, and other applicable authorizing Acts and laws shall be followed. Parties shall continue with their responsibilities under this MOU during any period
of dispute or disagreement. Disputes shall be resolved in a timely manner, directly involving the One-Stop Operator and Nevadaworks, as appropriate.

Step #1 – Informal Dispute Resolution Process

The One-Stop System/Center partners agree to communicate openly and directly to resolve any problems or disputes related to provision of services in a cooperative manner and at the lowest level of intervention possible. In the event of a resolution impasse between any One-Stop System/Center partner and another One-Stop System/Center Partner or the One-Stop Operator, an attempt to resolve the impasse shall first be made within five business days from when the first impasse occurred between the two parties involved in the disagreement.

Step #2 – Local Board Dispute Resolution Process

If the impasse cannot be resolved through informal efforts, each party agrees to separately submit a written explanation within 10 business days from when the first impasse occurred between the two parties involved in the disagreement to the LWDB Chief Executive Officer describing the nature of the dispute, steps taken to resolve differences, and recommend solution(s) to the impasse. The LWDB Chief Executive Officer or his/her designee will confer with each partners’ highest ranking authority when attempting to resolve the impasse. The decision of LWDB Chief Executive Officer will be in writing and issued within 30 business days from when the first impasse occurred.

Step #3 – Governor’s Workforce Development Board (GWDB) Dispute Resolution Process

In the event the impasse still cannot be resolved between the two parties at the LWDB level, all information regarding the impasse shall be submitted to the GWDB’s Executive Committee for resolution.

Additional dispute resolution processes may be defined in WIOA, and other applicable authorizing Acts and laws.

VI. SIGNATURE PAGE

BY EXECUTING THIS MEMORANDUM OF UNDERSTANDING (MOU), as evidenced by the signatures set forth below, all parties represent that they have received a copy of this MOU, have reviewed the MOU, have found it accurately reflects a general understanding of their role as a Partner in the One-Stop System/Center(s), and agree to participate in and fully support all of the procedures, policies and processes set forth herein without reservation. The person(s) signing this MOU on behalf of each Partner and/or its organization represent that they are duly authorized by the Partner and/or its organization to execute this Memorandum of Understanding on its behalf.
(The rest of this page is intentionally blank.)
Memorandum of Understanding between Nevadaworks and One-Stop System/Center(s) Partners - Signature Page

FOR THE PARTNER: ____________________________________________________________

(Typed or printed Partner agency name)

BY: __________________________________________________________

(Typed or printed name of Partner representative)

____________________________________________________

(Title of Partner representative)

________________________________________________________

(Signature of Partner Representative)

FOR Nevadaworks: ____________________________________________________________

(Typed or printed name of Nevadaworks representative)

________________________________________________________

(Title of Nevadaworks representative)

________________________________________________________

(Signature of Nevadaworks Representative)

FOR THE CLEO: ____________________________________________________________

(Typed or printed name of CLEO Chair)

________________________________________________________

(Title of CLEO Chair)

________________________________________________________

(Signature of CLEO Chair)