



New Mexico  
Workforce Connection

*A Proud Partner of the American Job Center Network*

## **Memorandum of Understanding (MOU)**

Between

**Northern Area Local Workforce Development Board  
(NALWDB)**

And

**American Job Center Partners**

“Equal Opportunity Program”

## COMMON WORKFORCE INNOVATION AND OPPORTUNITY ACT ACRONYMS

### A

ABE	Adult Basic Education
AEL	Adult Education & Literacy
ASE	Adult Secondary Education

### B

BLS	Bureau of Labor Statistics
BSU	Business Service Unit
BSR	Business Service Representative

### C

CBO	Community-Based Organization
CCS	Child Care Services
CEO	Chief Elected Official Chief Executive Officer
CLF	Civilian Labor Force
CRT	Classroom Training
CTE	Career and Technical Education
CY	Calendar Year

### D

DADS	Department of Aging and Disability Services
DFPS	Department of Family and Protective Services
DOE	Department of Education
DOL	Department of Labor (U.S. and Federal)
DOT	Department of Transportation
DVOP	Disabled Veterans Outreach Program
DW	Dislocated Worker

## **E**

E&T	Education and Training
EA	Emergency Assistance
EAP	Employee Assistance Program
EGC	Executive and Governance Committee
EDC	Economic Development Corporation
EEO	Equal Employment Opportunity
EEOC	Equal Employment Opportunity Commission
ESL	English as a Second Language
ESOL	English for Speakers of Other Languages
ESP	Employment Services Program
ETA	Employment & Training Administration
ETPS	Eligible Training Provider System

## **F**

FA	Fiscal Agent
FBO	Faith-Based Organization
FLSSA	Fair Labor Standards Act
FR	Federal Register
FY	Fiscal Year

## **G**

GAAP	
GED	General Equivalency Diploma

## **H**

HB-5	House Bill 5
HDJT	High Demand Job Training
HHS	U.S. Department of Health & Human Services
HS	High School

## **I**

IEP	Individual Employment Plan
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ITA Individual Training Account

## **J**

JET Jobs and Education for Texas

## **K**

K-12 Kindergarten through 12th grade

KPI Key Performance Indicator

KSI Key Strategic Imperative

## **L**

LEP Limited English Proficiency

LMI Labor Market Information

LNG Liquid Nitrogen Gas

LRGVDC Lower Rio Grande Valley Development Council

LWDB Local Workforce Development Board

## **M**

MET Migrant Education and Training

MOU Memorandum of Understanding

MPR Monthly Performance Report

MSFW Migrant Seasonal Farm Worker

## **N**

NAICS North American Industry Classification System

NAWB National Association of Workforce Boards

NCP Non-Custodial Parent

NEG National Emergency Grant

NBRI National Business Research Institute

NFA Notice of Fund Availability

## **O**

OJT	On-The-Job Training
OMB	Office of Management and Budget
O*NET	Occupational Information Network

## **P**

PA	Public Assistance
PY	Program Year

## **R**

RESTEC	Rio South Texas Economic Council
RFP	Request for Proposal
RFI	Request for Information
RFQ	Request for Qualifications
RGV LEAD	Rio Grande Valley Linking Economic and Academic Development
RR	Rapid Response
RTAP	Regional Transportation Advisory Panel

## **S**

SDF	Skill Development Fund
SEAL	Summer Earn and Learn
SSF	Self Sufficiency Fund
SNAP E&T	Supplemental Nutrition Assistant Program Employment and Training
SOC	Standard Occupation Classification
STEM	Science, Technology, Engineering and Math

## **T**

TA	Technical Assistance
TAA	Trade Adjustment Assistance
TANF	Temporary Assistance for Needy Families
TEA	Texas Education Agency
TEGL	Training & Employment Guidance Letter
TIP	Texas Industry Partnership
TRS	Texas Rising Star

TSR Texas School Ready  
TWC Texas Workforce Commission  
TWIST The Workforce Information System of Texas

## U

UC Unemployment Compensation  
UI Unemployment Insurance  
USDOL United States Department of Labor

## V

VA Veterans Administration  
VRS Vocational Rehabilitation Services

## W

WARN Worker Adjustment and Retraining Notification Act  
WCCT Workforce Career Center Traffic  
WD Workforce Development  
W/E Work Experience  
WFS Workforce Solutions  
Workforce Innovation and Opportunity Act  
WIOA Title I Adult Program  
Title I Dislocated Workers  
Title I Youth (age 14-24, in-out of school)  
WIA Workforce Investment Area  
WIT Work In Texas  
WOTC Work Opportunity Tax Credit

## Y

YCE Youth Career Expo

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And  
**American Job Center Partners**

**Legal Authority**

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with this agreement of the Chief Elected Officials (CEO's), to develop and enter into a Memorandum of Understanding (MOU) and the One-Stop Partners consistent with WIOA Sec. 121(c)(2) concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500 and 34 CFR 463.500 and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), it is implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative requirement, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) ant 2 CFR part 200,

**Purpose**

The primary purpose of this Memorandum of Understanding (MOU) is to create a partnership between the Northern Area Local Workforce Development Board (NALWDB) and the American Job Center Partners (Partners) within the counties of Santa Fe, Taos, Rio Arriba, Los Alamos, Colfax, San Miguel, Mora, McKinley, San Juan and Cibola.

The development and implementation of a comprehensive Workforce System requires teamwork between the Partners and the NALWDB. The Partners and the NALWDB agree to work together to establish shared goals, operating strategies, and procedures for effective integration of workforce services.

The NALWDB collaborates with a wide variety of individuals, businesses, and organizations. The NALWDB views its mission as guiding a regionally-recognized workforce development system that aligns with the economic and educational goals of the State of New Mexico resulting in a qualified workforce available to businesses across counties; our mission directly supports economic business growth. The vision is for a New Mexico where every person maximizes his or her career potential, and businesses have access to the human capital they need to be successful. The collaborative development of this local plan is intended to create a foundational blueprint for local chief elected officials, economic development organizations, state agencies, community organizations, labor unions, local businesses, and WIOA adult and youth service providers to utilize in coordinating services for businesses, job training, and placement activities to meet the

diverse, unique needs of both the mostly rural and also urban areas within the NALWDB service delivery area.

## **System Structure**

### **NALWDB American Job Centers**

Within the Northern Region there is Two WIOA comprehensive One-Stops (Santa Fe County and San Juan County) and six affiliate American Job Centers. These centers were established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act. All centers offer WIOA Adult, Dislocated and Youth Services, and provide for both staff assisted and self-directed services and access to Unemployment Services via the telephone or through the resource center facilities. Resources available at each NALWDB AJC One-Stop includes, but are not limited to: computers with internet access and the New Mexico Job Service System, fax and copy machines, online job search and career exploration resources, online filing for Unemployment Insurance benefits, labor market information and literature pertaining to careers, job search and training. Staff assisted career services are available to customers who require some staff assistance to include job referral, job development, workshops, resume review, and other reemployment services support.

Office hours for Comprehensive sites within the Northern Area are Monday through Friday 8:00 AM to 5:00 PM.

Itinerate office hours in Colfax County Tuesday through Thursday 8:00 AM to 5:00 PM

Itinerate office hours in Cibola County Monday, Wednesday, Friday 8:00 AM-5:00 PM

### **One-Stop Operator**

The NALWDB has hired Barney Trujillo as the one-stop operator. The NALWDB was designated as the one-stop operator by NMDWS, after an attempt to procure an operator through a competitive process in accordance with the Uniform Guidance, and Local procurement laws and regulations, however there were no responses to the RFP. The State requires that the one-stop operator is re-competed at least every three years and no later than every four years. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

## Partners

Partner Program	Partner Organization	Authorization / Category	Signatory Official	Contact Information
<i>Co-Located Partners at One-Stop America's Job Centers</i>				
Wagner-Peyser Employment Services	NM Dept. of Workforce Solutions	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>
Jobs for Veterans State Grants	NM Dept. of Workforce Solutions	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C.	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>
Trade Adjustment Assistance	NM Dept. of Workforce Solutions	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>
WIOA Adult, Dislocated Worker, and Youth Programs	SER Jobs for Progress	WIOA title I Adult, Dislocated Worker, and Youth Programs – WIOA Act of 2014	Alex Martinez	1596 Pacheco St Ste 109 Santa Fe NM 87505

<b>Partners Not Co-located at One-Stop - America's Job Centers</b>				
NM Department of Vocational Rehabilitation Services	NM Department of Vocational Rehabilitation Services	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	NM Department of Vocational Rehabilitation Services	Division of Vocational Rehabilitation 435 St. Michaels Dr. Bldg. D Santa Fe, NM 87505
Unemployment Insurance Reemployment Services and Eligibility Assessment	NM Dept. of Workforce Solutions	Budget Control Act, 2016, WIOA Act of 2014,	Unemployment Insurance Reemployment Services and Eligibility Assessment	NM Dept. of Workforce Solutions
Temporary Assistance for Needy Families (TANF)	NM Human Services Dept,	Temporary Assistance for Needy Families (TANF)	NM Human Services Dept,	Temporary Assistance for Needy Families (TANF)
Title V- Senior Community Service Employment	NM Aging and Long Term Services	Senior Community Service Employment Program		2550 Cerrillos Rd Santa Fe NM 87505

Senior Community Service Employment Program SCSEP	NM Goodwill	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 seq.)	Jeff Medina, Director	
National Farmworker Jobs Program Employment and Training Grants	Help – New Mexico	National Farmworker Job Program (NFJP) WIOA Sec. 167	Michael Gutierrez, Chief Executive Officer	5101 Copper Ave NE Albuquerque, NM 87124 505-766-4918 <a href="mailto:Mike.Gutierrez@helpnm.com">Mike.Gutierrez@helpnm.com</a>
Carl Perkins	New Mexico Public Education Department  Santa Fe Community College	Carl D. Perkins Act of 2006 (20 U.S.C. 2301 )	Louise Williams  Ann Black	<a href="mailto:Louise.Williams@state.nm.us">Louise.Williams@state.nm.us</a>  <a href="mailto:Ann.Black@sfcc.edu">Ann.Black@sfcc.edu</a>
Adult Basic Education	Dine College Consortium  Luna Community College  NMSU Grants  Northern New Mexico College	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program	Nick Evangelista  Rock Ulibarri  Tom McGaghie  Liz Abeyta  Jenny Lambert Beaty	<a href="mailto:nick@sagell.org">nick@sagell.org</a>  <a href="mailto:rulibbarri@luna.edu">rulibbarri@luna.edu</a>  <a href="mailto:tjmcgagh@ad.nmsu.edu">tjmcgagh@ad.nmsu.edu</a>  <a href="mailto:liz.abeyta@nnmc.edu">liz.abeyta@nnmc.edu</a>  <a href="mailto:lambertbeatyj@sanjuancollege.edu">lambertbeatyj@sanjuancollege.edu</a>

	San Juan College		Letty Naranjo	<a href="mailto:letty.naranjo@sfcc.edu">letty.naranjo@sfcc.edu</a>
	Santa Fe Community College		Gabe Baca	<a href="mailto:gbaca@unm.edu">gbaca@unm.edu</a>
	UNM - Los Alamos		Laura Jijon	<a href="mailto:lbjijon@unm.edu">lbjijon@unm.edu</a>
	UNM -- Gallup		Judy Hofer	<a href="mailto:Judy@unm.edu">Judy@unm.edu</a>
	UNM Taos			

## Terms and Conditions

### Partner Services

Partners will make the services below available, as applicable to the program, consistent with and coordinated via the NALWDB's American Job Centers. Additional services may be provided on a case by case basis and with the approval of the NALWDB.

<b>Business Services</b>		
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce systems services and products	Conduct on-site Rapid Response activities regarding closures and downsizings	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment, and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
Assist with the interpretation of labor market information	Conduct and or assist with job fairs and hiring events	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

<b>Job Seeker Services</b>		
<b><u>Basic Career Services</u></b>	<b><u>Individualized Career Services</u></b>	<b><u>Training</u></b>
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skill levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group career counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the Local workforce system	Individual counseling and career planning	Training programs operated by the public and private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral, and placement assistance	Skill upgrading and retraining
Information for Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA		Other training services as determined by the workforce partner's governing rules
		Post-employment follow-up services and support

<b>Youth Services</b>	
Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential	Alternative secondary school services, or dropout recovery services, as appropriate
Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate
Supportive services	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months
Follow-up services for not less than 12 months after the completion of participation, as appropriate	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate
Financial literacy education	Entrepreneurial skills training
Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services	Activities that help youth prepare for and transition to postsecondary education and training

## **Roles Responsibilities of the Partners**

### **All Parties to this agreement shall comply with:**

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act of 1990 (Public Law 101-336);
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor;
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99);
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38);
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603);
- All amendments to each; and
- All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

### **Additionally, all Parties shall:**

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above;
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of

customers, maintenance of records, and other confidential information relating to customers; and

- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

### **Chief Elected Official**

CEO'S for the NALWDB will:

- In Partnership with the NALWDB and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by the NALWDB and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- Approve the NALWDB's budget and workforce center cost allocation plan,
- Approve the selection of the one-stop operator following the competitive procurement process, and
- Coordinate with the NALWDB to oversee the operations of the Northern Region's Area's American Job Center network.

### **NALWDB**

The Northern Area Local Workforce Development Board ensures the workforce-related needs of employers, workers, and job seekers in the Northern Area are met, to the maximum extent possible with available resources. The NALWDB will:

- In Partnership with the CEO's and other applicable Partners within the Northern Area, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by NALWDB and their Partners;
- In collaboration and Partnership with the CEO's and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies;
- In cooperation with the Local CEO's design and approve the NALWDB - American Job Center network structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible one-stop center locations and facilities

- Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities)
- A holistic system of supporting services
- A competitively procured one-stop operator
- In collaboration with the CEO's, designee through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s)
- Determine the role and day-to-day duties of the one-stop operator
- Approve annual budget allocations for operation of the American Job Center network
- Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners
- Leverage additional funding for the NALWDB's American Job Center network to operate and expand one-stop customer activities and resources
- Review and evaluate performance of the NALWDB and one-stop operator

### **One-Stop Operator**

- The Northern Area Local Workforce Development Board One-Stop Operations Manager will designate from Partner staff a Site Manager who will act as "functional leaders" for their designated office. As such, they will have the authority to organize and supervise Partner staff, to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member's employer of record. The one-stop operator, through the Center Managers, will, at a minimum:
  - Manage daily operations, including but not limited to:
  - Managing and coordinating Partner responsibilities, as defined in this MOU
  - Managing hours of operation, including the once weekly extended hours of operation
  - Coordinate daily work schedules and work flow based upon operational needs

- Coordinate staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff. Assist the NALWDB in establishing and maintaining the American Job Center network structure.

This includes but is not limited to:

- Ensuring that State requirements for center certification are met and maintained
  - Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible
  - Ensuring that NALWDB policies are implemented and adhered to
  - Adhering to the provisions outlined in the contract with the NALWDB and the NALWDB's Business Plan
  - Reinforcing strategic objectives of the NALWDB to Partners
  - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance as needed
- Integrate systems and coordinate services for the center and its Partners, placing priority on customer service
  - Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts
  - Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g. Skills Development Team or Business Services Team
  - Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program
  - The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center
  - Oversee and coordinate partner, program, and NALWDB's American Job Center network performance.

This includes but is not limited to:

- Providing and/or contributing to reports of center activities, as requested by the NALWDB
- Providing input to the formal leader (partner program official) on the work performance of staff under their review
- Notifying the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status
- Identifying and facilitating the timely resolution of complaints, problems, and other issues
- Collaborating with the NALWDB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the

confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603)

- Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations
- Evaluating customer satisfaction data and propose service strategy changes to the NALWDB based on findings
- Manage fiscal responsibilities and records for the center. This includes assisting the NALWDB with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

The One-Stop operator will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities. NALWDB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

## **Partners**

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement and to pursue acquiring Certified Workforce Development Professional (CWDP) certification for partner staff.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator
- Joint planning, policy development, and system design processes
- Commitment to the joint mission, vision, goals, strategies, and performance measures
- The design assessment, referral, and case management processes
- The use of data sharing methods, as appropriate
- Leveraging of resources, including other public agency and non-profit organization services
- Participation in a continuous improvement process designed to enhance outcomes and increase customer satisfaction
- Participation in regularly scheduled Partner and coordination meetings to exchange information in support of the above and promote program and staff integration

## **Data Sharing**

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603
- All personal information contained in Vocational Rehabilitation records must be protected in accordance with the requirements set forth in 34 CFR 361.38
- Customer data may be shared with other programs, for those programs' purposes, within the NALWDB's American Job Center network only after the informed written consent of the individual has been obtained.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d))
- Release of information/referral forms for WIOA Adult programs (attached)

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

## **Confidentiality**

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and

regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

## **Referrals**

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the NALWDB American Job Center network
- Develop materials summarizing their program requirements and making them available for Partners and customers
- Develop and utilize eligibility determination, assessment, and registration forms / processes

- Provide substantive referrals – in accordance with the NALWDB Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys
- Commit to robust and ongoing communication required for an effective referral process
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level

## **Accessibility**

Accessibility to the services provided by the NALWDB American Job Centers and all Partner agencies is essential to meeting the requirements and goals of the NALWDB American Job Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

### **Physical Accessibility**

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services are available in a convenient and accessible location, and include adequate parking (including parking clearly marked for individuals with disabilities). Indoor space is designed in an "equal and meaningful" manner providing access for individuals with disabilities.

### **Virtual Accessibility**

The NALWDB will work with all appropriate parties to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media, or collaborate with the NALWDB to post content through its website.

### **Communication Accessibility**

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

### **Programmatic Accessibility**

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policy and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all NALWDB's American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs and assistive listening devices must be available to ensure physical and programmatic accessibility within NALWDB's American Job Centers. The NALWDB utilizes the Governor's Commission on Disability for recommendations and assistance to define the best methods and products regarding assistive technology and compliance.

### **Outreach**

The NALWDB and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- Specific steps to be taken by each partner
- An outreach plan to the region's human resources professionals
- An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need
- An outreach and recruitment plan for out-of-school youth
- Sector strategies and career pathway
- Connections to registered apprenticeship
- A plan for messaging to internal audiences
- An outreach tool kit for Partners
- Regular use of social media

- Clear objectives and expected outcomes
- Leveraging of any statewide outreach materials relevant to the region

## **Dispute Resolution**

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the NALWDB Board Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally
- Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the NALWDB Board Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days
- The NALWDB Board Chair (or designee) shall place the dispute on the agenda of a special meeting of the Local WDB's Executive Committee which is comprised of the Chair of each NALWDB committee – (1) Executive Committee, (2) Workforce Connection Performance Committee, (3) Youth Committee, (4) Finance Committee, and (5) Rules Committee, for a total of five (5) individuals. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a two-thirds majority consent of the Executive Committee members present
- The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies
- The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure
- The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU
- The NALWDB Board Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution
- By law, third party disputes will be handled by the Governor's office.

## **Monitoring**

The NALWDB, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law regulations, and State policies
- Those laws, regulations, and policies are enforced properly
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met
- Appropriate procedures and internal controls are maintained, and record retention policies are followed
- All MOU terms and conditions are fulfilled

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

## **Non-Discrimination and Equal Opportunity**

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

## **Indemnification**

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for

injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the NALWDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the NALWDB or the one-stop operator.

***EXCEPTION CLAUSE: Indemnification does not apply to Adult Education partners who are prohibited from contractually creating a general obligation against such university(ies).***

### **Severability**

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

### **Drug and Alcohol-Free Workplace**

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

### **Certification Regarding Lobbying**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

### **Debarment and Suspension**

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

### **Priority of Service**

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

### **Buy American Provision**

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the “Buy American Act.”) and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

### **Salary Compensation and Bonus Limitations**

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

### **Non-Assignment**

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

### **Governing Law**

This MOU will be construed, interpreted, and enforced according to the laws of the State of Any State. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

### **Steps to Reach Consensus**

#### **1. Notification of Partners**

The NALWDB Board Chair (or designee) must notify all Parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

## **2. Negotiations**

Over the course of the four (4) weeks following the formal kickoff meeting, Partners must submit all relevant documents to the NALWDB Board Chair (or designee) to begin the drafting of the MOU. During this time period, additional formal or informal meetings (informational and negotiation sessions) may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all Parties.

## **3. Draft MOU**

Within six (6) weeks of the kickoff meeting, the NALWDB Board Chair (or designee) must email a complete draft of the MOU to all Parties.

## **4. Review and Comment**

Within three (3) weeks of receipt of the draft MOU, all Parties must review and return feedback to the NALWDB Board Chair (or designee). It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of the NALWDB Board Chair (or designee) to ensure all American Job Center Partners to the MOU are aware of the comments and revisions that are needed.

## **5. Finalized Draft**

The NALWDB Board Chair (or designee) must circulate the finalized MOU and secure Partner signatures within four (4) weeks of receipt of feedback. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all Parties.

If determined that a Partner is unwilling to sign the MOU, then the NALWDB Board Chair (or designee) must ensure that the dispute resolution process is followed.

## **MOU Modification Process**

### **1. Notification**

When a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

## **2. Discussion/Negotiation**

Upon notification, the NALWDB Board Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the NALWDB Board Chair (or designee) may call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the NALWDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the NALWDB Board Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a Partner is unwilling to agree to the MOU modification, the NALWDB Board Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

## **3. Signatures**

The NALWDB Board Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the NALWDB Board Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

## **Termination**

This MOU will remain in effect until the end date specified in the *Effective Period* section below, unless:

- All Parties mutually agree to terminate this MOU prior to the end date
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU

- WIOA is repealed or superseded by subsequent federal law
- Local area designation is changed under WIOA
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the NALWDB Board Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the *Modification Process* section above.

All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

### **Effective Period**

This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2020, unless any of the reasons in the Termination section above apply.

### **One-Stop Operating Budget**

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the NALWDB's American Job Center network. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness)
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs
- Ensures that costs are appropriately shared by NALWDB's American Job Center Partners by determining contributions based on the proportionate use of the one-

stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the NALWDB's American Job Center network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Career services
- Shared services

All costs must be included in the MOU, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

**IN WITNESS WHEREOF, the parties have executed this Memoranda of Understanding as of the date of execution below and shall supersede all prior memoranda of understanding among the parties.**

**Partner Agency Name: Capacity Builders, Inc. – Navajo YouthBuilders**

**Authorized Signatory** Merrissa Johnson

**Position Title** Merrissa Johnson, Executive Director

**Date** June 12, 2019

**Northern Area Local Workforce Development Board**

**NALWDB Board Chair** Joseph Weathers

**Board Chair Signature** \_\_\_\_\_

**Date** \_\_\_\_\_