

MEMORANDUM OF UNDERSTANDING

**Operator Agreement
Nevada JobConnect Center
4001 South Virginia Street
Reno, Nevada 89502**

The Nevadaworks Council and the Local Elected Officials acting as the Nevadaworks Board, on October 12, 2007, in public session did designate and certify the Nevada Department of Employment, Training and Rehabilitation (DETR) as its One-Stop operator. The official required One-Stop for the northern Nevada Local Workforce Investment Area per the Workforce Investment Act and implementing regulations is currently located at 4001 South Virginia Street, Reno, Nevada 89502 and is identified as Nevada JobConnect. Unless otherwise noted, all references to One-Stop(s)/JobConnect(s) will be this location.

This Memorandum of Understanding replaces all previous JobConnect Consortium site and Information Technology Memos of Understanding. The Workforce Investment Partners Memo of Understanding remains in effect and is included in this Memo of Understanding as Attachment A.

DETR shall be responsible for site operation of the Reno JobConnect Center on behalf of the Nevadaworks Board.

I. Mission of the Reno JobConnect Center:

The Reno JobConnect Center is a customer-focused delivery system for coordinating employment, training and education services that fully complement northern Nevada's economic development. The Reno JobConnect Center integrates access of several inter-agency collaborative partnerships through a single location.

The Reno Nevada Job Connect Center is to be organized and operated to meet the needs and demands of business and individual customers through the provision of seamless services to all.

II. Operator Responsibilities

The designated operator, DETR, shall provide management resources at the subject JobConnect location through the Employment Security Division.

The duties of the JobConnect Manager shall include but not be limited to the following:

- A. The Manager will be responsible for facility management to insure the JobConnect is in serviceable, safe working order. The manager will maintain the general physical condition of the office and be the single point of contact with the facility property managers. The manager shall locate, plan, and organize the office space in consultation with the partners.
- B. The Manager shall oversee and maintain the resource center, the telephonic system, and the installation of computer equipment through the DETR Information Development and Processing Division.

- C. The Manager will assure automated information system, facility, and personnel security at the subject JobConnect.
- D. The Manager shall design and implement JobConnect customer traffic flow procedures, which shall provide optimum opportunities for customers to receive and partners to deliver those services necessary to have successful outcomes for both parties.
- E. The Manager will coordinate with all JobConnect partners to insure prompt, efficient and courteous service delivery.
- F. The Manager shall guarantee that all veterans are identified and receive priority of service. All veterans shall be registered and interviewed by an ESD Veterans Representative on their initial visit.
- G. The Manager will oversee the JobConnect's routine financial expenditures and send the out of the ordinary financial events through DETR's Chain of Command.
- H. The Manager or his designee will represent the JobConnect on boards, and committees related to training, employment, business, and economic development.

General and administrative operating costs of the Reno JobConnect Center will be the responsibility of DETR.

III. Center Partner Responsibilities

Program Services will be offered through a collaboration of Reno JobConnect Center partners responsible for the delivery, integration and coordination of workforce investment services.

Partners are required to list their jobs in the ESD administered Nevada's One Stop Operating System, also known as Nevada Job Bank, which by default will simultaneously post to America's Job Exchange. Jobs may be referred to the Job Bank or its auxiliary personal for proper posting. Unauthorized and untrained staff will not post jobs. All job announcements will be posted by Employment Security Division personnel.

Each Reno JobConnect Center partner will be responsible for its program specific services including funding for staffing costs and associated direct program specific costs.

Nevadaworks will procure, administer and manage all contracts for Workforce Investment Act Title I staffing and program services and will require the Title I provider have a minimum of one individual assigned full time to the Reno JobConnect Center.

DETR may hire support staff to act as a receptionist and/or to assist in the common areas with written concurrence of the WIA Title I partner. The cost may be divided through the previously agreed upon cost allocation process or renegotiated with the co-located partners. No matter who the designated paymaster is now or in the future the JobConnect Manager will supervise the aforementioned staff to optimize One Stop service delivery. This section does not include professional staff.

At a minimum, the following Core Services will be provided by Reno JobConnect Center Partner programs:

- A. Intake and orientation services relating to employment and training opportunities.
- B. Initial assessment of skill levels, aptitudes, abilities, and supportive service needs.
- C. Job search, placement assistance and career counseling where appropriate.
- D. Provision of employment statistics and labor market information such as job vacancy listing, job skills necessary to obtain jobs, local in-demand occupations and earnings.
- E. Provision of performance information and program cost information on eligible providers of training services.
- F. Provision of information regarding local area performance on the local performance measures.
- G. Provision of accurate information relating to the availability of supportive services available in the local area.
- H. Provision of information regarding filing claims for unemployment compensation.
- I. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs.
- J. Other core services as determined by a partner agency's governing legislation.

IV. Referral Process

All customers receiving services within the Reno JobConnect Center will have access to the full array of workforce investment services. Referrals within the Reno JobConnect Center are based upon customer request in consultation with workforce representatives and partner organizations.

Customer eligibility and a customized program assessment are to be made by the workforce representatives and partners in order to best serve the JobConnect customer and employer needs. The ultimate decision of proper services rests with the JobConnect staff. Customers should be educated on what services they may be eligible for in the broadest sense. Eligibility is not synonymous with entitlement

A referral may be carried out in person, with a written form, telephone call, e-mail, or through the Nevada JobConnect Operating System and will include the following elements:

- A. The customer will be given eligibility information, name, address and hours of operation about a partner or other organization.
- B. To the extent possible and as requested, staff will assist the customer to make an appointment.
- C. Staff will follow-up with the customer or partner organization to become aware of the results of the referral and utilize the services of the partner in managing services with the customer.
- D. All parties agree to use referrals between Partners.

V. Performance Goals and Standards

The Reno JobConnect Center will strive to achieve the highest standard of quality service for its customers and partners.

All customers will receive prompt and courteous service, designed to assist them in achieving all employment goals.

All partners will deliver high quality services and will seek to attain performance standards as established for the measurement of customer satisfaction.

VI. Miscellaneous Provisions

- A. The DETR Director, DETR Deputy Director and the Nevadaworks CEO will meet at least quarterly to review all aspects of this Memo of Understanding to insure complete and satisfactory operation of the Reno JobConnect Center.
- B. The Nevada JobConnect Operating System has been designated by the State of Nevada as the management information and data collection system and it includes a common data repository for Workforce Investment Act activities. DETR agrees to give access to this system to all Reno JobConnect partners who properly execute required confidentiality agreements.
- C. All partners are responsible for their computers/printers/copiers and like equipment unless other arrangements are agreed to in writing by all concerned parties. However *no partner* shall load unapproved software on the JobConnect located computers. All software uploads must be done by DETR IDP Division to assure the security of the system. This includes the resource center computers, which are the sole responsibility of DETR.
- D. All Reno JobConnect Center partners agree to work cooperatively in the collection and exchange of information and data necessary for management information, data collection and reporting requirements contained in the Workforce Investment Act.
- E. All partners are responsible for their own required miscellaneous supplies.
- F. All partners agree to respect each other's organizational practices and management structures in the provision of services.
- G. Should DETR operate other Nevada JobConnect locations within the Nevadaworks service area and should any Workforce Investment Act Title I program operator funded by Nevadaworks desire to participate in those centers, DETR and that provider will reach written agreement between each entity as to the manner of that participation.
- H. Customer complaints or appeals can be handled by the office manager or the individual W.I.A. Program managers and proceed through the Department of Labor/ Workforce Investment complaint process for proper resolution.
- I. Any and all requests for statutorily protected information and/or subpoenas by third parties including law enforcement must be accepted by the DETR office manager only, and transferred to the Administrator of the Employment Security Division, when applicable.

VII. Modification Process

This Memo of Understanding may be modified when determined appropriate and/or necessary by DETR or Nevadaworks. Any modifications to this agreement must be in writing, signed, dated and attached to the original agreement.

VIII. Duration of the Memo of Understanding

This Memo of Understanding shall remain in effect until terminated as a result of changes, revisions or repeal of the Workforce Investment Act of 1998.

DETR or Nevadaworks may withdraw from this Memo of Understanding by giving written notice of intent to withdraw at least 60 calendar days in advance of the effective withdrawal date.

IX. Equal Opportunity and Nondiscrimination Obligations.

1. The parties to this agreement assure that they will fully comply with the nondiscrimination and equal opportunity provisions of Section 188 of the Workforce Investment Act and its implementing regulations at 29 CFR Part 37. These regulations prohibit discrimination because of race, color, religion, sex, national origin, age, disability, sexual orientation, political affiliation or veteran's status, or on the basis of any other classification protected under state or federal law in both participation and employment. In the case of participants only, they prohibit discrimination based on citizenship, or his or her participation in any Workforce Investment Act Title I financially assisted program or activity.

2. The parties to this agreement will assure that complaints alleging discrimination on any of the above bases will be processed in accordance with 29 CFR Part 37.76. Copies of the complaint procedures developed pursuant to 29 CFR Part 37.76 and approved by the U.S. Department of Labor's Civil Rights Center will be disseminated to provide detailed instructions on the specific steps to be followed in processing discrimination complaints and the name(s) and telephone number /TTY/TTD of the designated EEO Officer or designee to handle these complaints in the Employment Connection delivery system.

3. DETR and Nevadaworks agree that the Reno JobConnect facilities are programmatically and architecturally accessible with reasonable accommodations for individuals with disabilities. They will provide ongoing and continuing notification that it does not discriminate on any of the prohibited basis in accordance with 29 CFR Parts 37.29 through 37.34 of the implementing regulations for Section 188 of the Workforce Investment Act.

IN WITNESS THEREOF, the parties execute this Memorandum of Understanding for the Reno JobConnect Center effective October 12, 2007.


Thomas C. Fitzgerald, Chief Executive Officer, Nevadaworks

1/15/08
Date


Larry J. Mosley, Director, Department of Employment, Training and Rehabilitation

2-7-8
Date

Attachment A

**MEMORANDUM OF UNDERSTANDING
Northern Nevada Workforce Investment Area
WORKFORCE INVESTMENT PARTNERS**

I. GENERAL TERMS AND PROVISIONS

This Memorandum of Understanding (MOU) is entered into in the spirit of cooperation and collaboration by the northern Nevada Local Workforce Investment Board, hereafter referred to as "Nevada Works Council" and the OneStop Delivery System signatory partners, hereafter referred to as "the Workforce Investment Partners" to describe how their various programs and resources will be coordinated to better serve their mutual customers, both employers and job seekers, through an integrated system of service delivery.

REFERENCE

As specified in Section 121 of the Workforce Investment Act (WIA) and implementing regulations at Part 662- Description of the One-Stop System under Title I of the Workforce Investment Act, Subpart C - Memorandum of Understanding for the One-Stop Delivery System, the Local Board, with the agreement of the Chief Local Elected Official, will develop and enter into a Memorandum of Understanding with the Workforce Investment Act partners, consistent with the following requirements.

II. PURPOSE

The NevadaWorks Council and the Workforce Investment Partners enter into this Memorandum of Understanding for the purpose of creating a workforce partnership to support and operate a "single service delivery system" under which workforce investment, educational and other human resource programs and funding streams collaborate to create a seamless system of service delivery that will enhance access to programs' services and improve long-term employment outcomes. By entering into this agreement, the Workforce Investment Partners make a commitment to the following basic guiding principles for northern Nevada's Workforce Investment system:

Integrated Systems providing universal access offering as many employment, training and education services as possible to employers and individuals;

Comprehensive System offering useful information with wide and easy access to needed services;

Customer Focus providing the means for customers to judge the quality of services and make informed choices; and

Performance Based reflecting measurable outcomes including customer satisfaction.

III. WIA WORKFORCE INVESTMENT PARTNERS

A. REQUIRED WORKFORCE INVESTMENT PARTNERS

REQUIRED WORKFORCE INVESTMENT PARTNER	REPRESENTED AGENCY
1. WIA Title I Adult	NevadaWorks
2. WIA Title I Dislocated Worker	NevadaWorks
3. WIA Title I Youth	NevadaWorks
4. Welfare-to-Work	NevadaWorks
5. Job Corps	Job Corps
6. Migrant & Seasonal Farm Workers	DETR
7. Veterans' Workforce Programs	DETR
8. Programs under Wagner-Peyser	DETR
9. Programs under Parts A & B of the Rehabilitation Act	DETR
10. TAA & NAFTA	DETR
11. Disabled Veterans Outreach Programs	DETR
12. Unemployment Compensation	DETR
13. WIA Title II Adult Education and Literacy	Dept. of Education
14. Postsecondary Vocational Education under Carl D. Perkins	Dept. of Education
15. Senior Community Services under Title V	Dept. of Human Resources
16. WIA Title I Native American Programs	Dept. of Human Resources
17. Employment & Training under the Community Services Block Grant	Dept. of Human Resources
18. Employment & Training under the Department of Housing & Urban Development	HUD

B. NON-PARTICIPATION BY WORKFORCE INVESTMENT PARTNER

If a required Workforce Investment Partner chooses non-participation, all efforts will be made to come to resolution on the issue(s) that prevent participation. In the event of non-participation, alternative representative(s) will be sought to Workforce Investment System represent the required Workforce Investment Partner or funding stream. If agreement cannot be reached, the Nevada Works Council will refer the impasse to the State Workforce Investment Board and request assistance in resolving the issue.

A Workforce Investment Partner choosing not to participate in the MOU will not be eligible for appointment to the Nevada Works Council.

C. PARTNERSHIPS IN PLANNING AND DEVELOPMENT

The Workforce Investment Partners agree to engage in continuous partnership building, planning and development of their respective programs, to promote:

Services that are

- responsive to workforce needs of employers;
- responsive to employment and training needs of individuals;
- flexible and responsive to local economic conditions; and

Programs that

- support long and short range strategic planning principles including quality management and continuous improvement;
- incorporate common data collection and reporting! where feasible;
- support partnerships among State and local representatives engaged in workforce investment activities and related workforce preparation and development;
- encourage locally coordinated leadership in the workforce system incorporating performance management focused on the need of the customers.

D. CORE SERVICES

Workforce Investment Partners agree to provide access to and information regarding partner program(s) and their applicable core services to all customers which at a minimum will include:

- a. Basic eligibility; and
- b. Orientation to services available.

E. COORDINATION OF PROGRAM SERVICES

As the administrative agencies for the respective programs the Workforce Investment Partners agree to ensure coordination of services provided by program operators within the overall workforce investment system throughout northern Nevada as follows:

REQUIRED WORKFORCE INVESTMENT PARTNER	AGENCY	PROGRAM SERVICES
1. WIA Title I - Adult Program (Program Eligibility Criteria Apply)	NevadaWorks	Registration, case management, career counseling, job development, referrals, support service all specific to program eligible clients
2. WIA Title I - Dislocated Worker Prgm (Program Eligibility Criteria Apply)	NevadaWorks	Registration, case management, career counseling, job development, referrals, support service all specific to program eligible clients
3. WIA Title I - Youth Program (Program Eligibility Criteria Apply)	NevadaWorks	Registration, case management, career counseling, job development, referrals, support service all specific to program eligible clients
4. Welfare-to-Work (Program Eligibility Criteria Apply)	NevadaWorks	Registration, case management, career counseling, job development, referrals, support service all specific to program eligible clients
5. WIA Title I - Job Corps (Program Eligibility Criteria Apply)	Job Corps	Eligibility criteria assessment, program orientation, information regarding admissions, education, jobs and services specific to Job Corps programs
6. WIA Title I - National Programs Migrant & Seasonal Farm Workers	DETR	Intake and referral
7. WIA Title I - National Programs Veterans' Workforce Programs (Program Eligibility Criteria Apply)	DETR	Assessment, vocational counseling, group job search workshops, job referrals, training opportunities
8. WIA Title III - Related Activities Wagner-Peyser	DETR	Labor exchange services
9. WIA Title IV - Rehabilitation Programs under Parts A & B of the Rehabilitation Act (Program Eligibility Criteria Apply)	DETR	Assessment, eligibility, counseling, guidance, referrals, vocational & training services, supportive services, physical & mental restoration services
10. TAA & NAFTA (Program Eligibility Criteria Apply)	DETR	Training, job search, reemployment and supportive services
11. Disabled Veterans Outreach Programs (Program Eligibility Criteria Apply)	DETR	Assessment, vocational counseling, group job search workshops, job referrals, training opportunities
12. Unemployment Compensation	DETR	Unemployment claims
13. WIA Title II Adult Education and Literacy (Program Eligibility Criteria Apply)	Department of Education	Basic literacy, English as a Second Language, English Literacy/Civics, Educational Development tests preparation.

14. Postsecondary Vocational Education under Carl D. Perkins (Program Eligibility Criteria Apply)	Department of Education	Academic advisement & assessment, career guidance, financial aid information, developmental education, internships, education & customized training and information for nontraditional employment areas
15. Senior Community Services under Title V (Program Eligibility Criteria Apply)	Dept. of Human Resources	Registration, intake, orientation, placement assistance, career counseling, and job search
16. WIA Title I - National Programs Native American Programs (Program Eligibility Criteria Apply)	Dept. of Human Resources	Intake, enrollment, case management, vocational counseling, job development, placement assistance, referral and support services
17. Employment & Training under the Community Services Block Grant	Dept. of Human Resources	Information regarding public and private funding sources
18. Employment & Training under HUD	HUD	Information on programs, workshops

F. METHODS OF REFERRAL

Workforce Investment Partners agree to jointly develop and mutually implement processes for referral and where applicable, common intake.

Referral processes will be tailored to and documented by site agreements for integrated services specific to each community and local area.

G. EMPLOYER SERVICES

The Workforce Investment Partners acknowledge that employers are a primary customer of the workforce investment system and agree to the following:

Direct employer input shall be sought in planning programs within the workforce investment system.

Employer input related to employer needs shall be sought through all possible avenues such as job development activities, job fairs, trade associations and chambers of commerce.

Guidance from the business members of the NevadaWorks Board shall be sought in designing targeted employer services.

Reports and other materials related to workforce investment activities shall be made available to all Workforce Investment Partners.

H. UNIVERSAL ACCESS

The Workforce Investment Partners agree that universal access to workforce investment services is critical. Policies adopted locally will ensure access for all customers including those with special needs, such as those with literacy deficits, physical or learning disabilities, limited English speakers; and others with economic or geographical barriers to education, services or employment.

I. CAPACITY BUILDING

Workforce Investment Partners agree to a high level of professional standards related to staff competencies and protocols, as well as a professional environment for customers.

Capacity building efforts shall be examined in the context of adaptability to needed change, customer service and continuous improvement.

Workforce Investment Partners agree to support the cross training of staff on the services of each participating partner and the spectrum of related services available through the respective agencies. As appropriate, site visits, field trips, and joint training shall be available to staff.

The Workforce Investment Partners agree to work continuously to ensure collaboration with State and regional efforts in meeting workforce investment system capacity building needs.

J. COSTS OF OPERATING THE WORKFORCE INVESTMENT SYSTEM

The Workforce Investment Partners agree to coordinate existing program resources to ensure an integrated system of service delivery is available to all customers.

The costs of operating the workforce investment system will be born by all Workforce Investment Partners through direct and indirect participation, cooperation and collaboration among programs, within the parameters of each programs funding. Specific costs to be shared will be delineated in the cost allocation portion of local site agreements.

Each Workforce Investment Partner will be responsible for the administration and cost of providing their specific programs core services through this MOU.

IV. PERFORMANCE ACCOUNTABILITY

The Workforce Investment Partners agree to plan and operate programs which support WIA performance accountability initiatives that:

- Enhance performance as defined and outlined in WIA Section 122;
- Incorporate the principle of continuous improvement in the workforce system; and
- Result in customer satisfaction for job seekers and employers using the workforce system throughout northern Nevada.

V. TERMS / AMENDMENTS

The term of this agreement is from: July 1, 2001 and will continue until terminated by the repeal of the Workforce Investment Act of 1998, or in accordance with the terms herein. Amendments to this MOU may be made upon consensus of the Workforce Investment Partners! 30 days prior to the effective date of the change.

VI. TERMINATION OF PARTICIPATION

A Workforce Investment Partner may terminate participation in this MOD upon notification in writing submitted to the NevadaWorks Council addressed to:

NevadaWorks, 600Mill Street! Reno, Nevada 89502

If a required Workforce Investment Partner chooses to terminate participation all efforts will be made to come to resolution on the issue(s) that caused termination. Alternative representative(s) will be sought to represent the required Workforce Investment Partner or funding stream. If an alternative representative cannot be identified! the Nevada Works Council will refer the matter to the State Workforce Investment Board and request assistance in resolving the issue.

A Workforce Investment Partner choosing to terminate participation in the MOU will also forfeit their position/ appointment on the Nevada Works Council.

VII. NON-DISCRIMINATION

All Workforce Investment Partners to this agreement certify that they are equal opportunity employers and programs. All agree that they will not discriminate in their employment practices or services on the basis of gender, age, race, color, creed, religion, national origin, disability, sexual orientation or veteran's status, or on the basis of any other classification protected under state or federal law.

The Workforce Investment Partners assure compliance with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

The Workforce Investment Partners further certify that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues.

VIII. GOVERNING LAW

This MOU is governed by and shall be interpreted in accordance with the laws of the State of Nevada, Workforce Investment Act enabling legislation, and the Workforce Investment Act of 1998.

IX. UNENFORCEABLE PROVISIONS

In the event that any provision of this MOU is unenforceable or held to be unenforceable, the Workforce Investment Partners agree that all other provisions of this agreement shall remain in full force and effect, and shall not be affected.

X. CONFIDENTIALITY

The Workforce Investment Partners agree to comply with the confidentiality provisions of WIA and all other appropriate statutes and requirements to assure that:

1. All applications and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
2. No person will publish or disclose, use, or permit, cause to be published or disclosed or used, any confidential information pertaining to applicants, participants, or customers overall.

XI. APPROVAL

This MOU will be in effect upon approval and signature of each of the Workforce Investment Partners. The MOU, once fully executed, becomes a part of the NevadaWorks Local Workforce Investment Plan.

IN WITNESS THEREOF, the Workforce Investment Partners execute this Memorandum of Understanding.

Dated: 9-28-, 2001

Local Elected Officials

Judie Fisher
Signature

Chair & Chief Local Elected Official

Dated: 9-20, 2001

NevadaWorks Council

Amos T. Riley
Signature

Chair

Dated: 8/20, 2001

Department of Employment, Training and
Rehabilitation (DETR)

[Signature]
Signature

Director

Title

Dated: _____, 2001

Department of Education

[Signature]
Signature

8-29-01

Title
Superintendent of Public
Instruction

Dated: 8/27, 2001

Department of Human Resources

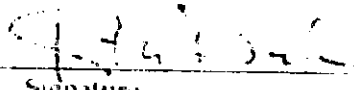
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Director

Title

Dated 9/28, 2001

Job Corps



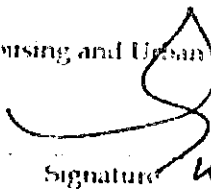
Signature



Title

Dated 9/14, 2001

Housing and Urban Development (HUD)



Signature

WAYNE WAITE



Title