

# **City and County of Honolulu**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014**

**AMERICAN JOB CENTER NETWORK**

**MEMORANDUM OF UNDERSTANDING**

**2023-2026**

# Table of Contents

1. PURPOSE.....	2
2. VISION/MISSION OF THE AJC .....	2
3. PARTNERS.....	4
4. PARTNER SERVICES TO BE PROVIDED THROUGH THE AJC.....	8
BUSINESS SERVICES.....	8
JOB SEEKER SERVICES .....	8
Basic Career Services: .....	8
Individualized Career Services: .....	9
Training Services: .....	9
YOUTH SERVICES.....	9
5. METHODS OF REFERRAL.....	10
6. ROLES AND RESPONSIBILITIES OF ALL PARTIES .....	10
MAYOR .....	11
OWDB .....	11
LOCAL WORKFORCE DEVELOPMENT BOARD STAFF.....	12
PARTNERS.....	12
ONE-STOP OPERATOR.....	12
7. CAPACITY BUILDING .....	13
8. MARKETING .....	13
9. SITE SUPERVISION .....	13
10. COST ALLOCATION .....	13
11. ACCESSIBILITY .....	14
12. CONFIDENTIALITY .....	14
13. GENERAL TERMS AND PROVISIONS .....	14
A. APPROVAL .....	14
B. MODIFICATION .....	15
C. DISPUTES AND RESOLUTIONS.....	15
D. TERMINATION .....	15
E. EFFECTIVE PERIOD .....	16
F. MONITORING/AUDITS.....	16
G. NON-DISCRIMINATION CLAUSE.....	16
H. GOVERNING LAW .....	17
I. INDEMNIFICATION .....	17
J. UNENFORCEABLE PROVISIONS .....	17
K. PRIORITY OF SERVICE .....	17
SIGNATURE PAGE 1 .....	18

# American Job Center Oahu Network

## WORKFORCE INNOVATION AND OPPORTUNITY ACT

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is executed between the Chief Local Elected Official, Mayor of the City and County of Honolulu (hereinafter “Mayor”), the Oahu Workforce Development Board (“OWDB”), and the American Job Center One-Stop Partners (hereinafter “Partners”). They are collectively referred to as the “Parties” to this MOU.

#### 1. PURPOSE

The purpose of this MOU is to establish a viable framework in which OWDB and Partners will be able to provide one-stop services for employers, their employees, those seeking employment, and other interested parties within the City and County of Honolulu.

The purpose of the American Job Center (“AJC”) is two-fold: (1) to create a seamless system of service delivery that will enhance access to the individual programs’ services while improving long-term employment outcomes for both job seeker and employers; and 2) to ensure that workforce development activities are provided by one-stop partners and are accessible at not less than one physical center (referred to as a one-stop), thus giving access to a continuum of workforce activities.

In entering into this agreement, the Parties make the commitment to maintain not only the basic provisions of the Workforce Innovation and Opportunity Act (“WIOA”), but also to enact the basic guiding principles for Oahu’s One-Stop delivery system that services be:

- Integrated (offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills) and affording universal access;
- Comprehensive (offering a large array of useful information with wide and easy access to needed services);
- Customer Focused (providing the means for customers to judge the quality of services and make informed choices); and
- Performance Based (based on clear outcomes to be achieved; mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction).

#### 2. VISION OF THE AJC

All job-seekers will have the skills needed for sustainable employment and self-sufficiency now and in the future, and all employers who sustain, grow, and diversify our local economy will have competitively-skilled employees.

To reach this vision the City and County of Honolulu will work to achieve the following goals:

- provide coordinated, aligned services;
- prioritize services to vulnerable populations with barriers to employment as described under WIOA, including veterans, unemployed workers, individuals with disabilities, homeless individuals and Native Hawaiians, which are currently of critical concern in the State;

- develop sector strategies and support a career pathways system that will integrate education and training, and move skilled job seekers into high need industries and growth industries that will diversify the economy;
- support sustainable employment and self-sufficiency; and
- fully engage employers in the workforce development system.

3. **PARTNERS**

<b>Partner Program</b>	<b>Partner Organization</b>	<b>Signatory Official</b>	<b>Contact Information</b>
WIOA Title I Adult Program	WorkHawaii Division City and County of Honolulu Department of Community Services	<b>Anton Krucky</b> Director	<b>City and County of Honolulu Department of Community Services</b> 925 Dillingham Blvd., Suite 200 Honolulu, HI 96817 808-768-7759 Anton.krucky@honolulu.gov
AEFLA program - Adult Education and Family Literacy Act	Waipahu Community School for Adults  McKinley Community School for Adults	<b>Keith Hayashi</b> State Superintendent	<b>Hawaii Department of Education</b> Queen Liliuokalani Building 1390 Miller Street Honolulu, HI 96813  Mailing address: P.O. Box 2360 Honolulu, HI 96804 808-586-3313 Keith_Hayashi@notes.k12.hi.us
Career and Technical Education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006	Community College System on Oahu	<b>Dr. Erika Lacro</b> Vice President of Community Colleges	<b>University of Hawaii Community Colleges</b> 2444 Dole Street, Bachman 207 Honolulu, HI 96822 808-956-7038 lacro@hawaii.edu
Community Services Block Grant Employment and Training Activities	Honolulu Community Action Program	<b>Robin Fakaosi</b> Executive Director	<b>Honolulu Community Action Program</b> 1132 Bishop Street, Suite 110 Honolulu, HI 96813 808-447-5451 robinf@hcapweb.org

WIOA Title I Dislocated Worker Program	WorkHawaii Division City and County of Honolulu Department of Community Services	<b>Anton Krucky</b> Director	<b>City and County of Honolulu</b> <b>Department of Community Services</b> 925 Dillingham Blvd., Suite 200 Honolulu, HI 96817 808-768-7759 Anton.krucky@honolulu.gov
Housing and Urban Development Program	WorkHawaii Division City and County of Honolulu Department of Community Services	<b>Anton Krucky</b> Director	<b>City and County of Honolulu</b> <b>Department of Community Services</b> 925 Dillingham Blvd., Suite 200 Honolulu, HI 96817 808-768-7759 Anton.krucky@honolulu.gov
Indian & Native American Program WIOA Title	Alu Like, Inc.	<b>Winona Whitman</b> Statewide Department Director, Employment and Training	<b>ALU LIKE, Inc. Central Administration</b> Airport Trade Center 550 Paiea Street, Suite 226 Honolulu, HI 96819 808-535-6761 wiwhitm@alulike.org
Jobs for Veterans State Grants Chapter 41 of Title 38	Department of Labor and Industrial Relations Workforce Development Division	<b>Maricar Pilotin-Freitas</b> Administrator	<b>Department of Labor and Industrial Relations</b> <b>Workforce Development Division</b> Keelikolani Building 830 Punchbowl Street Honolulu, HI 96813 808-586-8817 maricar.r.pilotin-freitas@hawaii.gov
Job Corps	Job Corps Hawaii	<b>Ellen May</b> Center Director	<b>Hawaii Job Corps Center</b> 41-467 Hihimanu Street Waimanalo, HI 96795 808-259-6005 may.ellen@jobcorps.org
National Farmworker Jobs Program /Migrant & Seasonal Farmworker Programs WIOA Title I	Maui Economic Opportunity, Inc.	<b>Debbie Cabebe</b> Chief Executive Officer	<b>Maui Economic Opportunity, Inc.</b> 99 Mahalani Street Wailuku, HI 96793 808-249-2990 debbie.cabebe@meoinc.org

<p>Programs authorized under the Social Security Act Title IV, part A (TANF)</p>	<p>Department of Human Services</p>	<p><b>Catherine Betts</b> Director</p>	<p><b>Department of Human Services</b> Attn: Director's Office P.O. Box 339 Honolulu, HI 96809-0339 (808) 586-4997 cbetts@dhs.hawaii.gov</p>
<p>Senior Community Service Employment Program Title V of the Older Americans Act of 1965</p>	<p>Department of Labor and Industrial Relations Workforce Development Division</p>	<p><b>Maricar Pilotin-Freitas</b> Administrator</p>	<p><b>Department of Labor and Industrial Relations</b> <b>Workforce Development Division</b> Keelikolani Building 830 Punchbowl Street Honolulu, HI 96813 808-586-8817 maricar.r.pilotin-freitas@hawaii.gov</p>
<p>Second Chance Act</p>	<p>University of Hawaii - Windward Community College</p>	<p><b>Dr. Ardis Eschenberg</b> Chancellor</p>	<p><b>Windward Community College</b> 45-720 Kea`ahala Rd. Kane`ohe, HI 96744 808-235-7402 ardise@hawaii.edu</p>
<p>State VR program, authorized under Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV</p>	<p>Department of Human Services</p>	<p><b>Lea Dias</b> Administrator</p>	<p><b>Department of Human Services</b> Division of Vocational Rehabilitation 1901 Bachelot Street Honolulu, Hawaii 96817 (808) 586-5275 ldias@dhs.hawaii.gov</p>
<p>Unemployment Compensation Programs</p>	<p>Unemployment Insurance Division</p>	<p><b>Anne Perreira-Eustaquio</b> Administrator</p>	<p><b>Department of Labor and Industrial Relations</b> Unemployment Insurance Division 830 Punchbowl Street Room 325 Honolulu, HI 96813 808-586-9069 anne.e.perreira-eustaquio@hawaii.gov</p>

<p>Wagner-Peyser Act Employment Service, as authorized under the Wagner- Peyser Act, as amended by WIOA Title III</p>	<p>Department of Labor and Industrial Relations Workforce Development Division</p>	<p><b>Maricar Pilotin-Freitas</b> Administrator</p>	<p><b>Department of Labor and Industrial Relations</b> <b>Workforce Development Division</b> Keelikolani Building 830 Punchbowl Street Honolulu, HI 96813 808-586-8817 maricar.r.pilotin-freitas@hawaii.gov</p>
<p>WIOA Title I Youth Program</p>	<p>WorkHawaii Division City and County of Honolulu Department of Community Services</p>	<p><b>Anton Krucky</b> Director</p>	<p><b>Department of Community Services</b> 925 Dillingham Blvd., Suite 200 Honolulu, HI 96817 808-768-7759 Anton.krucky@honolulu.gov</p>
<p>YouthBuild</p>	<p>Kāpili Like, Inc</p>	<p><b>U'ilani Fonoti</b> Executive Director</p>	<p><b>Kāpili Like, Inc.</b> P.O. Box 155 Waimanalo, HI 96795 808-688-4624 uilani@kapiliike.org</p>
<p>WIOA Title I Rapid Response</p>	<p>Department of Labor and Industrial Relations Workforce Development Division</p>	<p><b>Maricar Pilotin-Freitas</b> Administrator</p>	<p><b>Department of Labor and Industrial Relations</b> <b>Workforce Development Division</b> Keelikolani Building 830 Punchbowl Street Honolulu, HI 96813 808-586-8817 maricar.r.pilotin-freitas@hawaii.gov</p>
<p>USA: Growth Opportunities (GO) 2022</p>	<p>Kinai 'Eha</p>	<p><b>Josiah Akau</b> Executive Director</p>	<p><b>Kinai 'Eha</b> 346 Keaniani Street Kailua, HI 96734 808-781-8191 josiah@kinaieha.org</p>

#### **4. PARTNER SERVICES TO BE PROVIDED THROUGH THE AJC**

At a minimum, Partners will make the below services available, as applicable to the program, consistent and coordinated via the AJC network system. Additional services may be provided on a case-by-case basis with the approval of the OWDB and Mayor.

##### **BUSINESS SERVICES**

- 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 system's services and products
- 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 (ITA) with eligible training providers
- Assist with the interpretation of labor market information
- Conduct job fairs
- 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

##### **JOB SEEKER SERVICES**

###### **Basic Career Services:**

- Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system
- Initial assessments of skill level(s), aptitudes, abilities, and supportive service needs
- In-and-out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)
- Access to employment opportunity and labor market information
- Performance information and program costs for eligible providers of training, education, and workforce services
- Information on performance of the Local workforce system
- Information on the availability of supportive services and referral to such, as appropriate
- Information and meaningful assistance on Unemployment Insurance claim filing
- Determination of potential eligibility for workforce Partner services, programs, and referral(s)
- Information and assistance in applying for financial aid for training and education programs not provided under WIOA

### **Individualized Career Services:**

- Comprehensive and specialized assessments of skills levels and 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
- Referral to training services
- Group counseling
- 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
- Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance
- Work experience, transitional jobs, registered apprenticeships, and internships
- Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct services to prepare individuals for unsubsidized employment or training)

### **Training Services:**

- Occupational skills training through ITAs
- On-the-Job training (OJT)
- Incumbent worker training
- Training programs operated by the private sector
- Skill upgrading and retraining
- Entrepreneurial training
- Job readiness training
- Adult education and literacy activities, including activities of English language acquisition

### **YOUTH SERVICES**

- 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 Youth Services
- 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 twelve (12) months
- Follow-up services for not less than twelve (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

## **5. METHODS OF REFERRAL**

Partners agree to develop, implement, and modify the processes, procedures, and forms necessary for the seamless referral of AJC customers. Parties agree to cross-train and/or cross-inform each other's staff on their policies, procedures and services. As appropriate, site visits, field trips and joint training shall be available for appropriate staff.

The primary principle of the Single Sign On system is to provide integrated and seamless delivery of service to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

Customer referrals from one Partner to another Partner require that:

1. Partners agree to use the Single Sign On system when identified by the Workforce Development Council.
2. Partners familiarize themselves with basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partner's programs represented in the OWDB AJC network.
3. Partners develop materials summarizing their program requirements and making them available for Partners and customers.
4. Partners regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
5. Partners commit to actively follow up on the results of referrals and ensuring that Partner resources are being leveraged at an optimal level.

## **6. ROLES AND RESPONSIBILITIES OF ALL PARTIES**

The Parties to this agreement will work closely together to ensure that AJC(s) are high-performing work places with staff who will ensure quality of service.

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), as amended,
- 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 person 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, service 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 to participate in a continuous improvement process and increase customer satisfaction, and participate in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

## **MAYOR**

The Mayor will, at a minimum:

- In Partnership with the OWDB and other applicable Partners within the county, develop and submit a single Local Area Plan that includes a description of the activities that shall be undertaken by OWDB and their Partners.
- Approve the OWDB budget and workforce center cost allocation plan, and
- Coordinate with the OWDB to oversee the operations of the AJC Hawaii network on Oahu.

## **OWDB**

The OWDB ensures the workforce-related needs of employers, workers, and job seekers in the local area are met, to the maximum extent possible, with available resources. The OWDB will, at a minimum, in partnership with the Mayor and other applicable Partners within the City and County of Honolulu, develop and submit a Local Area Plan that includes a description of the activities that shall be undertaken by the OWDB and its Partners. This includes, but is not limited to:

- Adequate, sufficient, and accessible one-stop center location(s) 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 human-centered design system of supporting services,
- One or more competitively procured one-stop operators,
- In collaboration with the Mayor, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s),

- Determine the role and scope of services of the one-stop operator,
- Approve annual budget allocations for operation of the AJC network, and
- Review and evaluate performance of the AJC and one-stop operator.

### **LOCAL WORKFORCE DEVELOPMENT BOARD STAFF**

- Assist the Mayor and the OWDB with the development and submission of a single Local Area Plan,
- Support the OWDB with the implementation and execution of the local area's vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- Provide operational and grant-specific guidance to the one-stop operator,
- Investigate and resolve elevated customer complaints and grievance issues,
- Prepare regular reports and recommendations to the OWDB, and
- Oversee negotiations and maintenance of MOU with one-stop Partners.

### **PARTNERS**

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

- Cross-training and/or cross informing of staff, as learning opportunities that promote continuous quality improvement,
- 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,
- Use of common intake (core partners), assessment, referral, and case management processes,
- The use of common and/or linked data management systems and data sharing methods, as appropriate, and
- Leveraging of resources, including other public agency and non-profit organization services.

### **ONE-STOP OPERATOR**

The OWDB, with the agreement of the Mayor, competitively procures and selects a One-Stop Operator for the City and County of Honolulu every three (3) years. The next One Stop Operator contract will be executed by July 01, 2025.

The Parties agree that the One-Stop Operator, at a minimum, will:

- Manage daily operations,
- Manage and coordinate Partner responsibilities, as defined by this MOU,
- Coordinate daily work schedules and work flow based upon operational needs, and
- Assist the OWDB in establishing and maintaining the AJC network structure including but not limited to:
  - Ensuring the State requirements for center certification are met and maintained,
  - Ensuring that career services outlined in WIOA sec. 134 (c)(2) are available and accessible,
  - Ensuring that OWDB policies are implemented and adhered to,
  - Adhering to the provisions outlined in the contract with the OWDB and the Local Area Plan,
  - Ensuring staff are properly trained by their formal leadership organization and provided technical assistance, as needed,
  - Integrate systems and coordinate services for the center and its Partners, placing priority on customer service,

- Oversee and coordinate partner, program, and AJC network performance,
- Providing and/or contributing to reports of center activities, as requested by the OWDB,
- Identifying and facilitating the timely resolution of complaints, problems, and other issues,
- Collaborating with the OWDB 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 system,
- Ensuring open communication with Partners in order to facilitate efficient and effective center operations,
- Evaluating customer satisfaction data and proposing service strategy changes to the OWDB based on findings, and
- Manage fiscal responsibilities and records for the center.

## **7. CAPACITY BUILDING**

- A. Parties to the MOU agree that high standards of professional service and conduct, as well as professional work environments, are required in the AJC.
- B. Capacity-building efforts shall be examined periodically for their effectiveness in staff adaptability to change, improvements in customer service, and continuous improvement progress.
- C. The Parties agree to ensure collaboration with State and regional efforts to identified capacity building needs.

## **8. MARKETING**

The Parties to the MOU agree to work with the One-Stop Operator and assist in efforts regarding marketing/rebranding strategy informing job seekers, employed individuals, employers and the community at large about the services available through the AJC will be required and will be developed.

## **9. SITE SUPERVISION**

- A. Parties to the MOU recognize that it is the responsibility of the One-Stop Operator of the AJC to implement broad-based agency practices and management structures as well as provide day-to-day AJC site supervision of all co-located Partners.
- B. Partners also agree to respect each other's organizational practices and management structures in the provision of services under the agreement.

## **10. COST ALLOCATION**

In accordance with the Workforce Innovation and Opportunity Act (WIOA) Program, each local workforce investment area must establish a One-Stop System which is accessible at not less than one physical center (referred to as a one-stop center), where career and training services are made available and access to other activities can be carried out by its Partners.

The One-Stop Operating Budget and Infrastructure Funding Agreement (IFA) was established in order to create a financial plan, including terms and conditions, to fund the services and operating costs of the AJC network. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the City and County of Honolulu Local Area's high-standard AJC network. The Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating

Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall community.

The cost allocation budget was established according to the WIOA Bulletin No. 12-16.

### Monitoring

The Partners agree that performance and operations, as well as the cost allocation methodology, of this MOU will be reviewed by the One-Stop Operator quarterly. The One-Stop Operator will provide the Partners the results of this review so the Partners may determine if they wish to modify the MOU in accordance with Section 13.B.

## **11. ACCESSIBILITY**

Accessibility to the services provided by the AJC(s) and all Partners is essential to meeting the requirements and goals of the AJC network. Job seekers and businesses must be able to access 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.

AJC(s) will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the high standards of accessible design. Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

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.

## **12. CONFIDENTIALITY**

Parties to this MOU agree to comply with the confidentiality provisions of WIOA, Hawai'i Administrative Rules, Employment Security Law of the State of Hawai'i, and/or any other Partner's law or requirement. Except as otherwise required by law, the Parties agree that:

- A. All applications and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be kept confidential by each Partner except that such information may be shared with other Partners for purposes directly connected with the delivery of such services.
- B. No person shall publish, disclose, use, or permit or cause to be published, disclosed or used, any confidential information pertaining to any AJC applicants, participants, or customers.

## **13. GENERAL TERMS AND PROVISIONS**

### **A. APPROVAL**

This MOU is of no force or effect until signed by authorized representatives of all Parties. The MOU, once executed, becomes a part of the OWDB Local Area Plan.

## **B. MODIFICATION**

1. If a Partner wants to modify the MOU, the Partner must first provide written notification to the OWDB chair (or designee) and outline the proposed modifications.
2. Upon notification, the OWDB Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with the Partner in a timely manner and as appropriate.
3. Depending upon the type of modification, this can be accomplished through email communications through the OWDB Chair (or designee). If the proposed modification is extensive and is met with opposition, the OWDB Chair (or designee) may need to call a meeting with the Partner to resolve the issue. Upon agreement, a modification will be processed.
4. If it is determined that a Partner is unwilling to agree to the MOU modification, the OWDB Chair (or designee) must ensure that the process in the Dispute and Resolutions section is followed.

## **C. DISPUTES AND RESOLUTIONS**

Parties shall continue with the responsibilities under this MOU during any dispute. Disputes shall be resolved in a timely manner, directly involving the parties to the dispute. In the event that an impasse should arise between the Partner and/or the OWDB regarding the terms and conditions, the performance, or administration of this MOU, the following procedure will be initiated: (1) the OWDB and Partners shall document the negotiations and efforts that have taken place to resolve the issue; (2) the OWDB Chairperson shall meet with the Mayor and/or the Partner(s) and/or the One-Stop Operator based on the nature of the impasse to resolve the issue; and (3) if an agreement cannot be reached, the Workforce Development Council will provide assistance in resolving the issue.

## **D. 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 under the 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 OWDB 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.

Any party may request to terminate its inclusion in this MOU, including termination by convenience, by following the modification process identified in the Modification process section above.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU or the termination by convenience 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.

**E. EFFECTIVE PERIOD**

This MOU will become effective when signed by all Parties and must terminate on June 30, 2026, unless any of the reasons in the Termination section above apply.

**F. MONITORING/AUDITS**

The OWDB, or its designated staff, officials from the State and Local administrative entities, and 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 laws, 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, and
- 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.

The Bureau of State Audits, the Mayor, and other parties as appropriate, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to performance under this MOU, subject to the confidentiality requirements stated in section 12, Confidentiality. Auditors will be allowed access to such information or records during normal business hours. Parties to the MOU agree to maintain such records for three (3) years unless differing periods are stipulated by impacted funding sources. Further, the Parties to this MOU agree to include similar audit provisions in any related contract, subcontract or other financial agreement.

**G. NON-DISCRIMINATION CLAUSE**

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, or applicant for employment due to gender, race, color, ancestry, creed, religion, national origin, physical or mental disability, medical conditions, age, veteran's status, or marital status. Parties shall comply with the provisions of Hawaii Revised Statutes (HRS) Chapter 378 part 1, and the Hawai'i Administrative Rules (HAR) Chapter 12 - 46 and related, applicable regulations. Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement.

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 Act 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.

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

Parties to this MOU shall include the non-discrimination and compliance provisions of this clause in all related subcontracts or financial agreements.

**H. GOVERNING LAW**

This MOU is governed by and shall be interpreted in accordance with the laws of the State of Hawai'i. All Parties shall comply with all applicable Federal and State laws and regulations, and local laws of the City and County of Honolulu, State of Hawai'i, Workforce Development Council, and the WIOA.

**I. INDEMNIFICATION**

All Parties to this MOU recognize the Partnership may consist of various levels of government, not-for-profit, and for-profit entities. Each non-government party to this MOU 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. The Parties do not assume any responsibility for any other party for the consequences of any act or omission of any party or third party. All Government-agency Parties shall be responsible for damages or injury caused by their agents, officers, and employees in the course of their employment, to the extent that their liability for such damage or injury has been determined by a court or otherwise agreed to by the Government, and shall pay for such damages and injury to the extent permitted by law.

**J. UNENFORCEABLE PROVISIONS**

In the event that any provision of this MOU is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this MOU have force and effect, and shall not be affected.

**K. 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.

**SIGNATURE PAGE 1**

Chief Elected Official:

  
\_\_\_\_\_  
Signature & Date

**City and County of Honolulu**

**Rick Blangiardi, Mayor**

Local Workforce Development Board Chair:

  
\_\_\_\_\_  
Signature & Date

**Oahu Workforce Development Board**

**Jason C. Chang, Chair**

RECOMMEND APPROVAL:

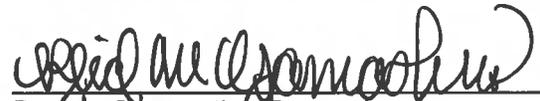
  
\_\_\_\_\_

Director  
Budget and Fiscal Services

**AUG - 1 2024**

Date: \_\_\_\_\_

APPROVAL AS TO FORM AND LEGALITY:

  
\_\_\_\_\_

Deputy Corporation Counsel  
City and County of Honolulu  
**REID M. YAMASHIRO**

Date: **7/24/2024**

**One completed, signed, and dated Authority and Signature page is required for each signatory official from each partner program**

By signing my name below, I, Ardis Eschenberg, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- The MOU

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- The MOU
- The Operating Budget of the AJC Hawaii
- The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2026, whichever occurs first.



5/31/2024

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Ardis Eschenberg, Ph.D., Chancellor

\_\_\_\_\_  
**Printed Name and Title**

Windward Community College

\_\_\_\_\_  
**Agency Name**

Second Chance Act

\_\_\_\_\_  
**Agency Program**

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSOCIATE GENERAL COUNSEL