MEMORANDUM OF UNDERSTANDING
Establishing the Operations Protocol for ARIZONA@WORK Pima County One-Stop
As required under the Workforce Innovation and Opportunity Act, Public Law 113-128

Pursuant to the requirements of Section 121 of the Workforce Innovation and Opportunity Act, Pima County, the Pima County Workforce Investment Board and the workforce partner organizations enter into this Memorandum of Understanding setting forth the protocols, roles and responsibilities for the operation of the One-Stop Delivery System in Pima County, Arizona.

RECITALS

A. The Workforce Innovation and Opportunity Act, Public Law 113-128, ("WIOA") was signed into law on July 22, 2014.

B. Under WIOA, the State of Arizona was charged with establishing Local Workforce Development Areas throughout the State.

C. The State has designated Pima County as the Local Workforce Development Area ("LWDA").

D. The Chair of the Pima County Board of Supervisors (through the Board of Supervisors) is the "chief elected official" of the Pima County LWDA.

E. The LWDA operates through the ARIZONA@WORK Pima County One-Stop ("One-Stop") which is part of the American Job Center Network.

F. Pursuant to WIOA, the Pima County Board of Supervisors has appointed the Pima County Workforce Investment Board ("WIB") to act as the Workforce Development Board for the LWDA.

G. WIB and the chief elected official oversee the implementation and administration of WIOA funds within the LWDA.

H. Section 121 of WIOA requires that the chief elected official, the WIB and One-Stop ("Partners") enter into a memorandum of understanding, setting forth the terms and conditions set forth in Section 121(c)(2), concerning the operation of the One-Stop in Pima County.

NOW, THEREFORE, Pima County, the WIB AND the Partners agree as follows:

1. VISION AND GOALS OF THE ONE-STOP AND PARTNERS

1.1. <u>The WIB:</u>

1.1.1. <u>Vision</u>: Quality jobs and qualified workers in Pima County.

1.1.2. <u>Mission</u>: To strengthen the economy of Pima County by providing a qualified workforce through the One-Stop System.

1.2. <u>MOU</u>. This MOU provides a platform for Partners to:

1.2.1. Share resources, clients and performance metrics;

1.2.2. Create a more efficient, seamless local workforce system by collaborating on outreach to job seekers and employers;

1.2.3. Strengthen the skills of the local workforce to meet employers' needs;

1.2.4. Support the State-led efforts to develop a single intake process; and

1.2.5. Utilize a single database and appropriate data-sharing to further the effectiveness of the One-Stop.

1.3. Partners and Programs. Section 121(b)(1)(B) of WIOA and 34 CFR Section 463.400 establish the required programs and activities for operations under the Act.

1.3.1. The current Partners and the required programs are as follows:

Responsible Entity ("Partner")	Partner Program
Pima County Community Services, Employment and Training Department ("CSET")	WIOA Title 1-B Adults, Dislocated Workers and Youth Programs
	Senior Community Service Employment activities authorized under Title V or the Older Americans Act of 1965
	Employment and Training activities carried out by the U.S. Department of Housing and Urban Development ("HUD")
Pima County Community College District, Pima Community College ("PCC")	WIOA Title II Adult Education and Literacy activities
	Career and Technical Education Programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006
Arizona Superior Court of Pima County, Adult Probation Department, LEARN Program	WIOA Title II Adult Education and Literacy activities
Arizona Department of Economic Security ("ADES"), Division of Workforce Administration	WIOA Title III Workforce Services program under the Wagner-Peyser Act
	Programs authorized under Arizona State unemployment insurance compensation laws
	Trade Adjustment Assistance of Title III of the Trade Act of 1974
	Veterans Employment Representative and Disabled Veterans Outreach activities authorized under 41 U.S.C. 38
	Supplemental Nutrition Assistance Program ("SNAP") authorized under Part A of Title IV of the Social Security Act
ADES, Division of Rehabilitation Services Administration ("RSA")	WIOA Title IV Vocational Rehabilitation Services Programs authorized under Title I of the Rehabilitation Act of 1973
Portable, Practical Education Preparation, Inc. ("PPEP")	WIOA Title ID, Section 167 Migrant and Seasonal Farm Worker Programs
	WIOA Title ID, Section 171 YouthBuild Programs
Fred G. Acosta Job Corps Center	WIOA Title IC Job Corps Programs
Tucson Indian Center	WIOA Title ID, Section 166 Native American Programs
ResCare Workforce Services – Arizona, Inc.	Temporary Assistance for Needy Families Program ("TANF") authorized under Part A of Title IV of the Social Security Act

1.3.2. Additional Partners may, from time to time, be designated by the WIB pursuant to Section 121(b)(2) of WIOA.

1.4. ARIZONA@WORK Pima County One-Stop.

1.4.1. The One-Stop serves both job seekers, workers and employers by:

1.4.1.1. Facilitating access to and oversite of basic skills programs, career services, and other services to assist successful employment.

1.4.1.2. Engaging the public and private sectors to develop solutions to workforce needs.

1.4.1.3. Striving to continuously improve the system in order to provide an innovative, adaptive and customer-driven organization.

1.4.1.4. Promoting the establishment and development of career pathways that will allow workers to seamlessly advance in their chosen fields through education, training and work-based learning opportunities.

1.4.1.5. Ensuring:

1.4.1.5.1. Competitive and valued services;

1.4.1.5.2. A focus on measurable and results-oriented outcomes;

1.4.1.5.3. Effective response to changes in labor market conditions, customer profiles, and program regulations;

1.4.1.5.4. Fiscal responsibility and accountability; and

1.4.1.5.5. A respectful, safe and caring environment at all One-Stop locations.

1.4.1.6. Recognizing the value of One-Stop employees.

1.4.1.7. Developing and maintaining working partnerships with other community and state organizations to enhance the efforts of the One-Stop.

1.4.2. One-Stop will focus on the following outcomes for job seekers, workers and employers:

1.4.2.1. Job seekers and workers:

1.4.2.1.1. Employment within six (6) months after program exit;

1.4.2.1.2. Job retention for at least one (1) year after program exit;

1.4.2.1.3. Median wages at a self-sufficient level;

1.4.2.1.4. Attainment of credentials; and

1.4.2.1.5. Measureable gains of skills.

1.4.2.2. Employers: Effective services to provide a skilled workforce.

2. TERM, REVIEW AND AMENDMENTS

2.1. Term. This MOU will be effective on July 1, 2017 and will remain in effect for as long as WIOA is in effect or until WIOA is replaced by successor legislation, whichever is later.

2.2. Review. This MOU will be reviewed at least once before June 30, 2020 and at least once every three (3) years thereafter until the term has expired.

2.3. Amendments. There will be two types of amendments. One will require only the signature of the WIB and specific Partners and the other will require the approval of the WIB, the chief elected official and all Partners. All amendments must be consistent with the applicable federal, state and local laws, regulations, rules, plans or policies. *All amendments, however executed, will be binding upon all Partners to this MOU.* Amendments will be executed as follows:

2.3.1. Execution by the WIB and specific Partner(s).

2.3.1.1. All Partners agree that this MOU may be amended with the signature of only the WIB and the affected Partner(s) for any of the following reasons:

2.3.1.1.1. The addition or removal of a Partner;

2.3.1.1.2. The addition or removal of program responsibilities for any Partner that administers more than one of the programs covered by this MOU;

2.3.1.1.3. A change in the One-Stop Operator or WIOA Fiscal Agent;

2.3.1.1.4. A change in the physical location of One-Stop operations; or

2.3.1.1.5. A change in the services, referral method, or service delivery methods;

2.3.1.1.6. A change in methods to allocate costs or to determine fair share.

2.3.1.2. For amendments pursuant to this paragraph 2.3.1.1 and upon receipt of a request complying with paragraph 2.3.3.1, the following procedures will be followed:

2.3.1.2.1. The WIB will review the request and determine whether or not the amendment should be pursued.

2.3.1.2.2. If approved by the WIB, the WIB will notify the remaining Partners of the intent to amend.

2.3.1.2.3. Each Partner will have thirty (30) days from the date of the notice under paragraph 2.3.1.2.2 above (unless a different timeframe is specified in the notice) to review the proposed changes and submit written responses, questions and concerns to the WIB regarding the proposed amendment. Failure to respond within the specified timeframe will be considered an approval of the proposed amendment.

2.3.1.2.4. After the time for comment has expired, the WIB will review the responses, question and concerns submitted and issue a decision within fifteen (15) days after review. If the WIB deems it necessary, the responses, questions and concerns may be sent to all other Partners and/or a meeting with all Partners may be called to discuss the proposed amendment and, if appropriate, revise the same.

2.3.1.2.5. Once finalized, the amendment will be signed by the affected Partner(s) and then the WIB. The amendment will be effective on the date signed by the WIB.

2.3.1.2.6. A copy of the fully executed amendment will be distributed to all Partners and the Local Director and will be binding on all Partners.

2.3.2. Execution by the WIB, the chief elected official and all Partners. An amendment to this MOU for any reason other than those set forth in paragraph 2.3.1.1 or for any changes that will affect the responsibilities of all Partners must be executed by the WIB, the chief elected official (with approval of the Board of Supervisors) and all Partners.

2.3.3. Amendment Process.

2.3.3.1. Any Partner who wishes to propose an amendment must submit a written request to the WIB that includes, at a minimum, the following:

2.3.3.1.1. Partners' name;

2.3.3.1.2. Reason(s) for the amendment;

2.3.3.1.3. The changes for each section of the amendment that will require revision (in legislative format showing additions and deletions);

2.3.3.1.4. The desired effective date; and

2.3.3.1.5. Signature of the authorized representative of the requesting Partner.

2.3.3.2. The review process set forth in paragraph 2.3.1.2 will be followed, with notice to all Partners, except that after being signed by the WIB, the amendment will be

submitted to the Pima County Board of Supervisors for execution by the chief executive officer. Any such amendment will be effective on the date signed by the chief elected official.

2.3.3.3. Amendments under paragraph 2.3.1 must be executed no less than forty-five (45) days prior to the end of a Fiscal Year.

2.3.3.4. Amendments under paragraph 2.3.2 must be executed no less than ninety (90) days prior to the end of a Fiscal Year.

2.3.4. Any changes to the applicable laws and regulations of the WIOA will be effective, but will not require an amendment of this MOU.

2.3.5. All Partners will ensure that staff is made aware of the changes and always refer to and use the most current version of the MOU.

3. ONE-STOP SERVICES. The intent of WIOA is to provide comprehensive, integrated and streamlined services for both job seekers and employers within Pima County. Job seekers, workers and employers may avail themselves of One-Stop services which are provided at One-Stop sites and through Partners and other service providers.

3.1. Organization. The One-Stop is administered as follows:

3.1.1. Pima County CSET is, at the time of execution of this MOU, the One-Stop Operator responsible for coordinating activities at the comprehensive One-Stop centers and works with Partners on activities at affiliate and satellite One-Stop sites.

3.1.2. Prior to July 1, 2017, the WIB, with the assistance of the Pima County Procurement Department, will conduct a competitive Request for Proposals process to identify a new One-Stop Operator.

3.1.3. Each Partner will designate an Equal Employment Opportunity ("EEO") Officer for the services offered by the Partner at any One-Stop location.

3.1.4. Each Partner will ensure that customers receive the full range of services available from the One-Stop either by providing the services directly or referring customers to appropriate providers.

3.2. Services. One-Stop will provide the programs, services and related activities set forth in Section 121 (b)(1)(B) as follows:

3.2.1. Career Services will be provided with or without staff assistance depending on the needs of the individual seeking assistance. The following will be provided:

3.2.1.1. Outreach. Information on available programs and services will be collected, published and disseminated in a manner designed to reach the jobless, economically disadvantaged workers, and others who could benefit from the services.

3.2.1.2. Orientation. Information will be provided to acquaint participants with the services, programs, staff and resources available through the One-Stop system. Orientation may be provided in a group setting, ono-on-one or electronically.

3.2.1.3. Intake. Collection of information from an individual at the beginning of enrollment in a program or service.

3.2.1.4. Eligibility. Information will be obtained and documented about the individual's circumstances. This information will be reviewed to determine if the individual meets the eligibility criteria established by a specific entity or program.

3.2.1.5. Initial Assessment. To determine potential referrals to Partners and other community resources, information will be obtained about skill levels, aptitude, abilities, barriers to employment and supportive service needs for each individual that decides to participate in the One-Stop system.

3.2.1.6. Job Search. Individuals will be assisted in seeking, locating, applying for and obtaining employment and, if needed, education. Assistance may include, but is not limited to:

3.2.1.6.1. Completion of the Federal Student Aid Application (FAFSA);

3.2.1.6.2. Referrals to job clubs;

3.2.1.6.3. Workshops on job finding skills, job search techniques, and résumé writing;

3.2.1.6.4. Orientation to the labor market and exploration of vocations;

3.2.1.6.5. Relocation assistance; and

3.2.1.6.6. Re-employment assistance, such as skills determination and pre-layoff assistance.

3.2.1.7. Placement Assistance. Help individuals identify and secure paid employment that matches their aptitudes, qualifications, experience and interests.

3.2.1.8. Career Counseling. Help individuals explore available occupational and industrial opportunities as they begin or advance along a career path.

3.2.1.9. Employment Labor Market. Collect and disseminate information on the labor force, industries, occupations, employment projections, wages and other labor market and economic data in Pima County.

3.2.1.10. Local Performance. Collect and disseminate information on the LWDA's performance measurements.

3.2.1.11. Supportive Services. Collect and disseminate information on available supportive services that may be necessary for individuals to participate in training and employment. Services include, but are not limited to: transportation, childcare, and social needs.

3.2.1.12. Unemployment Compensation. Provide information to individuals on filing claims for state benefits which may be available during the job search process.

3.2.1.13. Eligibility Assistance. Help individuals determine what programs or financial assistance may be to them available in Pima County.

3.2.1.14. Follow-up Services. Maintain contact with each individual for one (1) years after completion of a One-Stop program to identify any needs that can be met to help the individual obtain or maintain employment.

3.2.1.15. Individual Employment Plan. Develop a plan with each individual to identify employment goals, appropriate achievement objects and the combination of services that will help achieve the stated goals.

3.2.1.16. Group Counseling. Peer group counseling to develop: problem-solving skills; self-esteem; interview skills; appropriate work behavior; and resources and employment opportunities.

3.2.1.17. Individual Counseling and Career Planning. One-on-one sessions to help the individual develop: problem-solving skills; self-esteem; interview skills; appropriate work behavior; and resources and employment opportunities.

3.2.1.18. Case Management. Provide the guidance to participants described in Section 134(3)(d)(4) of WIOA.

3.2.1.19. Short-Term Prevocational Services. To prepare individuals for unsubsidized employment or training, help develop: learning skills; communication skills; interviewing skills; personal maintenance skills; and appropriate professional conduct. Help individuals gain OSHA or other special short-term training certifications.

3.2.1.20. Comprehensive Assessment. Use diagnostic testing and other assessment tools and conduct in-depth interviews and evaluations to determine: skill levels, service needs, employment barriers and employment goals.

3.2.2. Training Services will be provided to help individuals upgrade skills, earn certifications and enhance employability. The following will be provided:

3.2.2.1. Occupational Skills Training. Entities listed on the Eligible Training Provider List ("ETPL") will provide WIOA-approved occupational skills training programs to enable participants to gain proficiency in preforming the tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels.

3.2.2.2. On-the-Job ("OJT")/Locally Employer Recognized Training. Contracted employers (in Pima County and, potentially California) will, through meaningful work experience, teach participants the knowledge and skills essential to adequate performance of the job and to prepare for long-term unsubsidized employment.

3.2.2.3. Locally Employer Recognized Training. Job seekers will receive training required by an employer that will result in employment.

3.2.2.4. Transitional Jobs. To help individuals who are chronically unemployed, have limited work experience, or have other barriers to employment establish a solid work history and gain occupational skills, opportunities for subsidized work experiences for individuals will; be developed with local businesses.

3.2.2.5. Customized Training, including Workplace Literacy. Each program will be designed to meet the specific needs of an employer or group of employers to introduce job seekers to new technologies or new production activities. The employer must commit to employing the job seeker(s) upon successful completion of the training and to paying not less than 50-percent (50%) of the costs of training.

3.2.2.6. Incumbent Worker Training, including Workplace Literacy. To help prevent job loss, the WIB, in conjunction with employers, will provide training designed to help the workers obtain skills necessary to retain employment in their field.

3.2.2.7. Skills Upgrading and Retraining. Short-term or part-time intervention designed to help workers upgrade skills and utilize skills through modern technology.

3.2.2.8. Entrepreneurial Training. Individuals will gain knowledge in how to organize and manage a business or enterprise and on ownership responsibilities.

3.2.2.9. Adult Education and Literacy. Adult education programs will use initiatives such as the Arizona Adult Education College and Career Readiness Standards training and curricular alignment, the statewide hybrid and distance learning delivery models, and Arizona integrated education and training pilot programs to assist adults in obtaining employability skills, extend learning beyond the classroom, and improved reading, writing, math and English language abilities.

3.3. Business Services Team. Staff from Partners will offer services to businesses and industries to help ensure that One-Stop services and trainings provided to job seekers and employees meet Pima County employers' needs. Services provided by staff will include, but are not limited to:

3.3.1. Employer Needs Assessment. Evaluate the skills and talents employers require to meet current needs and future growth.

3.3.2. Job Posting. Interactive site allowing employers to post job openings and to search resumes and applications from interested job seekers.

3.3.3. Applicant Pre-screening. Assess and refer candidates who possess the knowledge, skills, and abilities being sought by the employer.

3.3.4. Recruitment Assistance. Raise awareness of job and hiring opportunities through posting of job openings, providing job applications, conducting small and large recruitment activities and hosting job hiring events.

3.3.5. Training Assistance. Provide training to employees to upgrade skills, understand new technology or transition into new positions.

3.3.6. Labor Market Information. Collect and disseminate data on labor market trends, economy, wages, industries and businesses.

3.3.7. Employer Referral System. Provide information on topic of interest to employers including, but not limited to, available community services, local training providers, federal laws and regulations, tax information and apprenticeship programs.

3.3.8. Rapid Response Team. Within 48 hours of learning of a substantial layoff or projected business closure, a team of specialists will contact the employer and provide information to affected employees to facilitate access to One-Stop available programs and services.

3.4. Service locations. The One-Stop will be provider services at various locations to maximize conveniences for customers. (*See* Exhibit A).

3.4.1. Comprehensive One-Stop Career Centers

Kino One-Stop Career Center 2797 E. Ajo Way Tucson, AZ 85713 *Includes:* **Kino Veterans' Workforce Center** 2801 E. Ajo Way Tucson, AZ 85713	**Rio Nuevo One-Stop Career Center** 340 N. Commerce Park Loop Tucson, AZ 85745

3.4.2. Affiliate One-Stop Career Centers

One-Stop Youth Employment Center 2323 S. Park Avenue Tucson, AZ 85713	**Sullivan Jackson Employment Center** 400 E. 26th Street Tucson, AZ 85713

Arizona Department of Economic Security, Workforce Services	**South** 195 W. Irvington Road Tucson, AZ 85714
	North 316 W. Fort Lowell Road Tucson, AZ 85705
	East 1455 S. Alvernon Way Tucson, AZ 85711
Pima Community College, Adult Basic Education for College and Career Adult Learning Centers	**El Pueblo Liberty Learning Center** 101 W. Irvington, Building 7 Tucson, AZ 85714
	El Rio Learning Center 1390 W. Speedway Boulevard Tucson, AZ 85745
	29th Street Coalition Center 4355 E. Calle Aurora Tucson, AZ 85711
Pima County Adult Probation Literacy Education and Resource Network (LEARN) Centers	**South Center** 2695 East Ajo Way Tucson, AZ 85713
	West Center 3781 North Highway Drive, #109 Tucson, AZ 85705
	East Center 8180 East Broadway Boulevard Tucson, AZ 85710
Arizona Department of Economic Security, Vocational Rehabilitation Services	**Irvington Office** 195 West Irvington Road Tucson, Arizona 85714
	Mona Lisa Office 7225 North Mona Lisa, #202 Tucson, Arizona 85741
	East 29th Street Office 4710 East 29th Street, #12 Tucson, Arizona 85711
	Romero Office 1455 South Alvernon Way, #201 Tucson, Arizona 85711
	Wilmot Office 899 North Wilmot Road, #C7 Tucson, Arizona 85711
	SBVID Office 100 North Stone Avenue, #500B Tucson, Arizona 85701

3.4.3. Additional Access Points. Various One-Stop services will also be available at:

3.4.3.1. Pima County Public Library (all branches);

3.4.3.2. Fred G. Acosta Job Corps Center;

3.4.3.3. Tucson Indian Center;

3.4.3.4. Portable, Practical Educational Preparation, Inc.;

3.4.3.5. Tucson Urban League;

3.4.3.6. Goodwill Industries of Southern Arizona, Inc.;

3.4.3.7. SER-Jobs for Progress of Southern Arizona, Inc.;

3.4.3.8. Tucson Youth Development, Inc.

3.4.3.9. Community Outreach Program for the Deaf; and

3.4.3.10. DK Advocates, Inc.

3.5. Branding. The Partners agree:

3.5.1. The local workforce system outreach and branding is a shared state and local WIB responsibility.

3.5.2. All signs, outreach materials, electronic media for the Pima County One-Stop delivery system will include both:

3.5.2.1. "ARIZONA@WORK", as approved by the Workforce Arizona Council ("WAC"); and

3.5.2.2. The Pima County One-Stop logo.

4. ACCESS TO ONE-STOP SYSTEM

4.1. Programs and Services.

4.1.1. Access to One-Stop programs and services will be available through:

4.1.1.1. Staff physical present at the service location; and/or

4.1.1.2. Direct electronic links to information and staff.

4.1.2. All staff providing services and information to customers will have adequate knowledge about the programs, services and activities available through One-Stop and Partners.

4.1.3. Youth and individuals with barriers to employment, with disabilities seeking One-Stop services and programs will be referred to a comprehensive or affiliate One-Stop center.

4.2. Technology and Materials and ADA Compliance.

4.2.1. For access to technology based services, One-Stop will provide:

4.2.1.1. Public computer work stations and equipment;

4.2.1.2. Basic computer fundamentals workshops;

4.2.1.3. Training in technology skills;

4.2.1.4. One-on-one technical assistance.

4.2.2. Technology based services will include, but are not limited to:

4.2.2.1. Labor exchange services through www.azjobconnection.gov;

4.2.2.2. Electronic resumes and social-media-based professional networking;

4.2.2.3. Online labor-market information, including AZ Career Information System, job search tools, and job application forms;

4.2.2.4. Online Test of Adult Basic Education ("TABE") assessment system;

4.2.2.5. Online education programs, including My Foundations Lab, Plato, and Skills Tutor; and

4.2.2.6. Unemployment benefits application system at www.azui.com.

4.2.3. All policies, procedures, programs and services will comply with the Americans with Disabilities Act of 1990 ("ADA") and its amendments.

4.3. Grievances. Each Partner will develop and use grievance procedures similar to the Pima County One-Stop Title I and Title II Grievance Procedures set forth in Exhibit B. The procedures must apply to service recipients and employees of the Partner.

5. INTEGRATION OF ONE-STOP SERVICES AND CUSTOMERS AMONG PROVIDERS

5.1. Services. Each job seeker, worker and business customer will have access to the full array of workforce development services provided through One-Stop and Partners. Services may be provided either directly or through referrals pursuant to paragraph 5.2 below.

5.2. Referrals. Each Partner will:

5.2.1. Develop personalized referral protocols to ensure, to the greatest extent possible, job seeker follow-through and success.

5.2.2. Designate an individual to receive all referrals from other Partners.

5.2.3. When making a referral to another entity:

5.2.3.1. Provide the job seeker with information about the receiving Partner or organization, including, but not limited to, the services available, eligibility requirements, contact name, address and hours of operation.

5.2.3.2. Whenever possible, introduce the job seeker to the contact at the receiving Partner or organization in person, by phone or through electronic means (such as Skype).

5.2.3.3. Follow-up with the job seeker to determine the success of the referral. When necessary, contact the receiving Partner to coordinate service delivery.

5.2.4. When allowed by a program's rules and regulations, co-enroll job seekers in beneficial programs for which they are eligible.

5.2.5. Refer business customers to the Business Services Team and the State Workforce Business Engagement Administration.

5.3. Confidentiality and Information Sharing. To provide the best, most comprehensive services, sharing of information among Partners is essential. Information sharing about job seekers, workers, and business customers must not compromise the privacy of the person or entities.

5.3.1. Confidentiality. Each Partner will

5.3.1.1. Affirmatively protect the confidentiality of records:

5.3.1.1.1. All applications and records related to services provided, including eligibility, enrollment and referrals, will be kept confidential and made available only when directly connected with the delivery of services and only to the person or persons with a need to know the information.

5.3.1.1.2. Confidential information will NOT be published, disclosed, used, or permitted or caused to be published, disclosed or used

5.3.1.2. Comply with the provisions of the WIOA, the applicable sections of the Rehabilitation Act, and all other applicable federal, state and local laws, rules and regulations.

5.3.1.3. Honor the confidentiality policies of the referring Partner when using shared information.

5.3.2. Information Sharing. Each Partner will:

5.3.2.1. Create and use a release form to allow job seekers and business clients to give written permission for confidential information to be shared between Partners or other entities for referral purposes.

5.3.2.2. Provide notice to all other Partners of any specific program language that must be included in a release.

5.3.2.3. Maintain an accurate record of all information sharing activities for each job seeker or business client.

5.3.2.4. Share confidential client information solely for intake, enrollment, referral, service provision or reporting

6. FUNDING ONE-STOP SYSTEM INFRASTRUCTURE AND OPERATING COSTS

6.1. Availability of Resources. Each Partner that has staff located at a comprehensive One-Stop center warrants that certain federal funds and/or private resources will be available for and are committed to future local workforce development through the activities set forth in this MOU.

6.2. Infrastructure definition. Per WIOA Section 121(h)(4), "costs of infrastructure" means the non-personnel costs that are necessary for the general operation of the One-Stop Career Centers. These costs include, but are not limited to:

6.2.1. Rent;

6.2.2. Utilities and maintenance;

6.2.3. Equipment (including assessment-related products and assistive technology); and

6.2.4. Technology to facilitate access to services (including planning and outreach activities).

6.3. Infrastructure Cost Sharing Agreement.

6.3.1. The Partners will cooperate in the development of an Infrastructure Cost Sharing Agreement on or before July 1, 2017. That Infrastructure Agreement will:

6.3.1.1. Strive to optimize the use of federal workforce funds and other available funds for the benefit of job seekers in Pima County;

6.3.1.2. Identify Partners' resources (both financial and in-kind);

6.3.1.3. Identify infrastructure costs;

6.3.1.4. Identify prorated use of infrastructure by Partner; and

6.3.1.5. Ensure that Partner contributions will be fairly and adequately apportioned.

6.3.2. When developed and executed, the Infrastructure Cost Sharing Agreement will be incorporated into and be a part of this MOU without need for an amendment to this MOU.

6.4. Shared services definition. Shared services provided to job seekers through One-Stop programs include, but are not limited to:

6.4.1. Initial intake,

6.4.2. Assessment of needs;

6.4.3. Identification of services that will meet identified needs;

6.4.4. Appraisal of basic skills; and

6.4.5. Referrals to education, training, or job opportunities.

6.5. Services Cost Sharing Agreement.

6.5.1. The Partners will cooperate in the development of a Services Cost Sharing Agreement on or before July 1, 2017. That Services Agreement will:

6.5.1.1. Strive to optimize the use of federal workforce funds and other available funds for the benefit of job seekers in Pima County;

6.5.1.2. Identify Partners' resources (both financial and in-kind);

6.5.1.3. Identify services provided by each Partner that contribute to the whole, such as:

6.5.1.3.1. Basic skills assessments and orientation provided by Pima County Adult Probation LEARN Program; and

6.5.1.3.2. Comprehensive assessments, basic skills evaluations, and career center orientations provided by Pima Community College.

6.5.1.4. Identify costs of services; and

6.5.1.5. Ensure that Partner contributions will be fairly and adequately apportioned.

6.5.2. When developed and executed, the Services Cost Sharing Agreement will be incorporated into and be a part of this MOU without need for an amendment to this MOU.

6.6. Reports. To ensure accountability to the community, the Partners will provide a quarterly summary of WIOA activity results and expenses to the WIB.

7. COLLABORATION WITH OTHER ENTITIES

7.1. Non-partner entities may occasionally seek the collaboration of one or more Partners on grant applications. If the Partner(s) wish to collaborate on such a grant application, the Partner must confirm that the requesting non-Partner entity will:

7.1.1. Comply with:

7.1.1.1.Applicable rules for fingerprinting and background checks; and

7.1.1.2.Eligibility determination documentation requirements.

7.1.2. Coordinate employer outreach with the Partner employer activities; and

7.1.3. Provide resources for job seekers and employers in a manner consistent with WIOA.

8. GENERAL TERMS AND CONDITIONS

8.1. Compliance with Laws. Each party will comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this MOU.

8.2. Dispute Resolution. Disputes relating to among any of the parties to this MOU must be presented in writing to the WIB. The WIB, in consultation with the parties in conflict, if appropriate, will determine the resolution and whether or not an amendment to the MOU pursuant to paragraph 2.3 is required.

8.3. Conflict of Interest. This MOU is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated by reference.

8.4. Non-Discrimination. No party will discriminate against any other party's employees, clients or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out WIOA activities. The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.

8.5. Assignment. If a Partner assigns any or all duties and responsibilities under this MOU to another entity, the assignor must require the assignee to abide by provisions of the MOU.

8.6. Entire Agreement. This MOU sets forth the full and complete understanding of the Partners relating to the Operations Protocol for ARIZONA@WORK Pima County One-Stop. The MOU supersedes any and all other agreements, oral or written, made or dated prior to its execution.

The undersigned Partners accept this MOU as the Operations Protocol for ARIZONA@WORK Pima County One-Stop as required under the Workforce Innovation and Opportunity Act, Public Law 113-128. The MOU will be effective as to each individual Partner upon approval and signature of the Partner.

PIMA COUNTY
Local Chief Elected Official
WIOA Title I Adults, Dislocated Workers & Youth Programs
Senior Community Service Employment, Title V, Older Americans Act of 1965
U.S. Department of Housing and Urban Development Employment and Training

Sharon Bronson

Chair, Pima County Board of Supervisors

JAN 17 2017
Date

ATTEST:

Clerk, Board of Supervisors
Pima County, Arizona

PIMA COUNTY WORKFORCE INVESTMENT BOARD
Local Workforce Development Board

Paul Roughton

Paul Roughton, Chair

12/8/16
Date

ARIZONA DEPARTMENT OF EDUCATION

WIOA Title II Adult Education and Literacy Activities

Sheryl Hart, Deputy Associate Superintendent/State Director of Adult Education

Date

WIOA Title II Adult Education and Literacy Activities

Steven Paulson, Chief Procurement Officer — Date

ARIZONA SUPERIOR COURT OF PIMA COUNTY
Adult Probation Department, WIOA Title II Adult Education and Literacy Activities

David Sanders — Date 2-16-2017

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Workforce Administration, WIOA Title III Employment Services under Wagner-Peyser

Susan Moncada — Date 1/24/17

Workforce Administration, Supplemental Nutrition Assistance Program (SNAP) Employment and Training

Gary J. Garcia — 1-30-17

Rehabilitation Services Administration, WIOA Title IV Vocational Rehabilitation Services

Mary K. Boegemann — Date 1/26/17

PORTABLE, PRACTICAL EDUCATIONAL PREPARATION, INC.
Migrant & Seasonal Farm Worker Programs and YouthBuild Programs

Kari Hogan — Date 12/8/16

HUMAN LEARNING SYSTEMS, LLC

Fred G. Acosta Job Corps Center

Brad McCormick

April 17 2017
Date

ResCare-JOBS WORKFORCE SERVICES, AZ
Temporary Assistance for Needy Families (TANF)

Jorge Rivero

1/13/17
Date

TUCSON INDIAN CENTER
WIOA Title ID Native American Program

Jacob Bernal

2/3/17
Date

PIMA COMMUNITY COLLEGE DISTRICT

Postsecondary Vocation Education, Carl Perkins Vocational and Applied Technology Act

Lee D. Lambert

3-20-17
Date

EXHIBIT A

PIMA COUNTY ONE-STOP SYSTEM MAP

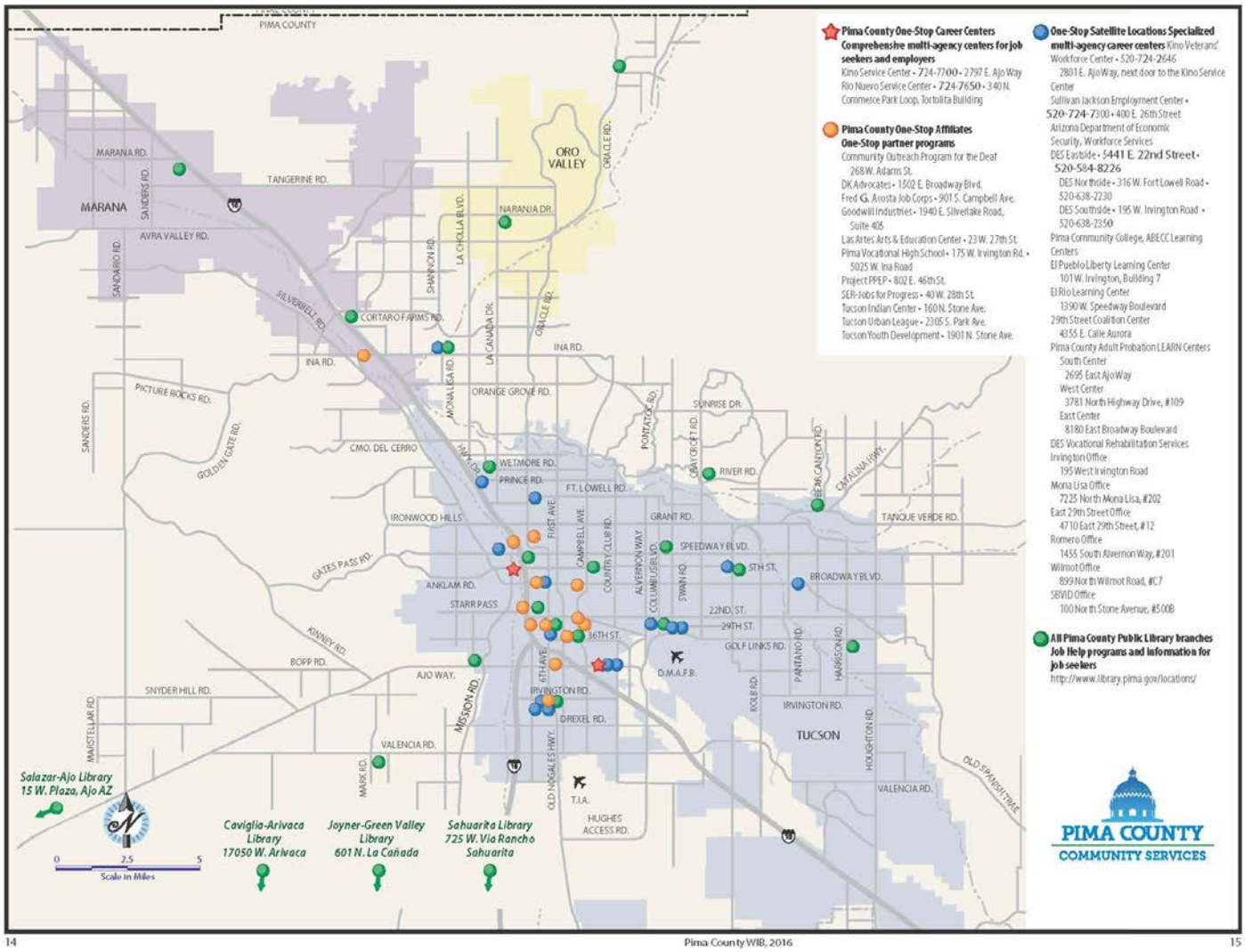

EXHIBIT B

PIMA COUNTY ONE-STOP CAREER CENTER
PROGRAMS POLICY STATEMENT

You are applying for job training or job placement help at the ARIZONA@WORK Pima County One-Stop Career Center ("One-Stop"). One-Stop job programs are funded by State and Federal grants. Because of this, there is important information that you need to know before you begin a One-Stop job program.

PLEASE READ THE INFORMATION BELOW AND INITIAL EACH STATEMENT TO SHOW THAT YOU UNDERSTAND YOUR RIGHTS AND RESPONSIBILITIES.

_____ A. PROGRAM AVAILABILITY

Every One-Stop program has a limited number of openings. So, even though you may be eligible to participate in a particular program, there may not be an opening for you. One-Stop works hard to place you into the most suitable program, but there are no guarantees that you will be able to enter the program that you want.

_____ B. REVIEW OF ELIGIBILITY

One-Stop programs are only open to people that meet the eligibility requirements set by the Federal or State government. One-Stop might review your application and other documents on file at any time. If your file is selected for review, you may be asked to provide additional documents or proof of your eligibility to participate in the program. If you do not bring the additional information you are asked for, you will have to leave the program.

_____ C. FOLLOW-UP POLICY

One-Stop programs hope to help you obtain services and training that will lead to your successful employment. To make sure that One-Stop programs are working, people from the One-Stop might call you or your employer occasionally to see how you are doing and how the One-Stop programs can be improved.

_____ D. NEPOTISM

1. "Nepotism" is not allowed when a company or government agency gets federal or state money for job programs.

2. This means, if your wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, or stepchild works as a manager, supervisor, or decision-maker at a company, you may not:

   a. Be hired to work at that company;
   b. Be placed in an on-the-job training position at that company; or
   c. Attend any training program at that company.

3. If you are involved in a political activity at other times, you may not say or act as if you are representing the One-Stop programs.

_____ E. EQUAL EMPLOYMENT OPPORTUNITY

One-Stop and any employers that receive grant funds from the One-Stop may not discriminate against or deny participation in One-Stop programs to any person because of the person's race, color, religion, sex, national origin, age, handicap, or political beliefs. If a person holds a valid document to work in the United States, the person may not be discriminated against because of citizenship.

_____ F. POLITICAL ACTIVITY

1. As a person who cares about public policy, you might be active in partisan or non-partisan political activities such as working on a candidate's campaign, talking to your local, state or federal government officials; or attending a rally or a protest. These are important activities but, you may not participate in any political activities:

   a. When you are being paid through a One-Stop program;
   b. When you are in an on-the-job training position provided by a company that gets money from One-Stop; or
   c. When you are attending any training program paid for by One-Stop.

_____ G. AFFIRMATIVE ACTION

If One-Stop is required by law to have participants from specific backgrounds, One-Stop will make every effort to comply as directed by law.

SO YOU GET THE BEST SERVICE, **PLEASE BE SURE YOU TELL THE ONE-STOP ABOUT ANY CHANGES TO YOUR ADDRESS AND PHONE NUMBER!**

I have read and understand the Pima County One-Stop Program policies on these subjects.

Customer Signature: _____ Date: _____

Staff Signature: _____ Date: _____

Equal Opportunity Employment/Program
Auxiliary aids and services are available upon request to individuals with disabilities

Copy to Customer

Grievance and Complaint Procedure

A One-Stop program applicant, participant, or other person that believes he or she has not been treated equally or has been hurt by a decision that was wrong, may file a complaint using the following procedure.

I. FILING PROCEDURE

1. A complaint against a County employee may be made verbally to that employee's supervisor.

2. The supervisor will attempt to resolve the issue with the employee and the person making the complaint.

3. If, within 5 working days, no resolution has been reached by the supervisor, the person may submit a written complaint to the Program Manager who supervises that supervisor.

   The written complaint should include:
   a. The name, address, phone number and signature of the person making the complaint.
   b. A clear and concise statement of facts, including dates, leading up to the decision that is the subject of the complaint.
   c. What specific resolution is the complainant requesting?
   d. Complaints should be submitted to:

Program Manager One-Stop Kino Career Center 2797 E. Ajo Way Tucson, AZ 85713	Program Manager One-Stop Rio Nuevo Career Center 340 N. Commerce Park Loop Tucson, AZ 85745

4. Grievances and complaints involving a contracted agency of Pima County must be filed according to that agency's grievance procedures.

II. RESOLUTION

1. The Program Manager will attempt to reach a resolution with the person making the complaint, the supervisor, and involved staff. Within 10 working days of receiving the complaint, the Program Manager will issue a decision in writing.

2. Grievances involving a contracted agency of Pima County must show an attempt at resolution through that agency's internal procedures. If resolution is not obtained at the agency level, the individual may appeal to the Director of the Pima County Community Services, Employment and Training Department.

III. APPEAL

1. The person making the complaint has 10 working days from the date of the Program Manager's or contracted agency's decision to file a written appeal with the Department Director. The appeal should include all of the information that was in the initial complaint and also describe the attempts at resolution with relevant dates. The appeal should be submitted to:

   Department Director
   Pima County Community Services, Employment & Training Department
   2797 E. Ajo Way, Tucson, AZ 85713

2. The Department Director then has thirty (30) working days to schedule and hold a hearing.

3. The person making the complaint shall be notified in writing of the date, time and place of a formal hearing, including the opportunity to present evidence.

4. The hearing officer may be the Department Director or a designee other than the Program Manager who first reviewed the written complaint. The hearing officer will issue a determination within ten (10) working days after the hearing.

5. An appeal may be made to the funding agency, if applicable.

   WIOA Administrator, Department of Economic Security
   P.O. Box 6123, Site Code 920-Z
   Phoenix, AZ 85005

   The request for review shall be filed within 20 days from the date on which the complainant should have received a decision. The Arizona Department of Economic Security, WIOA Administration shall issue a decision within 30 days.

   Other funding agency contact information (to be completed by Intake Team):

6. Any and all of the mandated time frames for processing complaints after they have been filed may be waived, when necessary, by written consent of all affected parties.

7. Complaints of discrimination on the grounds of race, color, national origin, age, sex, religion, political affirmation of belief, shall be sent directly to:

   Directorate of Civil Rights, U.S. Department of Labor
   200 Constitution Ave. N.W.
   Washington, D.C. 20210

8. Any and all of the mandated time frames for processing complaints after they have been filed may be waived, when necessary, by written consent of all affected parties.

I have read and understand the Pima County One-Stop Program policies on these subjects.

Customer Signature: _____ Date: _____

Staff Signature: _____ Date: _____

Equal Opportunity Employment/Program
Auxiliary aids and services are available upon request to individuals with disabilities

Pima Community College Title II
Student Complaint Processes

Pima Community College (PCC) in its goal to provide quality instruction and service, provide students access to appropriate College staff and administration to resolve questions and concerns about PCC staff, policies, procedures, or other actions or inactions of the College.

Informal Resolution

Students are strongly encouraged to resolve any concern by talking with the individual or faculty member and his/her supervisor if necessary. General guidelines are given below. Additional assistance is available from the Student Complaint Resource Liaison at each campus.

Complaint Against or About:	Contact:
Staff (includes Administrator)	Staff or the Area Supervisor
Faculty	Office of the Academic Dean
Grade	Faculty or the Office of the Academic Dean
Security/Safety	Campus Police/Department of Public Safety
Discrimination	EEO/ADA Office
Disabled Student Resources	Area Supervisor
Customer Service	Area Supervisor
Academic Program or College Service Area	Area Supervisor
Facilities	Area Supervisor

If a student does not agree with the initial discussion and suggested resolution, the student may file a written (formal) complaint. A complaint is a concern that a policy or procedure of the College has been incorrectly or unfairly applied, or a charge against a person's behavior. Please follow the applicable complaint procedure below.

Grade-Related Complaints

Grade or Faculty-Related Complaints from Students

Use the Grade-Related Complaints from Students process.

Faculty-Related Complaints

Use the Faculty-Related Complaints from Students process (not grade-related).

Other College-Related Complaints from Students

To file other College-related complaints (other than Equal Opportunity Policy or Americans with Disabilities Act) use Pima's Office of Dispute Resolution.

Equal Opportunity Policy and Americans with Disabilities Act (ADA)

Pima Community College has a policy that prohibits discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, disability, age or on the basis of membership as set forth in Uniformed Services Employment and Reemployment Rights Act (USERRA), or any other basis which is proscribed by law in the administration of, and access to, its programs, services, and facilities. The policy applies to students, employees, and applicants for employment.

The College has procedures to address complaints by students alleging violations of the ADA. Information for students wishing to file an EEO complaint against faculty and/or other employees may be found on the Nondiscrimination of Students On the Basis of Disability—Academic Adjustments and Other Accommodations webpage (AP 3.46.03). In addition, the College has procedures to address complaints by students or employees alleging violations of non-discrimination laws. Please see the Unlawful Discrimination Standard Practice Guide or contact the College EEO/ADA at 206-4539; 4905 E. Broadway, Tucson, AZ 85709.

Accrediting Agencies

Pima Community College is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools.

Please note: Academic or occupational programs that are either accredited or approved by an external entity may have policies or procedures that are different or more restrictive than those of the College. These policies or procedures will supersede any conflicting College policies or procedures.