AREA 4 LOCAL WORKFORCE INVESTMENT BOARD

AND

ONE-STOP OPERATOR AGREEMENT

July 1, 2014 – June 30, 2016

7/1/14
By CCWI

I. ONE-STOP OPERATOR DESIGNATION & AGREEMENT

Pursuant to 20 CFR Part 652 (§661.305 & 662.410 (b) (2)), the Area 4 Local Workforce Investment Board (LWIB) with the agreement and certification by the Area 4 Chief Local Elected Officials (CLEO) designate the following consortium of partners as the Area 4 One-Stop Operator (OSO):

1) WIA Service Provider: Goodwill Industries, Workforce Solutions
2) Maine Department of Labor, Bureau of Employment Services: Wagner-Peyser Partner
3) Maine Department of Labor, Division of Vocational Rehabilitation

This instrument shall serve as the agreement between the Area 4 Local Workforce Investment Board (LWIB) and Chief Local Elected Officials (CLEO) in addition to the above referenced consortium members (hereafter referred to as the One-Stop Operator Consortium or "Operator") for the Area 4 Workforce Investment Act (WIA) service delivery system.

The parties of this agreement come together for the purpose of operating the Area 4 LWIB region which encompasses York, Cumberland, Sagadahoc, Lincoln, Waldo, and Knox counties. The LWIB remains responsible for the policies that govern the overall operation of the Area 4 Workforce Investment Act (WIA) service delivery system.

II. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2014 to June 30, 2016.

III. CONSORTIUM ENTITIES' REPRESENTATIVES

The following individuals have been designated by their entities to administer the Operator responsibilities herein contained:

1) WIA Service Provider: Goodwill Industries of Northern New England, Workforce Solutions
   Heather Stott, Senior Director

2) Maine Department of Labor, Bureau of Employment Services
   Dawn Mealey, Deputy Director, Bureau of Employment Services

3) Maine Department of Labor, Bureau of Rehabilitation Services (Vocational Rehabilitation & Blind and Visually Impaired)
   Carolyn Lockwood, Director, Bureau of Rehabilitation Services

In the event of resignation or withdrawal by any of the aforementioned parties, the agency/department is responsible for nominating a replacement. Such nomination shall entail notifying CCWI in writing as soon as the resignation/withdrawal is known and submitting a nomination letter for a potential replacement representative. The CLEO shall, as they do with LWIB members, retain official appointment authority. Notwithstanding this nomination, at the discretion of the local board and chief elected official, the Operator and/or partners may be terminated for cause. Moreover, this Agreement can also be terminated by the Area 4 LWIB and CLEO.

Should any party withdraw, this Agreement shall remain in effect with respect to other remaining parties.

IV. ONE-STOP-OPERATOR ROLE:

The role as of the Operator as determined by the local workforce investment board and chief elected officials includes:

1) **Coordination of Services:** The Operator will ensure coordination of partners in the delivery of core, intensive, and training services required by WIA and its related regulations. Provision of universal access to employment and program information will be included in the Operator's role. This will include delineating which services the parties deliver themselves and which services are delivered by other partner organizations.

   Note: The Operator shall not decide how funds for specific programs will be spent. Each agency retains control over agency expenditures and agency program operations. The Operator shall not decide programmatic issues for specific programs where statutes and/or regulations dictate programmatic issues.

2) **Seamless System Integration:** The Operator is responsible for the integration and availability of core, intensive, and training services by the investors at Area 4 co-located sites. Services must be easily accessible, customer driven, personalized, and responsive to the communities' workforce development needs. Providers of services must understand the linkage between what is being measured and what is being delivered, and strategic objectives must be identified in order to support measurement systems. If misalignment of a service or process is found, appropriate meetings with staff/One-Stop partners will be held to realign processes and services and create solutions.

3) **Serve as Intermediary–Liaison:** The Operator shall promote the participation of private sector employers in the statewide workforce investment system and ensure the effective provision, through the system, of connecting, brokering, and coaching activities, through intermediaries such as the one-stop operator in the local area or through other organizations, to assist such employers in meeting hiring needs.

   In addition, the Operator shall communicate strategic objectives of the LWIB as may be necessary.

   The Operator shall provide LWIB leadership with recommendations for improving and sustaining private sector employer engagement.

4) **Establishing Priorities:** In the event that funds allocated to a local area for adult employment and training activities under paragraph (2)(A) or (3) of section 133(b) are limited, priority shall be given to recipients of public assistance and other low-income individuals for intensive services and training services. The LWIB shall direct the One-Stop Operator in the local area with regard to making determinations related to such priority.

5) **Customer Satisfaction:** The Operator is responsible for the evaluation of customer needs and satisfaction. Customer satisfaction is a key element in any performance criteria. The Operator will strive to develop appropriate mechanisms for determining customer satisfaction.

6) **Outreach:** The Operator for Area 4 sites will outreach system resources and available training resources. In the event system resources prevent necessary outreach, such issues must be brought forth to CCWI for evaluation and potential resolution.

7) **One-Stop Operator MOU**: The Operator shall develop and execute a One-Stop Operator MOU consistent with WIA law.

8) **Professional Development:** The Operator of the Area 4 Career Center system is responsible to make certain that staff are provided appropriate training opportunities. In the event system resources prevent necessary training, such issues must be brought forth to CCWI for evaluation and potential resolution.

9) **Physical Infrastructure and Accessibility:** The Operator is responsible to ensure compliance with all safety and anti-discrimination provisions for the Career Centers in Area 4. The Operator shall ensure that:

    1. Every Career Center is accessible so that all job seekers and business customers can fully participate in the services offered;
    2. Every Career Center has an updated and effective grievance procedure/policy and that staff are trained to properly administer the procedure;
    3. Every Career Center maintains a professional appearance;
    4. Every Career Center has access to sufficient space and capacity for key functions;
    5. Every Career Center is safe and secure.

10) **Convening the Coastal Operator Group (COG):** On at least a quarterly basis, the Operator shall convene a COG meeting which shall take place at CCWI. The purpose of this forum will be to convene the necessary partners to discuss the overall OSO functions and responsibilities in addition to reviewing regional updates on center operations. The Operator is responsible for scheduling, creation of an agenda, and sending out invitations and reminders. The Operator shall create a report for the LWIB which shall be provided to the Board at quarterly meeting time depicting regional activities i.e., representing all co-located facilities.

V. GEOGRAPHIC COVERAGE:

There is only one comprehensive One-Stop Center in Area 4 (e.g., Portland CareerCenter). However, this consortium shall be responsible for overseeing CareerCenter operations in other centers where colocation exists. Consortium partner representatives will work with their counterparts in the other centers to ensure the responsibilities of Operator are carried out throughout the entire Area 4 region.

VI. IMPASSE RESOLUTION

If an impasse should arise between CCWI and/or LWIB and Operator/Consortium regarding any of the herein contained provisions:

- The issue will be brought before the Executive Committee of the Workforce Board
- If a resolution is not reached, the issue will be brought before the Area 4 CLEO.
- If a resolution is not reached at this point, the issue will be brought before an impartial body established by the Maine Department of Labor.

VII. SUNSHINE PROVISIONS

The Operator will conduct all business in an open manner as required by Section 117 (e) of the Act and will make available to the public on a regular basis information about the activities of the Operator. This will include, as necessary, information about the Local Plan, the operation of each CareerCenter site, and other pertinent matters of public interest. Public notice of meetings shall be posted on the CCWI website as will minutes of OSO meetings inclusive of COG meetings.

VIII. MODIFICATION OF AGREEMENT

Any partner to the agreement may request written modifications of its terms, and ratification of the request by the other partners in writing shall constitute such modifications.

AUTHORITY AND SIGNATURES—LWIB/CLEO AND ONE-STOP OPERATOR/CONSORTIUM

The individuals signing have the authority to commit the parties they represent to the terms of this Agreement and do so commit by signing below.

Witness

Robert Schmidt, Chairperson
Area 4 Local Workforce Investment Board (LWIB)
Date: 7/25/2014

Witness

Charlie Crosby, Chairperson
Area 4 Chief Local Elected Officials (CLEO)
Date: 7/25/14

Witness

Kelly Osborn, Executive Director Workforce Services
Good Will Industries, Workforce Solutions
Date: 7/1/14

Witness

Peter Pare, Director
Maine Department of Labor, Bureau of Employment Services
7/2/14

Witness

Betsy Hopkins, Director
Maine Department of Labor, Division of Vocational Rehabilitation
Date: 7/2/14

Witness

John McMahon, Director bgd
Maine Department of Labor, Division f/t Blind & Visually Impaired
Date: 7/2/14

Witness

Michael Bourret, Executive Director
Coastal Counties Workforce, Inc.
Date: 7/25/14