

**ONE-STOP OPERATOR AGREEMENT
BETWEEN
THE MAUI COUNTY WORKFORCE INVESTMENT BOARD
AND
THE MAUI CONSORTIUM**

This One-Stop Operator Agreement ("Agreement") is entered into between the Maui County Workforce Investment Board (MCWIB) and the Maui Consortium. The MCWIB was appointed by the Mayor of the County of Maui and was established under the WIA for the purposes of developing the 5-year local workforce investment plan and for performing the required functions described in Section 117 of WIA. The Maui Consortium (Consortium) is a partnership between four entities:

1. Maui Community School for Adults, Department of Education
2. Workforce Development Division/WorkSource Maui -- Maui Branch, State of Hawaii, Department of Labor and Industrial Relations
3. Unemployment Insurance Division, State of Hawaii, Department of Labor and Industrial Relations
4. ALU LIKE, Inc.

The Consortium Partners:

The Consortium agencies collectively have a history of serving under-represented and disadvantaged people, as well as administering workforce development activities available to the public-at-large. The Consortium's partnership utilizes existing infrastructure and resources, and capitalizes on the staff experience developed from years of operating workforce activities.

The Maui County Workforce Investment Board, with the agreement of the Mayor of the County of Maui has designated the Maui Consortium as the One-Stop Operator for the County of Maui. The purpose of this agreement is to establish the roles and responsibilities of the MCWIB and the Consortium for implementing the provisions of Section 121 of Title I of the Workforce Investment Act of 1998 (WIA).

In consideration of the foregoing and the parties' responsibilities and obligations set forth below, the parties agree as follows:

1. **Designation of Maui Consortium as Operator:**
The Consortium was designated by the MCWIB as the One-Stop Operator for Maui County in December 1999, pursuant to Section 121(d)(2) of WIA and 20 CFR Part 662 Subpart D.
2. **Duration and Modification of Agreement:**
This agreement shall commence on the date it is executed, July 1, 2007, and will remain in effect until modified or terminated by the mutual agreement of the parties.

3. Description of Workforce Development Division/WorkSource Maui's One-Stop Center System:

Workforce Development Division/WorkSource Maui's one-stop employment and career development centers are located at the following 2 locations:

Workforce Development Division/ WorkSource Maui
2064 Wells Street, Suite 108
Wailuku, Maui, Hawaii 96793

Workforce Development Division/WorkSource Molokai
55 Makaena Place, Room 4
Kaunakakai, Molokai, Hawaii 96748

4. Responsibilities of the Consortium:

As Maui County's designated One-Stop Operator, the Consortium agrees to the following:

A. Provider of Direct Services:

The Consortium will:

Ensure, at a minimum, provision of WIA core services, availability of intensive services, and access to training services at all Maui County Centers for Maui's jobseekers. Evaluate and modify services for continuous improvement based on feedback and information from job-seeking participants.

Operate a system for employer/business services (job development, maintaining the job bank, employee training programs, tax incentive and labor market information). Evaluate and modify services for continuous improvement, based on:

- relevant economic information and feedback obtained from the business community on the services needed and how such services will be accessed;
- recommendations received by the Consortium through employer feedback mechanisms; and
- other relevant economic information.

B. Management of the One-Stop Center System:

The Consortium, as Operator, will perform with an integrated management model. The Consortium consists of a governing body, the Consortium Executive Team, comprised of four persons, with each of the four Consortium partner agencies appointing one person.

All references to One-Stop system partners include all current and any additional partners during the period of this Agreement.

The Consortium Executive Officer (CEO) will be an employee of the Workforce Development Division (WDD) and will implement the directions of the Consortium Executive Team.

The CEO will serve as the Consortium's lead contact with and convener of the One-Stop system partners for matters concerning One-Stop Center operational needs and priorities.

The CEO shall report to the Consortium Executive Team all disputes with any One-Stop system partner regarding the implementation of agreed upon provisions of their MOU. Any dispute the Executive Team is unable to resolve with a One-Stop system partner shall be formally reported in writing to the MCWIB.

The Consortium will:

Develop and submit to the MCWIB an annual Consortium operating plan for their One-Stop center system. The Consortium operational plan shall include information on measurable objectives and strategies to achieve goals. The Consortium operational plan is to be submitted to the MCWIB for review and approval, concurrent with the annual WIA budgets.

Coordinate the delivery of services provided by other One-Stop system partners as described in the partner Memorandum of Understanding ("MOU") with the MCWIB.

Convene meetings with the One-Stop system partners to jointly develop processes for delivering WIA and the partner programs' applicable core services described in the MOUs at the designated local comprehensive One-Stop center, and throughout the One-Stop center system where possible. These One-Stop system partner core services, as described in the MOUs, are the following:

- outreach and intake
- common orientation to WIA and partner program services
- job search, referral, and placement
- initial assessment of WIA and partner program eligibility
- participant referral process

Collaborate with the One-Stop system partners to affect processes for making their federally funded employment programs accessible, including (as applicable): client assessment, case management, job development, referral, and placement.

Coordinate, and make available, capacity building activities for One-Stop partner program staff.

Assure that functions or separateness mandated by law or prior contract will not be violated or abridged in the pursuit of co-location or program integration.

Develop and oversee resource sharing or payment plans with the mandatory partners using the principles of the U.S. Department of Labor's One-Stop Comprehensive Financial Management Technical Assistance Guide.

Manage the One-Stop center system budgets.

Report to the MCWIB Executive Committee and Full Board on the operation and performance of the One-Stop system. Written reports may consist of information on: customer traffic; expenditures; status of operating plan objectives; recent and planned activities; issues affecting the one-stop system; and any concerns, problems, or requests for assistance from the MCWIB. The MCWIB may request additional reports, with consideration of the Consortium's ability to access and compile the information in a timely manner.

Recommend changes to MCWIB policy that affect One-Stop center system operations.

C. Management of the Individual One-Stop Centers:

The Consortium Executive Team will provide guidance to the One-Stop Center Managers.

One-Stop Center Managers will manage the day-to day operations of the Maui County One-Stop Centers and provide guidance and training to staff co-located at the one-stop centers.

Personnel matters, including compensation, personnel actions, terms and conditions of employment, performance appraisals, and accountability of employees remain under the authority of the employee's employer-of-record with consultation with One-Stop Center Manager.

All One-Stop Center guidance must be consistent with any federal, state, or city statute or regulation governing the agency under which the staff is employed.

The Consortium will:

Ensure that standard operating procedures, systems, and policies are developed for the Maui County One-Stop Centers.

Ensure maintenance of the Maui county One-Stop Centers' facilities, within the Consortium's control, including supplies and equipment.

Assess and respond to community employment related needs; and where appropriate, recommend and request one-stop system partner assistance via the Consortium Executive Team.

Regularly communicate the strategic goals and polices of the MCWIB to all One-Stop Center personnel.

5. Responsibilities of the MCWIB

The MCWIB agrees to the following:

Receive and review Consortium reports, and respond to Consortium recommendations in a timely manner.

Provide technical assistance to improve program outcomes based on the principle of continuous improvement.

Provide marketing support to provide the awareness of the One-Stop's services with businesses and the community.

Communicate the strategic goals and policies of the MCWIB.

6. Dispute/Grievance Resolution

Disputes concerning provisions of this Agreement shall be referred for discussion and resolution to the Coordinator of the Office of Economic Development, County of Maui and the Chair of the MCWIB.

7. Certification/Signature Page:

By signing this Agreement, the Maui County Workforce Investment Board and Workforce Development Division/WorkSource Maui, in its capacity as a member of the Maui Consortium, agree that the provisions contained herein are subject to all applicable, Federal, State, and local laws, regulations, and/or guidelines relating to non-discrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to One-Stop customers.

By signature(s) affixed below, the parties have executed this Agreement on
July 1, 2007.

MAUI COUNTY WORKFORCE INVESTMENT BOARD



Sananda Baz
Chair
Maui County Workforce Investment Board

12/5/07
Date

COUNTY OF MAUI

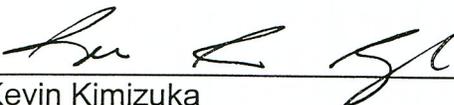


Charmaine Tavares
Mayor
County of Maui

12-06-2007
Date

WORKFORCE DEVELOPMENT DIVISION / WORKSOURCE MAUI

In Its Capacity as a Member of the Maui Consortium



Kevin Kimizuka
Branch Manager
Workforce Development Division/WorkSource Maui

12/6/07
Date