

**Workforce Investment Act (WIA) and  
Wagner-Peyser Planning Guidance for the**

**2013 – 2017**

**Oahu Workforce Investment Board  
Local Area Plan**

**Appendices and Assurances**





## WORKFORCE INVESTMENT ACT ("WIA") AND WAGNER-PEYSER

### LOCAL NEGOTIATED LEVELS OF PERFORMANCE<sup>1</sup>

| WIA Requirement at § 136             | PY 10 <sup>3</sup> | PY11 <sup>2 &amp; 3</sup> |                  | PY 12            |
|--------------------------------------|--------------------|---------------------------|------------------|------------------|
|                                      | 7/7/10 – 6/30/11   | 7/7/11 – 6/30/12          | 7/7/11 – 6/30/12 | 7/7/12 – 6/30/13 |
| <b>WIA Adult Program</b>             | Goal               | Goal                      | Actual           | Goal             |
| Entered Employment Rate              | 50.0%              | 50.0%                     |                  | 69.5%            |
| Employment Retention Rate            | 82.1%              | 82.1%                     |                  | 86.0%            |
| Average Earnings                     | \$10,800           | \$10,800                  |                  | \$11,200         |
| Employment and Credential Rate       | 55.0%              | 55.0%                     |                  | 66.0%            |
| <b>WIA Dislocated Worker Program</b> |                    |                           |                  |                  |
| Entered Employment Rate              | 65.0%              | 65.0%                     |                  | 75.0%            |
| Employment Retention Rate            | 86.0%              | 86.0%                     |                  | 90.0%            |
| Average Earnings                     | \$14,750           | \$14,750                  |                  | \$14,750         |
| Employment and Credential Rate       | 60.0%              | 60.0%                     |                  | 63.5%            |
| <b>WIA Older Youth (19-21)</b>       |                    |                           |                  |                  |
| Entered Employment Rate              | 40.0%              | 40.0%                     |                  | 73.0%            |
| Employment Retention Rate            | 60.0%              | 60.0%                     |                  | 82.0%            |
| Average Earnings Change              | \$1,750            | \$1,750                   |                  | \$3,100          |
| Credential Rate                      | 38.0%              | 38.0%                     |                  | 60.0%            |
| <b>WIA Younger Youth (14-18)</b>     |                    |                           |                  |                  |
| Skill Attainment Rate                | 46.0%              | 46.0%                     |                  | 88.0%            |
| Diploma Attainment Rate              | 71.0%              | 71.0%                     |                  | 66.0%            |
| Retention Rate                       | 44.0%              | 44.0%                     |                  | 48.5%            |
| <b>WIA Customer Satisfaction</b>     |                    |                           |                  |                  |
| Participant                          | 72.0%              | 72.0%                     |                  | 97.7%            |
| Employer                             | 82.0%              | 82.0%                     |                  | 86.4%            |
| <b>Wagner-Peyser</b>                 |                    |                           |                  |                  |
| Entered Employment Rate              | 45.0%              | 45.0%                     |                  | 49.9%            |
| Employment Retention Rate            | 77.0%              | 77.0%                     |                  | 78.5%            |
| Average Earnings                     | \$10,971           | \$10,971                  |                  | \$12,500         |

- 1 Guidance on state and local performance can be found on the U.S. Department of Labor (DOL) Employment and Training Administration website. Specific Training and Employment Guidance Letters (TEGL) include but are not limited to 11-01, 17-05, 15-10, 49-11 and 12-12.
- 2 In a letter to Governor Neil Abercrombie dated June 24, 2011, Hawaii's PY 10 WIA performance levels were extended into PY 11 together with its PY 10 waivers of WIA statutory and regulatory requirements.
- 3 Negotiated performance levels for the State applied to all Local Areas in Program Years (PY) 10 and 11. However, beginning with PY 12, each County could have negotiated performance levels separately but all chose to adopt State goals in a meeting held on February 14, 2013.

## Appendix 2

### Composition of Local Investment Board

| WIA Sec. 1, Title I, Subtitle A, Sec. 117 -- Mandatory Categories |              |                |            |             |            |           |            |
|---|--------------|----------------|------------|-------------|------------|-----------|------------|
| BOARD MEMBERS:  | (2)(A)(i)(V) | (2)(A)(i)(iii) | (2)(A)(ii) | (2)(A)(iii) | (2)(A)(iv) | (2)(A)(v) | (2)(A)(vi) |
| Keala Benz  | X            |                |            |             |            |           |            |
| Nani Daniels  | X            |                |            |             |            |           |            |
| Howard Garval   | X            |                |            | X           |            |           |            |
| Kalei Inn   | X            |                |            |             |            |           |            |
| Brent Kakesako  | X            |                |            |             | X          |           |            |
| Shawn Kana'iaupuni  | X            |                | X          |             |            | X         |            |
| Joanne Kealoha  | X            |                |            | X           |            |           |            |
| Matt Lorin  | X            |                | X          |             | X          |           |            |
| Kaipo Lum   | X            |                |            |             |            |           |            |
| Johnny Papa   | X            |                |            |             | X          |           |            |
| Glenn Sexton  | X            |                |            |             |            |           |            |
| Jim Tollefson   | X            |                | X          |             |            | X         |            |
| Cade Watanabe   | X            |                |            |             |            |           |            |
| Emmet White   | X            |                |            |             | X          |           |            |
| Tim Wong  | X            |                |            |             |            |           |            |
| John Yamamoto   | X            |                | X          |             |            |           |            |
| Paul Yokota   | X            |                |            |             |            |           |            |
| Via Memorandums of Agreement -- One-Stop Partner Board Members    |              |                |            |             |            |           |            |
| C&C of Honolulu, DCS (Pam Witty Oakland)                          |              |                |            |             |            |           | X          |
| DOE (John Vannatta for Kathy Matayoshi)                           |              |                | X          |             |            |           | X          |
| DHS - Voc Rehab (appt change in process)                          |              |                |            |             |            |           | X          |
| DLIR-Workforce Dev Div (Norma McDonald)                           |              |                |            |             |            |           | X          |
| DLIR - Unemployment Division (Tanya Lee)                          |              |                |            |             |            |           | X          |
| UH - Community Colleges (Scott Murakami)                          |              |                | X          |             |            |           | X          |
| ALU LIKE (Nanea Sai)  |              |                |            |             |            |           | X          |
| Hawaii Job Corp (Julie Dugan)                                     |              |                |            |             | X          |           | X          |
| Hnl. Community Action Program (Robert Piper)                      |              |                |            |             | X          |           | X          |

Yellow columns = majority of members must be "representatives of business in the local area" (Sec 117(b)(2)(A)(i))  
Gray column = representatives of each of the one-stop partners (Section 117(2)(A)(vi))

## **OAHU WORKFORCE INVESTMENT BOARD MEMBERS**

### **BRIAN KEALA BENZ (term 2012 – 2015)**

#### **Membership Category: WIA Section 117(2)(A)(i)(I)**

Brian Keala Benz is the president of Team Clean. A proud Kamehameha School graduate, Keala began his career as a project manager at the Hilton Hawaiian Village in 1999. Rising quickly through the ranks at Team Clean, Keala took the reins as vice-president in 2004 and became the president of the company in 2006. His passion for cleaning fuels his incomparable work ethic and professional mission to enhance the lives of people. Using Team Clean as the vehicle for this purpose, Keala believes that interacting with people through the professional cleaning services industry gives him the opportunity to improve the lives of those around him and the world in which he lives. It is Keala's vision to educate the people of Hawaii about the principles of cleaning for health and to provide this service to the local business community.

### **NANI DANIELS (term 2012 to 2014)**

#### **Membership Category: WIA Section 117(2)(A)(i)**

Apple Inc. Area Manager, K20 Education, State of Hawaii. After working and living in Silicon Valley during the boom and bubble bursting days, Nani returned to Hawai'i with her family to work for Apple – again. Nani was at Apple in the late 80's and 90s before going to a start up called Netscape. Wanting to try her hand at another start up, she then worked at a DSL company when dial-up connections were de riguer. Fulfilling a goal of returning to Hawai'i to work for a high tech company while doing something meaningful, Nani is back with Apple working with Educators on ways to integrate technology into teaching and learning for the benefit of Hawai'i's 21st century keiki!

### **HOWARD GARVEL (term 2011 – 2013)**

#### **Membership Categories: WIA Section 117(2)(A)(i)(I) and Section 117(2)(A)(iv)**

Howard S. Garval, MSW, is the CEO of Child & Family Service. Howard has spent 31 years in the human services field, most recently as president and CEO of The Village for Families & Children, Inc., a Hartford, Connecticut-based agency that serves more than 5,000 children and families annually. Before that, Howard was a district director for Family Service of Greater Boston. Howard holds a master's degree in social work from the University of Michigan. In Connecticut, Howard was chair of the Board of the Connecticut Council of Family Service Agencies. He was also very active with the National Association of Social Workers, Connecticut.

**KALEI INN (term 2011 – 2014), Vice Chairperson**

**Membership Category: WIA Section 117(2)(A)(i)(I)**

Kalei Inn is the principal consultant of Kalei Inn, PhD and Associates. She is an educational sociologist with a PhD from Stanford, and a BA from Sarah Lawrence College. Kalei has 25 years of management, coaching, consulting and research experience in universities, businesses and nonprofit organizations in Hawaii, California, and Hong Kong. She has appeared on "Emme's Island Moments" and the Channel 2 Morning News to speak on how to achieve personal and professional success. Born in Shanghai, China, Kalei speaks English and Chinese. She is a past program chair of the Rotary Club of Waikiki, and a past president of the Stanford Hawaii Chapter. Kalei is an active member of Society for Human Resources Management Hawaii (SHRM) and American Society of Training Development Hawaii.

**BRENT KAKESAKO (2012 to 2013)**

**Membership Categories: WIA Section 117(2)(A)(iv) and WIA Section 117(2)(A)(v)**

Brent is the COO of the Hawaii Alliance for Community-Based Economic Development (HACBED). HACBED's mission is to address social, economic, and environmental justice in Hawaii through community-based economic development. Brent is a licensed attorney who has a background in exploring legal entity structures for businesses, community organizing and coordination, planning and program development; developing and maintaining communication links with community based partners and constituents; and coaching. He is also the co-founder of Cultivating Collaboration & Collective Change (C4), a company that focuses on infusing community back into businesses through innovative partnerships and collaborative projects. He has an undergraduate degree, *cum laude* from Harvard University after writing a thesis focused on the leadership of teams and a Juris Doctorate from UH's William S. Richardson School of Law. He is the recipient of Salvation Army's Outstanding Partners in Community Service Award on behalf of Kanu Hawaii (March 18, 2011) and the recipient of Kanu Kuleana Award (February 28, 2010).

**SHAWN MALI`A KANA`IAUPUNI (term 2011 – 2013)**

**Membership Category: WIA Section 117(2)(A)(ii)**

Shawn Mali`a Kana`iaupuni, PhD, is the director of Policy Analysis & System Evaluation (PASE), the research arm of Kamehameha Schools. A graduate of Kamehameha Schools, Shawn received her BA degree from the University of Denver. She received her master's and PhD degrees from the University of Chicago, and was a National Services Research Award recipient as a National Institutes of Health Postdoctoral Fellow. Shawn is also on the clinical faculty of Public Health Sciences & Epidemiology at the University of Hawaii at Manoa and a member of the affiliate graduate faculty of the Department of Sociology at UH-Manoa. She taught at the universities of Wisconsin and Chicago, has been the recipient of 27 post graduate grants, awards, and fellowships, is the author or co-author of 18 scholarly publications in the field of demography, has presented more than 25 invited papers/talks to professional audiences, and has held the position of principal investigator on nearly a dozen professional studies, all within the last decade.

**JOANNE KEALOHA (term 2012 – 2015)**

**Membership Category: WIA Section 117(2)(A)(iii)**

Joanne Kealoha serves as the Social Services Coordinator at the ILWU Local 142. As the Social Services Coordinator for the ILWU, Local 142, Joanne coordinates assistance for its 22,000 members. The ILWU is the largest private sector union in Hawaii. As Hawaii's economy grew and diversified, so did the ILWU. The ILWU has grown by organizing wherever workers needed the benefit of unionism. Its members work in many different industries including longshore, tourism, agriculture, manufacturing, supermarkets, and health care. Joanne holds a Bachelor's degree from the University of Hawaii at Manoa and a Master's degree in Social Work from UCLA. In addition to her volunteerism with the Oahu Workforce Investment Board, she also sits on the board for Hawaii Meals on Wheels.

**MATT LORIN (2012 to 2015)**

**WIA Categories: WIA Section 117 (2)(A)(ii) and WIA Section 117(2)(A)(iv)**

Matt Lorin is Vice President of The Learning Coalition where he is responsible for the strategic planning, implementation and day-to-day operations of the organization. Formerly, he was Education Program Officer for the Harold K. L. Castle Foundation. Before joining the Foundation, he was a member of the Senior Management Team at the Office of Hawaiian Affairs (OHA) where he was Director for Planning, Research, Evaluation and Grants. Matt also served as Director on President Clinton's National Security Council Staff in the Office of Multi-lateral and Humanitarian Affairs. Before accepting his appointment in the White House, Matt was Founder and Executive Director of SHARE, the Student Human Rights Exchange — a pioneering non-profit organization that put information and communication technologies to work to promote civil society in countries undergoing political transition. He serves on several boards including the Board of Education for Public Inquiry and International Citizenship at Tufts University and is a Leadership Fellow at the Institute for Global Leadership. He is a member of the National Policy Roundtable. He sits on the boards of various local not-for-profits including Hawaii Education Matters, Our Public School and the Hakipu'u Learning Center. Matt is a graduate of Tufts University and the Kennedy School of Government.

**RICHARD KAIPO LUM (term 2011 – 2014)**

**Membership Category: WIA Section 117(2)(A)(i)**

Richard "Kaipo" Lum is the founder of Vision Foresight Strategy LLC. He advises domestic and international corporations on forecasting and strategy formation. As a professionally trained futurist, his professional specialties include the futures of governance, global conflict, health care, energy, and industrialism. He delivers speeches and presentations at seminars sponsored by organizations such as the World Future Society, private corporations and universities. His papers have been published in the *Journal of Futures Studies* and the journal *Futures*. He served for several years as the Strategic Planner for the Hawaii Medical Service Association (HMSA) and served on the boards of organizations such as People Attentive to Children (PATCH) and the Native Hawaiian Chamber of Commerce and currently serves as the board president of I Ola Lahui. He is a Salzburg Global Seminar fellow. He is a graduate of Kamehameha

Schools, has a Masters degree in Political Science with a specialization in Alternative Futures from the University of Hawai'i at Mānoa, and holds a PhD in Political Science focusing on the issue of designing governance systems.

**JOHNNY PAPA (term 2011 – 2013)**

**Membership Category: WIA Section 117(2)(A)(iv)**

Johnny is the Supervisor of the Statewide Child Welfare Intake Program of the Hawaii State Department of Human Services. She oversees the 24 hour operations for the Hawaii Child Abuse and Neglect Reporting Line and is an expert in difficult and complex child welfare service delivery, practice and issues. In 2005, she was recognized by the National Association of Social Workers (NASW) as their Social Worker of the Year in Family and Child Welfare. Johnny is also the recipient of the Governor's Distinguished Service Award, the Employee of the Year Award and many others. Her community involvement activities are numerous and include on-going consultation for the SHAKA electronic web based data system, coordination for the Asia Pacific Economic Cooperation (APEC) plan for child welfare with law enforcement, interagency coordination of Disaster Preparedness response for reports of child abuse and neglect, and is a member of the Hui Hanai Board of Directors of the Queen Lili'uokalani Children's Trust. She is a founding member of the Felony Child Abuse Task Force, is active in research with the John A. Burns School of Medicine and the National Research Foundation regarding drug exposed infants, and served on the Native Hawaiian Child Welfare Act Task Force Committee.

**GLENN SEXTON (term 2012 – 2015)**

**Membership Category: WIA Section 117(2)(A)(i)(I)**

Glenn Sexton is the vice president and general manager of Xerox Corporation for all operations in Hawaii and Micronesia. With Glenn's leadership, Xerox Hawaii has become the most productive Xerox organization with the highest market share in the United States. Xerox Hawaii employs over 250 employees and continues to be one of the corporation's perennial top performers in customer loyalty, employee motivation, revenue, and profit growth. In addition to chairing the Xerox Community Involvement program, Glenn's community support efforts include membership in the Board of Directors of the Boys and Girls Clubs of Hawaii, Rehab Hospital of the Pacific, Rehab Foundation, and the Hawaii Educational Council. He is a graduate of Leilehua High School and the University of Hawaii, where he graduated with honors and a degree in English.

**JAMES TOLLEFSON (term 2011 – 2013), Chairperson**

**Membership Categories: WIA Section 117(2)(A)(i)(I), WIA Section 117(2)(A)(i)(III) and WIA Section 117(2)(A)(v)**

James C. "Jim" Tollefson is president and chief executive officer of the Chamber of Commerce of Hawaii. Prior to joining the Chamber of Commerce of Hawaii, Jim was executive vice president at Bank of Hawaii. Jim also held management positions at First Interstate Bank, Sanwa Bank, and Trans World Airlines. Active in community and charity organizations, Jim serves on the Board of Directors of the YMCA of Honolulu,

the Hawaii Visitor and Convention Bureau (HVCB) Board, the Better Business Bureau (BBB) Board, the Hawaii Economic Development Corp. Board, and the Hawaii Institute for Public Affairs Board. Additionally, he has served on various community boards, including the Hawaiian Humane Society, Children's Miracle Network Telethon, and Palama Settlement. Jim was born in Kansas and served as an artillery officer in the U.S. Army in Korea and Fort Sill, Oklahoma. He holds degrees in psychology and business administration from Kansas State University and successfully completed studies at the Graduate School of Credit and Financial Management at Dartmouth College.

**CADE WATANABE (term 2011 – 2013)**

**Membership Category: WIA Section 117(2)(A)(iii)**

Cade Watanabe is the spokesperson for Unite Here! Local 5 Hawaii. He was born and raised on the Hamakua Coast of the Big Island of Hawaii, and has been a resident of the City and County of Honolulu for the past 11 years. Cade graduated with a B.A. and an M.A. in Political Science from the University of Hawaii at Manoa. He is currently employed by UNITE HERE Local 5, a local labor organization representing more than 10,500 hotel, health care and food service workers throughout the State, as a community/political organizer.

**EMMET WHITE (term 2011 – 2014)**

**Membership Category: WIA Section 117(2)(A)(i)(I)**

Emmet White is Arcadia's president and chief executive officer. Prior to Arcadia, he practiced law for 23 years in Honolulu. He is also a Nursing Home Administrator. Emmet received his Bachelor of Arts from Lafayette College and his Juris Doctor from the College of William and Mary. He has served Central Union as a Moderator, Trustee, and Deacon, and is a member of the Hawaii Long Term Care Association. He also serves on the Honolulu Subarea Health Planning Council for the State Health, Planning and Development Agency. A retired Army Reserve Colonel, he is an Ombudsman for the Department of Defense's Employer Support of the Guard and Reserve Program.

**TIM WONG (term 2012 – 2015)**

**Membership Category: WIA Section 117(2)(A)(i)(I)**

Tim Wong is president of the Renewable Services Group. He oversees operations, forms partnerships and initiates energy projects vital to Hawaii's clean energy goals. Formerly, Tim served as vice president and general manager for Sopoty of the Hawaii Market, where he was responsible for long range planning, execution on immediate term goals, policy, and special projects in Hawaii. Between 2003-2007, he was a securities administrator with Hawaiian Electric (NYSE: HE) where he participated in a \$265 million bond issuance and was responsible for the implementation of the company's Sarbanes-Oxley compliance program. Previous positions include assistant controller for Spirent Communications Inc. (LSE: SPT) during the company's Initial Public Offering, assistant vice president for Central Pacific Bank (NYSE: CPF) and he began his career at KPMG, LLP in 1990, where he achieved the title of senior auditor and earned his CPA. He is a certified real property administrator and earned his B.B.A.

in Accounting and B.B.A. in Management Information Systems from the University of Hawaii.

**JOHN YAMAMOTO (term 2011 – 2014)**

**Membership Categories: WIA Section 117(2)(A)(i)(I) and WIA Section 117(2)(A)(i)(III)**

John Yamamoto is the IEHA (International Executive Housekeepers Association) Hawaii Chapter - President, and has been at the Park Shore Waikiki Hotel as the Director of Housekeeping and Laundry for the past 10 years. Prior to that, he was at the Ilikai Hotel for over 20 years and managed in many different areas of the property. Earlier in his career, he also worked for the San Francisco Hilton & Towers and in the airline industry for Eastern Airlines Operations at San Francisco International Airport, and for some major retail organizations, the Emporium and Macy's. He was also a cook at Kobe in San Francisco as well. He has a BS degree from San Francisco State University in the field of Marketing – concentration in advertising.

**PAUL YOKOTA (term 2011 – 2014)**

**Membership Category: WIA Section 117(2)(A)(i)(I)**

Paul Yokota is the chief operating officer for FCH Enterprises, Inc. FCH Enterprises, Inc is one of Hawaii's largest, local grown companies employing over 2,500 people in over 60 different positions within the Company. It operates 25 Zippy's Restaurants, Napoleon's Bakery, Osaka Okazuya, A Catered Experience, Food Solutions International, Kahala Sushi, Pearl City Sushi and ACE Express. Prior to joining FCH, Paul worked for Prince Resorts, Inc as its senior vice president of operations/chief operating officers responsible for four hotels and golf courses on three islands. He also was the general manager for Hawaii Prince Hotel Waikiki & Golf Club, the general manager for the Hapuna Beach Prince Hotel, the general manager for the Maui Prince Hotel as well as management positions with hotels in Georgia and Utah. He was recognized as a Distinguished Alumni from the University of Hawaii, School of Travel Industry Management. His community activities include the Tourism Workforce Advisory Council, the UH Alumni Association Board of Directors, the Executive Board of the Hawaii Hotel and Lodging Association, and the Rehab Hospital Golf Tournament.

**Board Membership Category: WIA Section 117(2)(A)(vi)**

The US Department of Labor-Employment Training Administration's Rules state that specific federal programs and activities "are entitled to have a 'voice' on the Boards through a representative." These programs/activities have a "voice" via organizations with "memorandums of understanding" (MOUs) to provide these programs and services at the one-stop centers. One-stop partners are also Board members. This chart shows the federal programs and activities and the corresponding organizations with MOUs to provide services at the one-stops:

| FEDERAL PROGRAMS & ACTIVITIES MANDATED TO BE AT ONE-STOP CENTERS:<br>(source: Electronic Code of Federal Regulations; 2013) | ORGANIZATIONS WITH MOUs TO PROVIDE PROGRAMS & ACTIVITIES = ONE-STOP PARTNERS (each is also a Board member) |
|---|--|
| <b>Programs authorized by Title I of WIA</b><br>i. Adults<br>ii. Dislocated Workers   | City & County of Honolulu, Department of Community Services<br>(i, ii, iii)                                |

|  |  |
|--|--|
| <ul style="list-style-type: none"> <li>iii. Youth</li> <li>iv. Job Corps</li> <li>v. Native American programs</li> <li>vi. Migrant and Seasonal Farmworker programs</li> <li>vii. Veterans workforce programs (WIA Section 121(b)(1)(B)(i))</li> </ul>   | <p>Hawaii Job Corps (iv)</p> <p>ALU LIKE (v) (and WIA sec. 117(2)(A)(iv))</p> <p>State of Hawaii, Department of Labor &amp; Industrial Relations (vi, vii)</p> |
| <p><b>Programs authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq): (WIA sec. 121(b)(1)(B)(ii))</b></p>   | <p>City &amp; County of Honolulu, Department of Community Services</p> <p>State of Hawaii, Department of Labor &amp; Industrial Relations</p>                  |
| <p><b>Adult Education and literacy activities authorized under title II of WIA (WIA sec. 121(b)(1)(B)(iii))</b></p>  | <p>State of Hawaii, Department of Education (and WIA sec. 117(2)(A)(ii))</p>   |
| <p><b>Programs authorized under parts A &amp; B of title I of the Rehabilitation Act (29 U.S.C. 720 et seq.);(WIA sec. 121(b)(1)(B)(iv))</b></p>   | <p>State of Hawaii, Department of Human Services</p>   |
| <p><b>Senior community service employment activities authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.); (WIA sec. 121(b)(1)(B)(vi))</b></p>   | <p>Honolulu Community Action Program (and WIA sec. 117(2)(A)(iv))</p> <p>State of Hawaii, Department of Human Services</p>                                     |
| <p><b>Postsecondary vocational education activities under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301 et seq.); (WIA sec. 121(b)(1)(B)(vii))</b></p>   | <p>University of Hawaii – Community Colleges (and WIA sec. 117(2)(A)(ii))</p>  |
| <p><b>Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974, as amended (19 U.S.C. 2271 et seq.) and Section 123(c)(2) of the Trade Adjustment Reform Act of 2001 (Pub. L. 107-210), respectively; see (WIA sec. 121(b)(1)(B)(viii))</b></p> | <p>State of Hawaii, Department of Labor &amp; Industrial Relations</p>   |
| <p><b>Activities authorized under chapter 41 of title 38, U.S.C. (local veterans' employment representatives and disabled veterans outreach programs); (WIA sec. 121(b)(1)(B)(ix))</b></p>   | <p>State of Hawaii, Department of Labor &amp; Industrial Relations</p>   |
| <p><b>Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 et seq.); (WIA sec. 121(b)(1)(B)(x))</b></p>   | <p>Honolulu Community Action Program (and WIA sec. 117(2)(A)(iv))</p>  |
| <p><b>Employment and training activities carried out by the Department of Housing and Urban Development (WIA sec. 121(b)(1)(B)(xi))</b></p>  | <p>City &amp; County of Honolulu, Department of Community Services</p>   |
| <p><b>Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law); (WIA sec. 121(b)(1)(B)(xii))</b></p>   | <p>State of Hawaii, Department of Labor &amp; Industrial Relations</p>   |

*NOTE: All "business" members also fulfill the federal membership mandatory category of WIA Section 117(2)(A)(i)(II)*

**NOTE: In 2011, staggered board terms were initiated. To implement staggering, initial appointments are of varying lengths.**

O'ahu **Workforce** Investment Board  
• *Making workforce connections*

**COMMITTEES:**

Full Board

(chair: Jim Tollefson; meets every other month)

These meet as needed:

Executive Committee

(chair: Jim Tollefson)

Strategic Planning Group

(chair: Kalei Inn)

Policies and Monitoring Group

(chair: Shawn Kana'iaupuni)

Marketing & Networking with Business Sector Group

(chair: John Yamamoto)

Veterans Programs Group

(chair: Keala Benz)

Youth Council

(chair: Julie Dugan)

Nominations Group

(chair: Emmet White)

WORLD AFFAIRS INSTITUTE

APPENDIX

APPENDIX 3

## Appendix 3

### Current LWIB Youth Council Roster

## YOUTH COUNCIL

|                |   |
|----------------|---|
| Julie Dugan    | Job Corps   |
| Joanne Kealoha | ILWU  |
| Nanea Sai      | ALU LIKE  |
| Pedro          | Honolulu Police Dept.<br>(since reassigned, in process of finding a replacement)                  |
| Ryan Kusumoto  | Goodwill Industries of Hawaii   |
| Parent member  | In the process of finding a replacement,<br>Parent had difficulty leaving work to attend meetings |
| Youth customer | In the process of finding a replacement, former youth<br>member had difficulty attending meeting  |

Additionally, a sub-committee of the Council has been formed and has met and will meet in the future to review applications from potential youth vendors. Recommendations are made to the OWIB for their review and approval. Also, the Council members do provide recommendations for the development of the local plan related to eligible youth, procurement and youth strategies (e.g. dual enrollment).

## Appendix 4

### One-Stop Consortium Agreement

**ONE-STOP OPERATOR AGREEMENT  
BETWEEN  
THE O`AHU WORKFORCE INVESTMENT BOARD  
AND  
THE O`AHU CONSORTIUM**

This One-Stop Operator Agreement ("Agreement") is entered into between the O`ahu Workforce Investment Board (OWIB) and the O`ahu Consortium. The O`ahu Workforce Investment Board (OWIB) was appointed by the Mayor of the City and County of Honolulu 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 O`ahu Consortium (Consortium) is a partnership between three entities:

1. WorkHawaii Division, Department of Community Services, City and County of Honolulu
2. Workforce Development Division, O`ahu Branch, State Department of Labor and Industrial Relations
3. ALU LIKE, Inc.

The Consortium Partners:

The Consortium's two government agencies and one private, non-profit organization 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 O`ahu Workforce Investment Board, with the agreement of the Mayor of the City and County of Honolulu has designated the O`ahu Consortium as the Operator of the O`ahuWorkLinks One-Stop Center System. The purpose of this agreement is to establish the roles and responsibilities of the OWIB 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 O`ahu Consortium as Operator:**  
The Consortium was designated by the OWIB as the One-Stop Operator for O`ahu in November 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, October 1, 2012, and will remain in effect until modified or terminated by the mutual agreement of the parties.

**3. Description of O`ahuWorkLinks One-Stop Center System:**

O`ahuWorkLinks ("OWL") one-stop employment and career development centers are located at the following 6 locations:

OWL One-Stop Center- Dillingham  
Dillingham Shopping Plaza  
1505 Dillingham Blvd., Room 110  
Honolulu, Hawaii 96817

OWL One-Stop Center-Honolulu  
830 Punchbowl Street, Room 112  
Honolulu, Hawaii 96813

OWL One-Stop Center – Waianae  
Waianae Neighborhood Community Ctr.  
85-670 Farrington Highway, Room 6  
Waianae, Hawaii 96717

OWL One-Stop Center-Waipahu OWL  
Waipahu Civic Center  
94-275 Mokuola Street, #300  
Waipahu, Hawaii 96797

OWL One-Stop Center – Hauula Satellite  
54-010 Kukuna Road  
Hauula, Hawaii 96717

OWL One-Stop Center – Kaneohe  
Kaneohe Atrium Building  
46-005 Kawa Street, Suite 205  
Kaneohe, Hawaii 96744

**4. Responsibilities of the Consortium:**

As O`ahu'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 OWL Centers for O`ahu's job seekers. Evaluate and modify services for continuous improvement based on feedback and information from OWL 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 by OWIB 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 three persons, with each of the three 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 City and County of Honolulu 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 OWIB.

The Consortium will:

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

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 effect 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.

Recommend changes to OWIB policy that affect OWL 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 OWL 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 OWL One-Stop Centers.

Ensure maintenance of the OWL 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 policies of the OWIB to all One-Stop Center personnel.

## **5. Responsibilities of the OWIB**

The OWIB 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 OWL services with businesses and the community.

Communicate the strategic goals and policies of the OWIB.

**6. Dispute/Grievance Resolution**

Disputes concerning provisions of this Agreement shall be referred for discussion and resolution to the Director of the Department of Community Services (DCS), City and County of Honolulu, and the Chair of the OWIB.

**7. Certification/Signature Page:**

By signing this Agreement, the O`ahu Workforce Investment Board, WorkHawaii Division, Workforce Development Division and ALU LIKE Inc. in its capacity as members of the O`ahu 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 October 1, 2012.

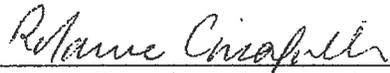
O`AHU WORKFORCE INVESTMENT BOARD  
715 SOUTH KING STREET, SUITE 211  
HONOLULU, HAWAII 96813

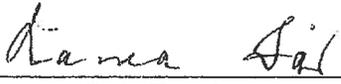
  
\_\_\_\_\_  
Signature of Authorized Officer

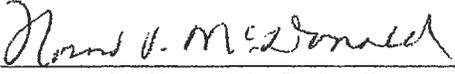
\_\_\_\_\_  
Date

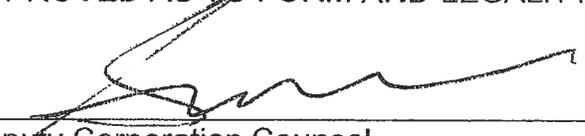
JAMES TOLLESON,  
\_\_\_\_\_  
Name and Title of Signatory

**IN ITS CAPACITY AS MEMBERS OF THE O`AHU CONSORTIUM:**

WorkHawaii Division  
Department of Community Services  
  
\_\_\_\_\_  
Rolanse Crisafulli, Administrator

ALU LIKE INC.  
  
\_\_\_\_\_  
Nanea Sai, Employment & Training Manager

Workforce Development Division  
Department of Labor & Industrial Relations  
  
\_\_\_\_\_  
Norma McDonald, Oahu Branch Manager

APPROVED AS TO FORM AND LEGALITY:  
  
\_\_\_\_\_  
Deputy Corporation Counsel

**Appendix 5**

**Priority of Service Policy**  
**for**  
**Low-Income Individuals in the**  
**WIA Adult Program**

## Appendix 5

### **Policy regarding Priority of Service for Low-Income Individuals in the WIA Adult Program**

The policy is outlined in the Standard Operating Policy under Employment Consultant, Adult Category:

- C. Informs customer of priority of services to veterans and economically disadvantaged.
- D. Customer required to provide # of family members in the household as well as estimated gross annual income of members in the household who are receiving income. Informs customer as to what constitutes included/excluded income.
- E. If annual gross income exceeds current POVERTY GUIDELINES, customer is not eligible for WIA training services.
- F. If customer is in compliance with current POVERTY GUIDELINES, advises customer that training services provided shall be directly related to employment opportunities in occupations targeted by the OWIB as desired growth industries for Hawaii, as well as demand occupations identified by employers and projection needs.

## VII. Core I – Resource Area

### HELP DESK/RESOURCE MONITOR

1. Staff assigned to the HELP DESK will greet the customers and provide minimal guidance as well as oversee the usage of the center's equipment (computers, copier, fax, telephone bank, library materials.) This includes monitoring customers' signing the appropriate usage log associated with each type of equipment. Usage limits stated in the "Customer Agreement" may be extended at the discretion of staff, based on customer traffic.
2. Resource room staff may be consortium or partner employees, as assigned by the Center Manager or site supervisor according to need and the partner memoranda of understanding. They will provide customers in the resource room with more detailed – but still basic – facilitation with the use of equipment and software hardware. Resource room duties are listed in Attachment. Customers who cannot meet their needs with minimal facilitated services as determined by the resource room staff's observation or by the customer asking extensive questions should be encouraged to attend workshops (if available) or, in some cases, may be referred to an EC to determine if Core II assisted service (WIA enrollment) or referral to a partner agency is appropriate.
3. Explains our Turnstile computer, which logs in all customers who visit the center on a daily basis and instructs the customer to log in on the Turnstile.
4. Instructs customer to complete the Job Request Form with notation of 'schooling' on the form.
5. Refers customer to the EC.

### EMPLOYMENT CONSULTANT

Provides information regarding eligibility requirements under ADULT, DISLOCATED WORKER or PERSON WITH A CERTIFIED DISABILITY. Customer is then signed up for WIA Briefing.

#### Adult Category

- A. Reviews HireNet resume to assess customer's interests, abilities, work history and educational background and inquires about customer's training vocational goal and training program.
- B. Advises customer that OWL funds demand occupations in Hawaii for service plan justification of training. Accesses Career Kokua for long-term occupational outlook and net % employment change in Hawaii to verify demand status for service plan justification of training.
- C. Informs customer of priority of services to veterans and economically disadvantaged.
- D. Customer required to provide # of family members in the household, as well as estimated gross annual income of members in the household who are receiving income. Informs customer as to what constitutes included/excluded income.
- E. If annual gross income exceeds current POVERTY GUIDELINES, customer is not eligible for WIA training services.
- F. If customer is in compliance with current POVERTY GUIDELINES, advises customer that training services provided shall be directly related to employment opportunities in occupations targeted by the OWIB as desired growth industries for Hawaii, as well as demand occupations identified by employers and projection needs.
- G. Advises client of trainings placed 'on hold' for Program Year.

**Appendix 6**

**Priority of Service Policy**  
**for**  
**Veterans and Eligible Spouses**

**Appendix 6.**

**Policy regarding Priority of service for Veterans and eligible spouses.**

**One-Stop Employment Counselors are guided by inserts in their Standard Operating Procedures.**

**Also includes:**

- a. Federal Register 20 CFR Part 1010, and**
- b. TEGL – 10-09: Implementing Priority of Service for Veterans and eligible spouses in all Qualified Job Training Programs Funded in whole or in part by the U.S. Department of Labor**

**A statement from the Standard Operating Procedures is attached.**

# O`AHU WORKLINKS

## Standard Operating Procedures

There will be universal access to core services for all job seekers and employers. Services for individuals will be available at any of the six O`ahu WorkLinks One-Stop Centers. Employers will access labor exchange services through the Wagner Peyser job bank; other employer services will be provided by the Business Services Division of O`ahu WorkLinks. Supportive services may be provided through the Workforce Investment Act (WIA) for customers receiving core, intensive, or training services if the customer is unable to fund the service through other resources and the service is necessary to enable the customer to participate in WIA Title I activities. No needs-based payments will be permitted.

### I. SERVICES FOR INDIVIDUALS

All individuals will be able to obtain Core I level (self-help or facilitated self-help) Wagner-Peyser and WIA service at any of the established one-stop centers. Mandated partner services will be available at the Dillingham site according to the terms of their individual program memorandum with the OWIB. Participating partner core services may also be available at other selected centers. Individuals aged 18 or older or dislocated workers who meet the applicable eligibility or priority criteria may also receive WIA Core II (staff-assisted), intensive, and training level services at any of the centers, or be referred to other appropriate agencies.

The WIA Adult, Youth, and Dislocated Worker programs will provide a priority of service to veterans and economically disadvantaged persons. Priority of service means that a covered person shall be given priority or take precedence over a non-covered person for the receipt of employment, training, and placement services provided under that program, notwithstanding any other provision of the law.

### CORE I

O`ahu WorkLinks One-Stop Center customers will be able to obtain self-help or facilitated self-help services including: job search assistance; information about the services and eligibility requirements of the WIA mandatory partners and the TANF programs; one-stop programs' performance data; the state list of eligible training providers as well as their approved programs and performance data and financial assistance information; the availability of supportive services in the community; and information regarding filing claims for unemployment compensation. Customers may also receive follow-up services including workplace counseling at the core level. Labor market information is available, including local demand occupations and employment statistics information relating to local, regional, and national labor market areas, as well as addresses of websites where related data are available.

## Appendix 7

### Memoranda of Understanding

#### One-Stop System Partners

# Oahu Workforce Investment Board One-Stop System Partners

1. Alu Like
2. Hawaii Job Corps
3. Honolulu Community Action Program
4. Work Hawaii  
Department of Community Services  
City & County of Honolulu
5. University of Hawaii System  
Community Colleges  
State of Hawaii
6. Department of Education -  
Oahu Community School for Adults  
State of Hawaii
7. Department of Human Services  
Respite Companion Service Program  
State of Hawaii
8. Department of Human Services  
Vocational Rehabilitation & Services for the Blind  
State of Hawaii
9. Department of Labor and Industrial Relations  
Workforce Development Division, Oahu Branch  
State of Hawaii
10. Department of Labor and Industrial Relations  
Unemployment Insurance Division  
State of Hawaii

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OAHU WORKFORCE INVESTMENT BOARD  
AND  
ALU LIKE, INC.**

---

This Memorandum of Understanding (MOU) is entered into between the O'ahu Workforce Investment Board (OWIB) and the O'ahu One-Stop System Partners (Partners) for the purpose of establishing the respective roles and responsibilities of mandatory partners in the implementation of the One-Stop System on O'ahu and to satisfy the provisions of Section 121 of Title I of the Workforce Investment Act of 1998 (WIA). Each mandatory partner program has entered into this MOU with the OWIB in the spirit of collaboration and cooperation.

**BACKGROUND**

Section 118(b)(2)(B) of the WIA specifies that MOU be submitted by the local workforce investment board as part of the local 5-Year Strategic Plan. These MOUs must be entered into [according to WIA Final Rules, 20 CFR Part 661.350 (3)(ii)] between the local board and each of the Partners concerning the operation of the local One-Stop System.

The O'ahu Workforce Investment Board was appointed by the Mayor of the City and County of Honolulu and was established under WIA for the purpose of developing the local workforce investment plan and for performing the required functions described in Section 117(d) of the WIA.

**GUIDING PRINCIPLES**

The OWIB and all Partners agree to abide by the provisions of the WIA and its regulations, and to establish and implement processes and procedures to offer education, human services, job training, and other workforce development services to employers, employees, and job seekers on O'ahu. Services will be delivered by multiple partners through a seamless, integrated One-Stop System requiring partner agencies to work cooperatively under direction of the O'ahu One-Stop Center System Operator (O'ahu Operator), and to coordinate their resources to ensure effective and efficient delivery of workforce services to all customers.

Parties to this document shall perform the activities and services described herein within the scope of other legislative requirements which may govern the parties' respective programs, services and agencies, and enter into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 be implemented:

- Universal Eligibility – All customers, including those job-seeking customers with special needs and barriers to employment, will have access to a core set of services at each One-Stop Center, designated to provide information to make career and labor market decisions.
- One-Stop Approach – All customers may explore labor market, work preparation and career development services and have access to information on a range of employment, training, and adult and occupational education programs. These services will be made available at each of the One-Stop Centers and be accessible through multiple off-site locations, including sites of mandatory and voluntary partners, either through personal referrals or counseling, or through an electronic system.
- Individual Choice – Current and potential members of the O’ahu workforce will have access to career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.
- Greater State and Local Flexibility – With the integration of services through a One-Stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system.
- Greater Accountability – the OWIB, the mandatory WIA partners, the One-Stop Center System operator, and the training providers will be held accountable for their performance. Federal and state performance standards as well as customer satisfaction surveys will be used to measure performance-based outcomes. The design and management of the One-Stop Center System and the delivery of services will be responsive to meeting the needs of the customer, and customer satisfaction will be a key measure of accountability.

## GENERAL PROVISIONS

The OWIB shall design and oversee a One-Stop System that will:

- Enhance participation and performance of the customers served through the system, eliminate unwarranted duplication of services, and reduce administrative costs.
- Establish guidelines for creating and maintaining a cooperative working relationship, facilitate joint planning and evaluation of services, and develop more efficient management of limited financial and human resources within local service delivery programs.

- Build a service delivery system that will dramatically upgrade workplace skills, economically benefiting the workforce, employers, the City and State.

It is the intent for each Partner to specifically participate in the One-Stop System as described in their Partner-specific Attachment A to this Memorandum of Understanding. Each Partner further agrees to:

1. Assist in the development and implementation of procedures and policies for the O'ahu One-Stop Center System.
2. Collaborate to provide services to all customers (job seekers, underemployed, and employers) through a One-Stop delivery system.
3. Provide for self-service or staff assisted service access to the range of labor market and career development services.
4. Participate in an integrated intake, referral, and client tracking system operating through the One-Stop System and subject to confidentiality constraints.
5. Meet with Partners to jointly consider the development of mutually beneficial processes for client assessment, case management, job development, referral and placement, staff capacity building, and resolution of disputes with other system Partners.
6. Refer unresolved disputes regarding the implementation of agreed upon provisions of a Partner's MOU to the O'ahu Operator's Consortium Executive Team, via the Consortium Executive Officer. Any dispute the Executive Team is unable to resolve with a One-Stop System Partner shall be formally reported by the Consortium Executive Officer and to the OWIB, via the OWIB Executive Director.
7. Jointly share technology and client information with other system Partners, subject to confidentiality and program limitations.
8. Share the costs of information access in exchange for participation in the One-Stop System to the extent that its program regulations permit and in accordance with the Cost Allocation Plan described in the Resource Sharing Agreement, attached hereto.

9. Participate in joint planning processes that will assist all Partners, the One-Stop Center System Operator, and the OWIB in identifying the needs of the local workforce and the business community, and help set priorities for services based on those needs.
10. Participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration.
11. Assure responsiveness of services to customer (employer, job seeker, and unemployed) needs by surveying customer satisfaction.
12. Comply with all existing laws and regulations, and in particular, to assure that all One-Stop delivery services are provided at sites that are in compliance with the Americans with Disabilities Amendment Act.
13. Accept accountability for its contributions towards achieving program goals.

#### **MISSION STATEMENT OF THE OWIB**

The board approved mission of the OWIB is: "The Oahu Workforce Investment Board invests in human capital. We believe that a vibrant workforce plays an integral role in the well being of the local economy. To support our local economy, the Oahu Workforce Investment Board (OWIB) collaborates with industry leaders and government to help Oahu's business grow, train and sustain a globally competitive workforce. "

To achieve these ends, the Resource Sharing Agreement attached to this MOU identifies the means in which each One-Stop System Partner will contribute to a fair share of the operating costs for the provision of core services in the seven One-Stop Centers on O'ahu. Basic content requirements of the MOU are covered in Section 121(c)(2) of the WIA and include the following provisions:

- The services to be provided through the One-Stop delivery system;
- Methods for referral of individuals between the One-Stop Centers and the One-Stop System Partners, for the appropriate services and activities;
- The duration of the memorandum and the procedures for amending the memorandum during the term of the memorandum; and
- How the costs of such services and operating costs of the system will be funded.

## Core (1) Services Provided Through the One-Stop Delivery System

The Partners agree that services delivery within the One-Stop System will be coordinated by the O'ahu One-Stop Center System Operator which has been designated by the OWIB as the O'ahu Consortium made up of three agencies: ALU LIKE, Inc.; the Workforce Development Division (WDD), State of Hawaii, Department of Labor and Industrial Relations; and WorkHawaii, City and County of Honolulu, Department of Community Services.

Services offered through the O'ahu One-Stop System are provided to three customer groups: employers, job seekers, and underemployed workers. Employer Service and "Core (1)" (hereafter, simply "Core") Job Seeker Services (as specified in Section 134(d)(2) of the WIA) are provided through all the Centers and include:

### A. EMPLOYER SERVICES

Parties to the MOU acknowledge that employers are primary One-Stop System customer and agree that specific employer services to be provided through the One-Stop Centers include but are not limited to:

1. Tax credit or I-9 processing information;
2. Assessment of client skills, interests, aptitude and /or work values of applicants prior to referral;
3. Job specification development;
4. Business fee or licensing information;
5. Business assistance center referral;
6. Interviewing facilities;
7. Customized training;
8. Skills training for incumbent workers;
9. Job readiness training information;
10. Information on filing Unemployment Insurance & Workers Compensation claims;
11. Program information and preliminary screening for program eligibility of prospective employees;
12. Information on eligibility for housing assistance or other support services;

### B. JOB SEEKERS

Parties to the MOU acknowledge that job seekers and unemployed workers are also primary One-stop System customers and agree that specific core employment services to be provided through the One-Stop Centers include but are not limited to:

1. Determination of individual eligibility for WIA services;
2. Outreach, intake and orientation to the information and services available through the One-Stop Centers;

3. Initial assessment of skills, aptitudes, abilities, and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment statistics information and labor market information such as jobs, local demand occupations, earnings. And skill requirements;
6. Access to performance information and program cost information on eligible providers of training services;
7. Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the One-Stop Center System;
8. Provision of accurate information relating to the availability of supportive services, including child care and transportation available in the local area, and referral to such service, as appropriate;
9. Provision of information regarding filing claims for unemployment compensation;
10. Assistance in providing information on programs of financial aid assistance for training and education programs;
11. Follow-up services, including counseling regarding the workplace, for WIA participants who are placed in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate; and
12. Other core services as determined by a One-Stop System Partner agency's governing legislation.

These Job Seeker core employment services mandated by the WIA will be available at each of the seven One-Stop Centers and are accessible through designated offices operated by the remaining mandatory partners and other interested entities. The designated One-Stop Centers on O'ahu include:

| <u>CENTER</u>                      | <u>ADDRESS</u>  |
|------------------------------------|---|
| Dillingham Plaza                   | 1505 Dillingham Blvd., Room 110<br>Honolulu, HI 96817 |
| Hauula Civic Center<br>(Satellite) | 54-050 Kukuna Road<br>Hauula, HI 96717                |
| Honolulu Office                    | 830 Punchbowl Street, Room 112<br>Honolulu, HI 96813  |
| Kaneohe Office<br>(Satellite)      | 45-005 Kawa Street, Suite 205<br>Kaneohe, HI 96744    |

Kapolei Office  
(Satellite)

601 Kamokila Blvd, Room 588  
Kapolei, HI 96707

Waianae Neighborhood Community Center

85-670 Farrington Highway  
Waianae, HI 96792

Waipahu Civic Center

94-275 Mokuola Street, Room 300  
Waipahu, HI 96797

### Method of Referral

The O'ahu One-Stop System Partners, under the direction of the O'ahu Operator, agree to develop, implement and continually improve a system to intake, orient, identify, refer and track individuals who enter the system and are eligible for various Partner programs as set forth by their federal regulations.

Individuals entering the system will receive basic service and eligibility information on all O'ahu partner programs. Interested individuals will receive an initial assessment of their possible program eligibility with the assistance of a One-Stop Center staff.

Referrals to co-located or other located O'ahu Partner program staff will be made with a One-Stop Partner program information and referral form, which will be mutually agreed upon and adopted by all Partners with their commitment to continually improve and make modifications based on changing requirements. This form will include general information on Partner program services and eligibility criteria. The referral section of this form will be completed with relevant information on the individual being referred, as well as the name, address, and phone number of the Partner program staff who will be contacted.

Each Partner under the coordination of the O'ahu Operator, agrees to cross-train and cross-inform fellow Partner program staff in making initial eligibility determinations of participants on which to base the participant's referral. This training may be conducted in groups, by shadowing staff, through field trips or site visits of Partner programs, or through other strategies as determined by the Partners.

### Duration of the MOU with Procedures for Amending the MOU

The period of performance shall commence on July 1, 2011 and terminate on June 30, 2013 unless otherwise terminated by written agreement by both parties.

The OWIB may elect to amend these MOUs by mutual agreement of the Partners. Any such modification will be preceded by written notice to all Partners in the One-Stop System of intent to modify and the purpose of such modification.

### Resource Sharing Agreement

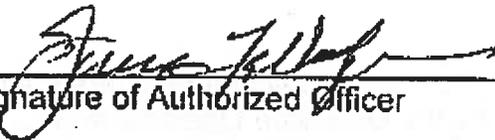
The "Resource Sharing Agreement" (RSA), attached hereto as Attachment B, is a plan and supporting documentation for the process used by the One-Stop Operator and Partners to define, allocate and fund the shared costs of the One-Stop Center System. The RSA allows Partner agencies to fund allocated costs through mechanisms in addition to cash transfers. This is important as some Partner agencies are restricted by law, regulation, or policy from paying cash for costs allocated to them. NOTE: The MOU is a formal agreement of the Partner programs requiring authorized signatures by Partner agency officials and the OWIB for enactment and modification. However, by design, the RSA is a document that will change, as the actual costs incurred by the partners become known. Therefore, the RSA supporting this MOU is incorporated by reference herein, allowing it to be revised as needed, without requiring a formal amendment of the MOU.

Under the Resource Sharing Agreement, the Partner agencies will agree on a cost allocation plan, and how they will pay their proportional share of the One-Stop Core services costs, as determined by this MOU's Cost Allocation Plan.

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

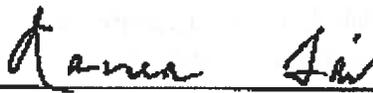
O'AHU WORKFORCE INVESTMENT BOARD

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

ALU LIKE, Inc.

  
\_\_\_\_\_  
Signature of Authorized Officer

05/25/2011  
Date

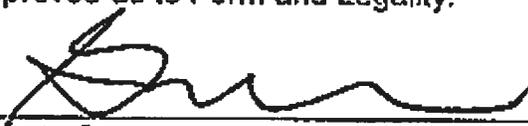
Nanea Sai  
Employment and Training Manager  
ALU LIKE, Inc.  
458 Keawe Street  
Honolulu, HI 96813

APPROVED:  
Department of Community Services

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

  
\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

O'AHU WORKFORCE INVESTMENT BOARD

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

ALU LIKE, Inc.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Nanea Sai  
Employment and Training Manager  
ALU LIKE, Inc.  
458 Keawe Street  
Honolulu, HI 96813

APPROVED:  
Department of Community Services

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

## ATTACHMENT – A

ALU LIKE, Inc., a mandated partner in O`ahu's One-Stop delivery system representing Native American Employment and Training Programs (WIA Title I, Subtitle D), in addition to the services in common with all other mandatory partners under the WIA and as a partner in the One-Stop Center System Operator Consortium, further agrees to:

1. Provide the OWL Centers and customers with information concerning the services and eligibility requirements for ALU LIKE, Inc. employment and training programs. Information will be provided through printed materials, presentations, Internet access, emails and telephone.
2. Assign one Employment Specialist to work two (2) days per week at the Waianae OWL One-Stop Center located at the Waianae Neighborhood Community Center. Assign one Employment Specialist to work one (1) day per week at the Kaneohe OWL One-Stop Center. Assign one (1) Employment Counselor to work one (1) day per week at the Hauula Civic Center OWL One-Stop Center.
3. Develop ALU LIKE's Keawe Street site as a Native Hawaiian One-Stop, specifically targeting the population of Native Hawaiians and serving as an access point to the O`ahu One-Stop Center System. ALU LIKE, Inc. will maintain its identity as the Native Hawaiian One-Stop Center, where the emphasis of service delivery is meeting the special needs of Native Hawaiians.
4. Provide orientation to and participate in cross training of OWL Center staff and other interested partners by sharing information on eligibility requirements, programs, and services provided by ALU LIKE, Inc.
5. Emphasize the use of culturally appropriate styles of counseling, curriculum content and specialized training to accommodate the needs of Native Hawaiians by using a blend of western and Native Hawaiian cultural values, customs and traditions.
6. Make Keawe Street site universally accessible for all persons seeking services, with ALU LIKE, Inc. staff providing core services and guidance for self-services to non-Hawaiians and referring or co-locating staff of other partners to provide intensive services and training.
7. Use Keawe Street site as a test-bed for developing new service arrangements and culturally appropriate service methodologies and applications of technology.
8. Assist in providing workshops to participants of the OWL One-Stop Center system.
9. Perform administrative host roles utilizing the flexibility inherent to ALU LIKE's private, non-profit status.

10. Provide technical assistance to O`ahu One-Stop Partners and may also provide staff development training in using cultural-related approaches to serving participants and customers.
11. If there is a need for additional support from ALU LIKE, we will be available for consultative purposes. Arrangements shall be discussed and coordinated between ALU LIKE, Inc. and the One-Stop Center System Operator.
12. Participate in and support the One-Stop Center System customer referral system, as describe in the "GENERAL PROVISIONS" (Item 4) and the "Methods of Referral" sections of this Memorandum of Understanding.
13. Inform and refer ALU LIKE customers on O`ahu to appropriate WIA and/or other O`ahu One-Stop delivery system Partner services.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OAHU WORKFORCE INVESTMENT BOARD  
AND  
HAWAII JOB CORPS**

---

This Memorandum of Understanding (MOU) is entered into between the O'ahu Workforce Investment Board (OWIB) and the O'ahu One-Stop System Partners (Partners) for the purpose of establishing the respective roles and responsibilities of mandatory partners in the implementation of the One-Stop System on O'ahu and to satisfy the provisions of Section 121 of Title I of the Workforce Investment Act of 1998 (WIA). Each mandatory partner program has entered into this MOU with the OWIB in the spirit of collaboration and cooperation.

**BACKGROUND**

Section 118(b)(2)(B) of the WIA specifies that MOU be submitted by the local workforce investment board as part of the local 5-Year Strategic Plan. These MOUs must be entered into [according to WIA Final Rules, 20 CFR Part 661.350 (3)(ii)] between the local board and each of the Partners concerning the operation of the local One-Stop System.

The O'ahu Workforce Investment Board was appointed by the Mayor of the City and County of Honolulu and was established under WIA for the purpose of developing the local workforce investment plan and for performing the required functions described in Section 117(d) of the WIA.

**GUIDING PRINCIPLES**

The OWIB and all Partners agree to abide by the provisions of the WIA and its regulations, and to establish and implement processes and procedures to offer education, human services, job training, and other workforce development services to employers, employees, and job seekers on O'ahu. Services will be delivered by multiple partners through a seamless, integrated One-Stop System requiring partner agencies to work cooperatively under direction of the O'ahu One-Stop Center System Operator (O'ahu Operator), and to coordinate their resources to ensure effective and efficient delivery of workforce services to all customers.

Parties to this document shall perform the activities and services described herein within the scope of other legislative requirements which may govern the parties' respective programs, services and agencies, and enter into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 be implemented:

- Universal Eligibility – All customers, including those job-seeking customers with special needs and barriers to employment, will have access to a core set of services at each One-Stop Center, designated to provide information to make career and labor market decisions.
- One-Stop Approach – All customers may explore labor market, work preparation and career development services and have access to information on a range of employment, training, and adult and occupational education programs. These services will be made available at each of the One-Stop Centers and be accessible through multiple off-site locations, including sites of mandatory and voluntary partners, either through personal referrals or counseling, or through an electronic system.
- Individual Choice – Current and potential members of the O’ahu workforce will have access to career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.
- Greater State and Local Flexibility – With the integration of services through a One-Stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system.
- Greater Accountability – the OWIB, the mandatory WIA partners, the One-Stop Center System operator, and the training providers will be held accountable for their performance. Federal and state performance standards as well as customer satisfaction surveys will be used to measure performance-based outcomes. The design and management of the One-Stop Center System and the delivery of services will be responsive to meeting the needs of the customer, and customer satisfaction will be a key measure of accountability.

## **GENERAL PROVISIONS**

The OWIB shall design and oversee a One-Stop System that will:

- Enhance participation and performance of the customers served through the system, eliminate unwarranted duplication of services, and reduce administrative costs.
- Establish guidelines for creating and maintaining a cooperative working relationship, facilitate joint planning and evaluation of services, and develop more efficient management of limited financial and human resources within local service delivery programs.

- Build a service delivery system that will dramatically upgrade workplace skills, economically benefiting the workforce, employers, the City and State.

It is the intent for each Partner to specifically participate in the One-Stop System as described in their Partner-specific Attachment A to this Memorandum of Understanding. Each Partner further agrees to:

1. Assist in the development and implementation of procedures and policies for the O'ahu One-Stop Center System.
2. Collaborate to provide services to all customers (job seekers, underemployed, and employers) through a One-Stop delivery system.
3. Provide for self-service or staff assisted service access to the range of labor market and career development services.
4. Participate in an integrated intake, referral, and client tracking system operating through the One-Stop System and subject to confidentiality constraints.
5. Meet with Partners to jointly consider the development of mutually beneficial processes for client assessment, case management, job development, referral and placement, staff capacity building, and resolution of disputes with other system Partners.
6. Refer unresolved disputes regarding the implementation of agreed upon provisions of a Partner's MOU to the O'ahu Operator's Consortium Executive Team, via the Consortium Executive Officer. Any dispute the Executive Team is unable to resolve with a One-Stop System Partner shall be formally reported by the Consortium Executive Officer and to the OWIB, via the OWIB Executive Director.
7. Jointly share technology and client information with other system Partners, subject to confidentiality and program limitations.
8. Share the costs of information access in exchange for participation in the One-Stop System to the extent that its program regulations permit and in accordance with the Cost Allocation Plan described in the Resource Sharing Agreement, attached hereto.

9. Participate in joint planning processes that will assist all Partners, the One-Stop Center System Operator, and the OWIB in identifying the needs of the local workforce and the business community, and help set priorities for services based on those needs.
10. Participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration.
11. Assure responsiveness of services to customer (employer, job seeker, and unemployed) needs by surveying customer satisfaction.
12. Comply with all existing laws and regulations, and in particular, to assure that all One-Stop delivery services are provided at sites that are in compliance with the Americans with Disabilities Amendment Act.
13. Accept accountability for its contributions towards achieving program goals.

#### **MISSION STATEMENT OF THE OWIB**

The board approved mission of the OWIB is: "The Oahu Workforce Investment Board invests in human capital. We believe that a vibrant workforce plays an integral role in the well being of the local economy. To support our local economy, the Oahu Workforce Investment Board (OWIB) collaborates with industry leaders and government to help Oahu's business grow, train and sustain a globally competitive workforce. "

To achieve these ends, the Resource Sharing Agreement attached to this MOU identifies the means in which each One-Stop System Partner will contribute to a fair share of the operating costs for the provision of core services in the seven One-Stop Centers on O'ahu. Basic content requirements of the MOU are covered in Section 121(c)(2) of the WIA and include the following provisions:

- The services to be provided through the One-Stop delivery system;
- Methods for referral of individuals between the One-Stop Centers and the One-Stop System Partners, for the appropriate services and activities;
- The duration of the memorandum and the procedures for amending the memorandum during the term of the memorandum; and
- How the costs of such services and operating costs of the system will be funded.

## Core (1) Services Provided Through the One-Stop Delivery System

The Partners agree that services delivery within the One-Stop System will be coordinated by the O'ahu One-Stop Center System Operator which has been designated by the OWIB as the O'ahu Consortium made up of three agencies: ALU LIKE, Inc.; the Workforce Development Division (WDD), State of Hawaii, Department of Labor and Industrial Relations; and WorkHawaii, City and County of Honolulu, Department of Community Services.

Services offered through the O'ahu One-Stop System are provided to three customer groups: employers, job seekers, and underemployed workers. Employer Service and "Core (1)" (hereafter, simply "Core") Job Seeker Services (as specified in Section 134(d)(2) of the WIA) are provided through all the Centers and include:

### A. EMPLOYER SERVICES

Parties to the MOU acknowledge that employers are primary One-Stop System customer and agree that specific employer services to be provided through the One-Stop Centers include but are not limited to:

1. Tax credit or I-9 processing information;
2. Assessment of client skills, interests, aptitude and /or work values of applicants prior to referral;
3. Job specification development;
4. Business fee or licensing information;
5. Business assistance center referral;
6. Interviewing facilities;
7. Customized training;
8. Skills training for incumbent workers;
9. Job readiness training information;
10. Information on filing Unemployment Insurance & Workers Compensation claims;
11. Program information and preliminary screening for program eligibility of prospective employees;
12. Information on eligibility for housing assistance or other support services;

### B. JOB SEEKERS

Parties to the MOU acknowledge that job seekers and unemployed workers are also primary One-stop System customers and agree that specific core employment services to be provided through the One-Stop Centers include but are not limited to:

1. Determination of individual eligibility for WIA services;
2. Outreach, intake and orientation to the information and services available through the One-Stop Centers;

3. Initial assessment of skills, aptitudes, abilities, and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment statistics information and labor market information such as jobs, local demand occupations, earnings. And skill requirements;
6. Access to performance information and program cost information on eligible providers of training services;
7. Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the One-Stop Center System;
8. Provision of accurate information relating to the availability of supportive services, including child care and transportation available in the local area, and referral to such service, as appropriate;
9. Provision of information regarding filing claims for unemployment compensation;
10. Assistance in providing information on programs of financial aid assistance for training and education programs;
11. Follow-up services, including counseling regarding the workplace, for WIA participants who are placed in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate; and
12. Other core services as determined by a One-Stop System Partner agency's governing legislation.

These Job Seeker core employment services mandated by the WIA will be available at each of the seven One-Stop Centers and are accessible through designated offices operated by the remaining mandatory partners and other interested entities. The designated One-Stop Centers on O'ahu include:

| <u>CENTER</u>                      | <u>ADDRESS</u>  |
|------------------------------------|---|
| Dillingham Plaza                   | 1505 Dillingham Blvd., Room 110<br>Honolulu, HI 96817 |
| Hauula Civic Center<br>(Satellite) | 54-050 Kukuna Road<br>Hauula, HI 96717                |
| Honolulu Office                    | 830 Punchbowl Street, Room 112<br>Honolulu, HI 96813  |
| Kaneohe Office<br>(Satellite)      | 45-005 Kawa Street, Suite 205<br>Kaneohe, HI 96744    |

Kapolei Office  
(Satellite)

601 Kamokila Blvd, Room 588  
Kapolei, HI 96707

Waianae Neighborhood Community Center

85-670 Farrington Highway  
Waianae, HI 96792

Waipahu Civic Center

94-275 Mokuola Street, Room 300  
Waipahu, HI 96797

### Method of Referral

The O'ahu One-Stop System Partners, under the direction of the O'ahu Operator, agree to develop, implement and continually improve a system to intake, orient, identify, refer and track individuals who enter the system and are eligible for various Partner programs as set forth by their federal regulations.

Individuals entering the system will receive basic service and eligibility information on all O'ahu partner programs. Interested individuals will receive an initial assessment of their possible program eligibility with the assistance of a One-Stop Center staff.

Referrals to co-located or other located O'ahu Partner program staff will be made with a One-Stop Partner program information and referral form, which will be mutually agreed upon and adopted by all Partners with their commitment to continually improve and make modifications based on changing requirements. This form will include general information on Partner program services and eligibility criteria. The referral section of this form will be completed with relevant information on the individual being referred, as well as the name, address, and phone number of the Partner program staff who will be contacted.

Each Partner under the coordination of the O'ahu Operator, agrees to cross-train and cross-inform fellow Partner program staff in making initial eligibility determinations of participants on which to base the participant's referral. This training may be conducted in groups, by shadowing staff, through field trips or site visits of Partner programs, or through other strategies as determined by the Partners.

### Duration of the MOU with Procedures for Amending the MOU

The period of performance shall commence on July 1, 2011 and terminate on June 30, 2013 unless otherwise terminated by written agreement by both parties.

The OWIB may elect to amend these MOUs by mutual agreement of the Partners. Any such modification will be preceded by written notice to all Partners in the One-Stop System of intent to modify and the purpose of such modification.

### Resource Sharing Agreement

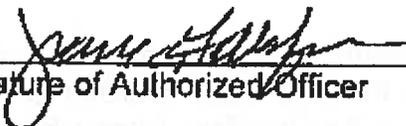
The "Resource Sharing Agreement" (RSA), attached hereto as Attachment B, is a plan and supporting documentation for the process used by the One-Stop Operator and Partners to define, allocate and fund the shared costs of the One-Stop Center System. The RSA allows Partner agencies to fund allocated costs through mechanisms in addition to cash transfers. This is important as some Partner agencies are restricted by law, regulation, or policy from paying cash for costs allocated to them. NOTE: The MOU is a formal agreement of the Partner programs requiring authorized signatures by Partner agency officials and the OWIB for enactment and modification. However, by design, the RSA is a document that will change, as the actual costs incurred by the partners become known. Therefore, the RSA supporting this MOU is incorporated by reference herein, allowing it to be revised as needed, without requiring a formal amendment of the MOU.

Under the Resource Sharing Agreement, the Partner agencies will agree on a cost allocation plan, and how they will pay their proportional share of the One-Stop Core services costs, as determined by this MOU's Cost Allocation Plan.

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

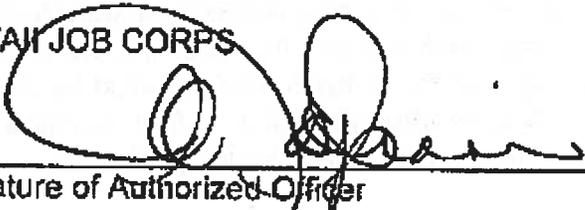
O'AHU WORKFORCE INVESTMENT BOARD

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

HAWAII JOB CORPS

  
\_\_\_\_\_  
Signature of Authorized Officer

5-25-11  
\_\_\_\_\_  
Date

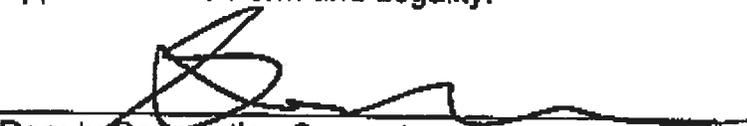
Joann Espinosa, Center Director  
Hawaii Job Corps  
41-467 Hihimanu Street  
Waimanalo, Hawaii 96795

APPROVED:  
Department of Community Services

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

  
\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

O'AHU WORKFORCE INVESTMENT BOARD

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

HAWAII JOB CORPS

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Joann Espinosa, Center Director  
Hawaii Job Corps  
41-467 Hihimanu Street  
Waimanalo, Hawaii 96795

APPROVED:  
Department of Community Services

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

## ATTACHMENT – A

The Hawaii Job Corps Center, a mandated partner in O`ahu's One-Stop delivery system representing the WIA Title I, Subtitle C – Job Corps Program, in addition to the services in common with all other mandatory partners under the WIA, further agrees to:

1. Provide information to O`ahu WorkLinks (OWL) One-Stop Center and customers on Hawaii Job Corps Center (HJCC) services and programs. Information will be provided through Hawaii Job Corps Center brochures, video media and informational materials, and the National Job Corps website, as well as information sessions held at various One-Stop Centers on O`ahu.
2. Provide enrollment and registration services to OWL customers on-site at the OWL Centers. HJCC will provide staffing eight (8) hours each month, at a designated day and time, at the Dillingham OWL.
3. Provide orientation to and participate in cross training of OWL Center staff and other interested partners by sharing information on Hawaii Job Corps Center services and programs.
4. Participate in and support the One-Stop Center System customer referral system, as describe in the "GENERAL PROVISIONS" (Item 4) and the "Methods of Referral" sections of this Memorandum of Understanding.
5. Inform and refer Hawaii Job Corp trainees, graduates and other individuals to appropriate services within the One-Stop Center system.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OAHU WORKFORCE INVESTMENT BOARD  
AND  
HONOLULU COMMUNITY ACTION PROGRAM**

---

This Memorandum of Understanding (MOU) is entered into between the O'ahu Workforce Investment Board (OWIB) and the O'ahu One-Stop System Partners (Partners) for the purpose of establishing the respective roles and responsibilities of mandatory partners in the implementation of the One-Stop System on O'ahu and to satisfy the provisions of Section 121 of Title I of the Workforce Investment Act of 1998 (WIA). Each mandatory partner program has entered into this MOU with the OWIB in the spirit of collaboration and cooperation.

**BACKGROUND**

Section 118(b)(2)(B) of the WIA specifies that MOU be submitted by the local workforce investment board as part of the local 5-Year Strategic Plan. These MOUs must be entered into [according to WIA Final Rules, 20 CFR Part 661.350 (3)(ii)] between the local board and each of the Partners concerning the operation of the local One-Stop System.

The O'ahu Workforce Investment Board was appointed by the Mayor of the City and County of Honolulu and was established under WIA for the purpose of developing the local workforce investment plan and for performing the required functions described in Section 117(d) of the WIA.

**GUIDING PRINCIPLES**

The OWIB and all Partners agree to abide by the provisions of the WIA and its regulations, and to establish and implement processes and procedures to offer education, human services, job training, and other workforce development services to employers, employees, and job seekers on O'ahu. Services will be delivered by multiple partners through a seamless, integrated One-Stop System requiring partner agencies to work cooperatively under direction of the O'ahu One-Stop Center System Operator (O'ahu Operator), and to coordinate their resources to ensure effective and efficient delivery of workforce services to all customers.

Parties to this document shall perform the activities and services described herein within the scope of other legislative requirements which may govern the parties' respective programs, services and agencies, and enter into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 be implemented:

- Universal Eligibility – All customers, including those job-seeking customers with special needs and barriers to employment, will have access to a core set of services at each One-Stop Center, designated to provide information to make career and labor market decisions.
- One-Stop Approach – All customers may explore labor market, work preparation and career development services and have access to information on a range of employment, training, and adult and occupational education programs. These services will be made available at each of the One-Stop Centers and be accessible through multiple off-site locations, including sites of mandatory and voluntary partners, either through personal referrals or counseling, or through an electronic system.
- Individual Choice – Current and potential members of the O’ahu workforce will have access to career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.
- Greater State and Local Flexibility – With the integration of services through a One-Stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system.
- Greater Accountability – the OWIB, the mandatory WIA partners, the One-Stop Center System operator, and the training providers will be held accountable for their performance. Federal and state performance standards as well as customer satisfaction surveys will be used to measure performance-based outcomes. The design and management of the One-Stop Center System and the delivery of services will be responsive to meeting the needs of the customer, and customer satisfaction will be a key measure of accountability.

## GENERAL PROVISIONS

The OWIB shall design and oversee a One-Stop System that will:

- Enhance participation and performance of the customers served through the system, eliminate unwarranted duplication of services, and reduce administrative costs.
- Establish guidelines for creating and maintaining a cooperative working relationship, facilitate joint planning and evaluation of services, and develop more efficient management of limited financial and human resources within local service delivery programs.

- Build a service delivery system that will dramatically upgrade workplace skills, economically benefiting the workforce, employers, the City and State.

It is the intent for each Partner to specifically participate in the One-Stop System as described in their Partner-specific Attachment A to this Memorandum of Understanding. Each Partner further agrees to:

1. Assist in the development and implementation of procedures and policies for the O'ahu One-Stop Center System.
2. Collaborate to provide services to all customers (job seekers, underemployed, and employers) through a One-Stop delivery system.
3. Provide for self-service or staff assisted service access to the range of labor market and career development services.
4. Participate in an integrated intake, referral, and client tracking system operating through the One-Stop System and subject to confidentiality constraints.
5. Meet with Partners to jointly consider the development of mutually beneficial processes for client assessment, case management, job development, referral and placement, staff capacity building, and resolution of disputes with other system Partners.
6. Refer unresolved disputes regarding the implementation of agreed upon provisions of a Partner's MOU to the O'ahu Operator's Consortium Executive Team, via the Consortium Executive Officer. Any dispute the Executive Team is unable to resolve with a One-Stop System Partner shall be formally reported by the Consortium Executive Officer and to the OWIB, via the OWIB Executive Director.
7. Jointly share technology and client information with other system Partners, subject to confidentiality and program limitations.
8. Share the costs of information access in exchange for participation in the One-Stop System to the extent that its program regulations permit and in accordance with the Cost Allocation Plan described in the Resource Sharing Agreement, attached hereto.

9. Participate in joint planning processes that will assist all Partners, the One-Stop Center System Operator, and the OWIB in identifying the needs of the local workforce and the business community, and help set priorities for services based on those needs.
10. Participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration.
11. Assure responsiveness of services to customer (employer, job seeker, and unemployed) needs by surveying customer satisfaction.
12. Comply with all existing laws and regulations, and in particular, to assure that all One-Stop delivery services are provided at sites that are in compliance with the Americans with Disabilities Amendment Act.
13. Accept accountability for its contributions towards achieving program goals.

#### **MISSION STATEMENT OF THE OWIB**

The board approved mission of the OWIB is: "The Oahu Workforce Investment Board invests in human capital. We believe that a vibrant workforce plays an integral role in the well being of the local economy. To support our local economy, the Oahu Workforce Investment Board (OWIB) collaborates with industry leaders and government to help Oahu's business grow, train and sustain a globally competitive workforce."

To achieve these ends, the Resource Sharing Agreement attached to this MOU identifies the means in which each One-Stop System Partner will contribute to a fair share of the operating costs for the provision of core services in the seven One-Stop Centers on O'ahu. Basic content requirements of the MOU are covered in Section 121(c)(2) of the WIA and include the following provisions:

- The services to be provided through the One-Stop delivery system;
- Methods for referral of individuals between the One-Stop Centers and the One-Stop System Partners, for the appropriate services and activities;
- The duration of the memorandum and the procedures for amending the memorandum during the term of the memorandum; and
- How the costs of such services and operating costs of the system will be funded.

## Core (1) Services Provided Through the One-Stop Delivery System

The Partners agree that services delivery within the One-Stop System will be coordinated by the O'ahu One-Stop Center System Operator which has been designated by the OWIB as the O'ahu Consortium made up of three agencies: ALU LIKE, Inc.; the Workforce Development Division (WDD), State of Hawaii, Department of Labor and Industrial Relations; and WorkHawaii, City and County of Honolulu, Department of Community Services.

Services offered through the O'ahu One-Stop System are provided to three customer groups: employers, job seekers, and underemployed workers. Employer Service and "Core (1)" (hereafter, simply "Core") Job Seeker Services (as specified in Section 134(d)(2) of the WIA) are provided through all the Centers and include:

### A. EMPLOYER SERVICES

Parties to the MOU acknowledge that employers are primary One-Stop System customer and agree that specific employer services to be provided through the One-Stop Centers include but are not limited to:

1. Tax credit or I-9 processing information;
2. Assessment of client skills, interests, aptitude and /or work values of applicants prior to referral;
3. Job specification development;
4. Business fee or licensing information;
5. Business assistance center referral;
6. Interviewing facilities;
7. Customized training;
8. Skills training for incumbent workers;
9. Job readiness training information;
10. Information on filing Unemployment Insurance & Workers Compensation claims;
11. Program information and preliminary screening for program eligibility of prospective employees;
12. Information on eligibility for housing assistance or other support services;

### B. JOB SEEKERS

Parties to the MOU acknowledge that job seekers and unemployed workers are also primary One-stop System customers and agree that specific core employment services to be provided through the One-Stop Centers include but are not limited to:

1. Determination of individual eligibility for WIA services;
2. Outreach, intake and orientation to the information and services available through the One-Stop Centers;

3. Initial assessment of skills, aptitudes, abilities, and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment statistics information and labor market information such as jobs, local demand occupations, earnings. And skill requirements;
6. Access to performance information and program cost information on eligible providers of training services;
7. Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the One-Stop Center System;
8. Provision of accurate information relating to the availability of supportive services, including child care and transportation available in the local area, and referral to such service, as appropriate;
9. Provision of information regarding filing claims for unemployment compensation;
10. Assistance in providing information on programs of financial aid assistance for training and education programs;
11. Follow-up services, including counseling regarding the workplace, for WIA participants who are placed in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate; and
12. Other core services as determined by a One-Stop System Partner agency's governing legislation.

These Job Seeker core employment services mandated by the WIA will be available at each of the seven One-Stop Centers and are accessible through designated offices operated by the remaining mandatory partners and other interested entities. The designated One-Stop Centers on O'ahu include:

| <u>CENTER</u>                      | <u>ADDRESS</u>  |
|------------------------------------|---|
| Dillingham Plaza                   | 1505 Dillingham Blvd., Room 110<br>Honolulu, HI 96817 |
| Hauula Civic Center<br>(Satellite) | 54-050 Kukuna Road<br>Hauula, HI 96717                |
| Honolulu Office                    | 830 Punchbowl Street, Room 112<br>Honolulu, HI 96813  |
| Kaneohe Office<br>(Satellite)      | 45-005 Kawa Street, Suite 205<br>Kaneohe, HI 96744    |

Kapolei Office  
(Satellite)

601 Kamokila Blvd, Room 588  
Kapolei, HI 96707

Waianae Neighborhood Community Center

85-670 Farrington Highway  
Waianae, HI 96792

Waipahu Civic Center

94-275 Mokuola Street, Room 300  
Waipahu, HI 96797

#### Method of Referral

The O'ahu One-Stop System Partners, under the direction of the O'ahu Operator, agree to develop, implement and continually improve a system to intake, orient, identify, refer and track individuals who enter the system and are eligible for various Partner programs as set forth by their federal regulations.

Individuals entering the system will receive basic service and eligibility information on all O'ahu partner programs. Interested individuals will receive an initial assessment of their possible program eligibility with the assistance of a One-Stop Center staff.

Referrals to co-located or other located O'ahu Partner program staff will be made with a One-Stop Partner program information and referral form, which will be mutually agreed upon and adopted by all Partners with their commitment to continually improve and make modifications based on changing requirements. This form will include general information on Partner program services and eligibility criteria. The referral section of this form will be completed with relevant information on the individual being referred, as well as the name, address, and phone number of the Partner program staff who will be contacted.

Each Partner under the coordination of the O'ahu Operator, agrees to cross-train and cross-inform fellow Partner program staff in making initial eligibility determinations of participants on which to base the participant's referral. This training may be conducted in groups, by shadowing staff, through field trips or site visits of Partner programs, or through other strategies as determined by the Partners.

### Duration of the MOU with Procedures for Amending the MOU

The period of performance shall commence on July 1, 2011 and terminate on June 30, 2013 unless otherwise terminated by written agreement by both parties.

The OWIB may elect to amend these MOUs by mutual agreement of the Partners. Any such modification will be preceded by written notice to all Partners in the One-Stop System of intent to modify and the purpose of such modification.

### Resource Sharing Agreement

The "Resource Sharing Agreement" (RSA), attached hereto as Attachment B, is a plan and supporting documentation for the process used by the One-Stop Operator and Partners to define, allocate and fund the shared costs of the One-Stop Center System. The RSA allows Partner agencies to fund allocated costs through mechanisms in addition to cash transfers. This is important as some Partner agencies are restricted by law, regulation, or policy from paying cash for costs allocated to them. NOTE: The MOU is a formal agreement of the Partner programs requiring authorized signatures by Partner agency officials and the OWIB for enactment and modification. However, by design, the RSA is a document that will change, as the actual costs incurred by the partners become known. Therefore, the RSA supporting this MOU is incorporated by reference herein, allowing it to be revised as needed, without requiring a formal amendment of the MOU.

Under the Resource Sharing Agreement, the Partner agencies will agree on a cost allocation plan, and how they will pay their proportional share of the One-Stop Core services costs, as determined by this MOU's Cost Allocation Plan.

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

O'AHU WORKFORCE INVESTMENT BOARD

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

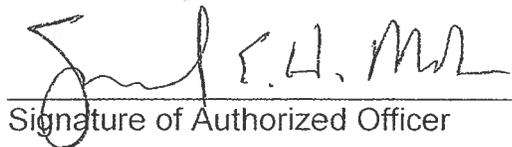
HONOLULU COMMUNITY ACTION PROGRAM

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Robert Piper, Executive Director  
Honolulu Community Action Program  
33 South King Street, Suite 300  
Honolulu, HI 96813

APPROVED:  
Department of Community Services

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

  
\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

## ATTACHMENT – A

The Honolulu Community Action Program, Inc. (HCAP), a mandated partner in O`ahu's One-Stop delivery system representing the Community Services Block Grant Program and the Senior Community Service Employment Program (SCSEP), in addition to the services in common with all other mandatory partners under the WIA , further agrees to:

1. Provide the OWL Centers and customers with information concerning the services and eligibility requirements of HCAP's: Senior Community Service Employment Program; Community Service Block Grant employment and training programs; Head Start; Out-of School Youth; Job Readiness; Weatherization and Energy Assistance; and federal and local surplus food distribution programs. Information will be provided via printed material in the OWL Centers and direct consulting in the five HCAP District Centers.
2. Provide orientation to and participate in cross training of OWL staff and other interested partners by sharing information on eligibility requirement, programs and services provided by HCAP.
3. Participate in and support the One-Stop Center System customer referral system, as describe in the "GENERAL PROVISIONS" (Item 4) and the "Methods of Referral" sections of this Memorandum of Understanding.
4. Inform and refer HCAP customers on O`ahu to appropriate WIA and/or other O`ahu One-Stop delivery system Partner services.

ATTACHMENT – B

**Basis for Resource Sharing Agreement Hours**

|                     |    |
|---------------------|----|
| Work days per month | 20 |
| Work hours per day  | 8  |
| Months in a year    | 12 |

**Total Hours Available:** **1,920**

Less:

|                       |    |
|-----------------------|----|
| Holidays*             | 13 |
| Work hour equivalents | 8  |

**Total Hours Deducted:** **- 104**

**Total FTEs for one person:** **1,813 hours**

**One-half (1/2) FTE:** **908 hours**

Est. hours per month: 75.67

**Estimated one-half (1/2) FTE Rounded down:** **900 hours rounded down**

Value of one hour: \$ 24.00 **\$21,600.00** Total Value of Common costs

**9 Mandatory Programs: \*\*** **\$ 2,400.00** Per program or 100 hours per fiscal year

**Basis for FTEs:**

All programs have been downsized due to funding  
There are no replacement personnel due to lack of program funding  
Time away accounts for Vacation, Sick Leave and Program Administrative time.

**\*Holidays (13):**

New year's Day, Martin Luther King, President's Day, Kuhio Day, Good Friday, Memorial Day, Kamehameha Day, Independence Day, Admission Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day

**\*\*Partners (10):**

Alu Like, State DLIR Workforce Development Branch, State Unemployment Insurance, University of Hawaii Community Colleges, State Department of Education, Oahu Community School for Adults, Honolulu Community Action Program, Respite Companion Service Program, Job Corps, Vocational Rehabilitation, City and County of Honolulu Department of Community Services WorkHawaii Division.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OAHU WORKFORCE INVESTMENT BOARD  
AND  
WORKHAWAII, DEPT OF COMMUNITY SERVICES  
CITY & COUNTY OF HONOLULU**

---

This Memorandum of Understanding (MOU) is entered into between the O'ahu Workforce Investment Board (OWIB) and the O'ahu One-Stop System Partners (Partners) for the purpose of establishing the respective roles and responsibilities of mandatory partners in the implementation of the One-Stop System on O'ahu and to satisfy the provisions of Section 121 of Title I of the Workforce Investment Act of 1998 (WIA). Each mandatory partner program has entered into this MOU with the OWIB in the spirit of collaboration and cooperation.

**BACKGROUND**

Section 118(b)(2)(B) of the WIA specifies that MOU be submitted by the local workforce investment board as part of the local 5-Year Strategic Plan. These MOUs must be entered into [according to WIA Final Rules, 20 CFR Part 661.350 (3)(ii)] between the local board and each of the Partners concerning the operation of the local One-Stop System.

The O'ahu Workforce Investment Board was appointed by the Mayor of the City and County of Honolulu and was established under WIA for the purpose of developing the local workforce investment plan and for performing the required functions described in Section 117(d) of the WIA.

**GUIDING PRINCIPLES**

The OWIB and all Partners agree to abide by the provisions of the WIA and its regulations, and to establish and implement processes and procedures to offer education, human services, job training, and other workforce development services to employers, employees, and job seekers on O'ahu. Services will be delivered by multiple partners through a seamless, integrated One-Stop System requiring partner agencies to work cooperatively under direction of the O'ahu One-Stop Center System Operator (O'ahu Operator), and to coordinate their resources to ensure effective and efficient delivery of workforce services to all customers.

Parties to this document shall perform the activities and services described herein within the scope of other legislative requirements which may govern the parties' respective programs, services and agencies, and enter into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 be implemented:

- Universal Eligibility – All customers, including those job-seeking customers with special needs and barriers to employment, will have access to a core set of services at each One-Stop Center, designated to provide information to make career and labor market decisions.
- One-Stop Approach – All customers may explore labor market, work preparation and career development services and have access to information on a range of employment, training, and adult and occupational education programs. These services will be made available at each of the One-Stop Centers and be accessible through multiple off-site locations, including sites of mandatory and voluntary partners, either through personal referrals or counseling, or through an electronic system.
- Individual Choice – Current and potential members of the O’ahu workforce will have access to career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.
- Greater State and Local Flexibility – With the integration of services through a One-Stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system.
- Greater Accountability – the OWIB, the mandatory WIA partners, the One-Stop Center System operator, and the training providers will be held accountable for their performance. Federal and state performance standards as well as customer satisfaction surveys will be used to measure performance-based outcomes. The design and management of the One-Stop Center System and the delivery of services will be responsive to meeting the needs of the customer, and customer satisfaction will be a key measure of accountability.

## GENERAL PROVISIONS

The OWIB shall design and oversee a One-Stop System that will:

- Enhance participation and performance of the customers served through the system, eliminate unwarranted duplication of services, and reduce administrative costs.
- Establish guidelines for creating and maintaining a cooperative working relationship, facilitate joint planning and evaluation of services, and develop more efficient management of limited financial and human resources within local service delivery programs.

- Build a service delivery system that will dramatically upgrade workplace skills, economically benefiting the workforce, employers, the City and State.

It is the intent for each Partner to specifically participate in the One-Stop System as described in their Partner-specific Attachment A to this Memorandum of Understanding. Each Partner further agrees to:

1. Assist in the development and implementation of procedures and policies for the O'ahu One-Stop Center System.
2. Collaborate to provide services to all customers (job seekers, underemployed, and employers) through a One-Stop delivery system.
3. Provide for self-service or staff assisted service access to the range of labor market and career development services.
4. Participate in an integrated intake, referral, and client tracking system operating through the One-Stop System and subject to confidentiality constraints.
5. Meet with Partners to jointly consider the development of mutually beneficial processes for client assessment, case management, job development, referral and placement, staff capacity building, and resolution of disputes with other system Partners.
6. Refer unresolved disputes regarding the implementation of agreed upon provisions of a Partner's MOU to the O'ahu Operator's Consortium Executive Team, via the Consortium Executive Officer. Any dispute the Executive Team is unable to resolve with a One-Stop System Partner shall be formally reported by the Consortium Executive Officer and to the OWIB, via the OWIB Executive Director.
7. Jointly share technology and client information with other system Partners, subject to confidentiality and program limitations.
8. Share the costs of information access in exchange for participation in the One-Stop System to the extent that its program regulations permit and in accordance with the Cost Allocation Plan described in the Resource Sharing Agreement, attached hereto.

9. Participate in joint planning processes that will assist all Partners, the One-Stop Center System Operator, and the OWIB in identifying the needs of the local workforce and the business community, and help set priorities for services based on those needs.
10. Participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration.
11. Assure responsiveness of services to customer (employer, job seeker, and unemployed) needs by surveying customer satisfaction.
12. Comply with all existing laws and regulations, and in particular, to assure that all One-Stop delivery services are provided at sites that are in compliance with the Americans with Disabilities Amendment Act.
13. Accept accountability for its contributions towards achieving program goals.

#### **MISSION STATEMENT OF THE OWIB**

The board approved mission of the OWIB is: "The Oahu Workforce Investment Board invests in human capital. We believe that a vibrant workforce plays an integral role in the well being of the local economy. To support our local economy, the Oahu Workforce Investment Board (OWIB) collaborates with industry leaders and government to help Oahu's business grow, train and sustain a globally competitive workforce. "

To achieve these ends, the Resource Sharing Agreement attached to this MOU identifies the means in which each One-Stop System Partner will contribute to a fair share of the operating costs for the provision of core services in the seven One-Stop Centers on O'ahu. Basic content requirements of the MOU are covered in Section 121(c)(2) of the WIA and include the following provisions:

- The services to be provided through the One-Stop delivery system;
- Methods for referral of individuals between the One-Stop Centers and the One-Stop System Partners, for the appropriate services and activities;
- The duration of the memorandum and the procedures for amending the memorandum during the term of the memorandum; and
- How the costs of such services and operating costs of the system will be funded.

## Core (1) Services Provided Through the One-Stop Delivery System

The Partners agree that services delivery within the One-Stop System will be coordinated by the O'ahu One-Stop Center System Operator which has been designated by the OWIB as the O'ahu Consortium made up of three agencies: ALU LIKE, Inc.; the Workforce Development Division (WDD), State of Hawaii, Department of Labor and Industrial Relations; and WorkHawaii, City and County of Honolulu, Department of Community Services.

Services offered through the O'ahu One-Stop System are provided to three customer groups: employers, job seekers, and underemployed workers. Employer Service and "Core (1)" (hereafter, simply "Core") Job Seeker Services (as specified in Section 134(d)(2) of the WIA) are provided through all the Centers and include:

### A. EMPLOYER SERVICES

Parties to the MOU acknowledge that employers are primary One-Stop System customer and agree that specific employer services to be provided through the One-Stop Centers include but are not limited to:

1. Tax credit or I-9 processing information;
2. Assessment of client skills, interests, aptitude and /or work values of applicants prior to referral;
3. Job specification development;
4. Business fee or licensing information;
5. Business assistance center referral;
6. Interviewing facilities;
7. Customized training;
8. Skills training for incumbent workers;
9. Job readiness training information;
10. Information on filing Unemployment Insurance & Workers Compensation claims;
11. Program information and preliminary screening for program eligibility of prospective employees;
12. Information on eligibility for housing assistance or other support services;

### B. JOB SEEKERS

Parties to the MOU acknowledge that job seekers and unemployed workers are also primary One-stop System customers and agree that specific core employment services to be provided through the One-Stop Centers include but are not limited to:

1. Determination of individual eligibility for WIA services;
2. Outreach, intake and orientation to the information and services available through the One-Stop Centers;

3. Initial assessment of skills, aptitudes, abilities, and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment statistics information and labor market information such as jobs, local demand occupations, earnings. And skill requirements;
6. Access to performance information and program cost information on eligible providers of training services;
7. Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the One-Stop Center System;
8. Provision of accurate information relating to the availability of supportive services, including child care and transportation available in the local area, and referral to such service, as appropriate;
9. Provision of information regarding filing claims for unemployment compensation;
10. Assistance in providing information on programs of financial aid assistance for training and education programs;
11. Follow-up services, including counseling regarding the workplace, for WIA participants who are placed in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate; and
12. Other core services as determined by a One-Stop System Partner agency's governing legislation.

These Job Seeker core employment services mandated by the WIA will be available at each of the seven One-Stop Centers and are accessible through designated offices operated by the remaining mandatory partners and other interested entities. The designated One-Stop Centers on O'ahu include:

| <u>CENTER</u>                      | <u>ADDRESS</u>  |
|------------------------------------|---|
| Dillingham Plaza                   | 1505 Dillingham Blvd., Room 110<br>Honolulu, HI 96817 |
| Hauula Civic Center<br>(Satellite) | 54-050 Kukuna Road<br>Hauula, HI 96717                |
| Honolulu Office                    | 830 Punchbowl Street, Room 112<br>Honolulu, HI 96813  |
| Kaneohe Office<br>(Satellite)      | 45-005 Kawa Street, Suite 205<br>Kaneohe, HI 96744    |

Kapolei Office  
(Satellite)

601 Kamokila Blvd, Room 588  
Kapolei, HI 96707

Waianae Neighborhood Community Center

85-670 Farrington Highway  
Waianae, HI 96792

Waipahu Civic Center

94-275 Mokuola Street, Room 300  
Waipahu, HI 96797

#### Method of Referral

The O'ahu One-Stop System Partners, under the direction of the O'ahu Operator, agree to develop, implement and continually improve a system to intake, orient, identify, refer and track individuals who enter the system and are eligible for various Partner programs as set forth by their federal regulations.

Individuals entering the system will receive basic service and eligibility information on all O'ahu partner programs. Interested individuals will receive an initial assessment of their possible program eligibility with the assistance of a One-Stop Center staff.

Referrals to co-located or other located O'ahu Partner program staff will be made with a One-Stop Partner program information and referral form, which will be mutually agreed upon and adopted by all Partners with their commitment to continually improve and make modifications based on changing requirements. This form will include general information on Partner program services and eligibility criteria. The referral section of this form will be completed with relevant information on the individual being referred, as well as the name, address, and phone number of the Partner program staff who will be contacted.

Each Partner under the coordination of the O'ahu Operator, agrees to cross-train and cross-inform fellow Partner program staff in making initial eligibility determinations of participants on which to base the participant's referral. This training may be conducted in groups, by shadowing staff, through field trips or site visits of Partner programs, or through other strategies as determined by the Partners.

### Duration of the MOU with Procedures for Amending the MOU

The period of performance shall commence on July 1, 2011 and terminate on June 30, 2013 unless otherwise terminated by written agreement by both parties.

The OWIB may elect to amend these MOUs by mutual agreement of the Partners. Any such modification will be preceded by written notice to all Partners in the One-Stop System of intent to modify and the purpose of such modification.

### Resource Sharing Agreement

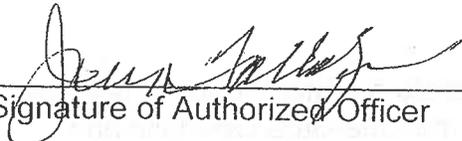
The "Resource Sharing Agreement" (RSA), attached hereto as Attachment B, is a plan and supporting documentation for the process used by the One-Stop Operator and Partners to define, allocate and fund the shared costs of the One-Stop Center System. The RSA allows Partner agencies to fund allocated costs through mechanisms in addition to cash transfers. This is important as some Partner agencies are restricted by law, regulation, or policy from paying cash for costs allocated to them. NOTE: The MOU is a formal agreement of the Partner programs requiring authorized signatures by Partner agency officials and the OWIB for enactment and modification. However, by design, the RSA is a document that will change, as the actual costs incurred by the partners become known. Therefore, the RSA supporting this MOU is incorporated by reference herein, allowing it to be revised as needed, without requiring a formal amendment of the MOU.

Under the Resource Sharing Agreement, the Partner agencies will agree on a cost allocation plan, and how they will pay their proportional share of the One-Stop Core services costs, as determined by this MOU's Cost Allocation Plan.

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

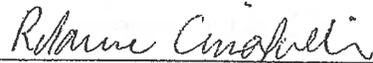
O'AHU WORKFORCE INVESTMENT BOARD

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

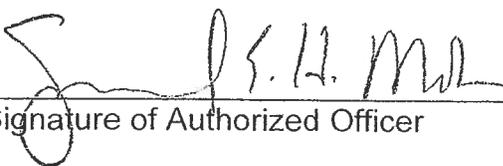
WORKHAWAII, DEPT. OF COMMUNITY SERVICES  
CITY AND COUNTY OF HONOLULU

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Rolanse Crisafulli, Administrator  
711 Kapiolani Blvd., Suite 1400  
Honolulu, Hawaii 96813

APPROVED:  
Department of Community Services

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

  
\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

## ATTACHMENT – A

The City and County of Honolulu, Department of Community Services, WorkHawaii Division (WH), a mandated partner in O`ahu's One-Stop delivery system representing the Workforce Investment Act (WIA Title I), in addition to the services in common with all other mandatory partners under the WIA and as a partner in the One-Stop Center System Operator Consortium, further agrees to:

1. Operate and maintain O`ahu WorkLinks (OWL) One-Stop Centers at these WIA Local Offices: the Dillingham Shopping Center office at 1505 Dillingham Boulevard, Suite 110; the Waianae Neighborhood Community Center at 85-670 Farrington Highway; and the Hauula Civic Center (satellite) at 54-10 Kukuna Road.
2. Designate the WH Local Office Managers at these sites to service as Site Managers of their respective OWL One-Stop Centers.
3. Assure that Workforce Investment Act staff are assigned and co-located at the Dillingham Comprehensive OWL Center.
4. Assure that WH staff will provide Core Services (self and self-assisted to job seeking OWL customers at the Dillingham Comprehensive OWL One-Stop Center and at the WH operated OWL Centers. These Core Services include:

A. Core Services:

- Determinations of whether individuals are eligible to receive assistance under the adult and dislocated worker provisions of the WIA.
- Outreach, intake and orientation to the information and other services available through the One-Stop delivery system.
- Initial assessment of skill levels, aptitudes, abilities and supportive service needs.
- Job search and placement assistance and, where appropriate, career counseling.
- Provisions of employment statistics information including the provisions of accurate information relating to local, regional and national labor market areas through job vacancy listings, information on job skills necessary to obtain jobs, and information relating to local occupation in demand and earnings and skill requirements for such occupations.
- Provisions of performance information and program cost information on eligible providers of training services, youth activities, adult education, postsecondary vocational education and vocational education available to schools dropouts and providers of vocational rehabilitation activities.

- Provision of information on performance of O'ahu's One-Stop delivery system.
- Provision of information relating to the availability of supportive services and referral to such services, as appropriate.
- Conduct employment-related workshops including, but not limited to, job search techniques, resume writing, dressing appropriately for interviews, etc.
- Provision of appropriate follow-up services, including counseling regarding workplace adjustment.
- Provision of re-employment services to Worker Profiling participants.
- Inform and refer potentially eligible customers to appropriate WIA services and / or other O'ahu One-Stop delivery system partner services.

B. Intensive Services:

- Comprehensive and specialized assessments of the skill levels and services needs, including diagnostic testing and use of other assessment tools and in-dept interviewing and evaluation to identify employment barriers and appropriate employment goals.
- Assist individuals with development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services.
- Group counseling.
- Individual career counseling and career planning.
- Short-term prevocational services, including development of learning skills, interviewing skills, punctuality, personal maintenance skills and professional conduct to prepare individuals for unsubsidized employment or training.
- Placement of customers into WH-funded On-the-Job, customized training, work experience, or internship programs based on an assessment or individual employment plan.
- Provide supportive services via WH-funded employment and training programs that have funds for such services.

C. Employer Services

- Operate the HireNet Hawaii; accept and input employer job orders; employer verification and follow-up services; and providing appropriate and timely employer information to the staff of the OWL Centers and Partner agencies.
- Assist business in mass, selective and individual recruitments, job fairs, etc.
- Provide appropriate Rapid response services in the event of mass layoffs and closures.

D. Other allowable activities:

- Discretionary activities including customized screen in and referral of qualified participants in training services to employment; and customized employment-related services to employers on a fee-for-services basis that are in addition to labor exchange services available in the One-Stop Centers under the Wagner Peyser Act.
5. Provide OWL customers and Partner agencies information concerning the services and eligibility requirements of the other WH employment and training programs. Information will be provided via printed material, presentations, job fairs and community events, Internet website listings and responses to written, telephone, and email inquiries.
  6. Provide orientation to and participate in cross training of OWL Center staff and other interested partners by sharing information on WH employment and training programs, eligibility requirements, programs, and services provided by WH
  7. Participate in and support the One-Stop Center System customer referral system, as describe in the "GENERAL PORVISIONS" (Item 4) and the "Methods of Referral" sections of this Memorandum of Understanding.
  8. Inform and refer WH customers on O`ahu to appropriate WIA and/or other O`ahu One-Stop delivery system Partner services.
  9. Serves as the designated Youth Program Operator to undertake the following responsibilities to assist the OWIB via its Youth Council in fulfilling its role as the Local Workforce Investment Board:
    - A. Assist the City Department of Budget and Fiscal Services with the development and implementation of a process to solicit proposals for youth employment services and activities, such as occupational training and alternative secondary education, for program year 2012 (PY '12) and assist

the Youth Council and OWIB with completing the evaluation and selection of proposals no later than May 2012;

- B. Assist the Youth Council and OWIB with establishing a training vendors list no later than July 1, 2012;
- C. Establish and maintain a universal case management system including outreach and recruitment, intake and assessment, development of individual service strategy plans, referrals to vendors, follow up services and centralized participant records, throughout the program year and for 12 months after program completion;
- D. Monitor training vendors to ensure that the participants are receiving services and activities throughout the program year;
- E. Collect, input and maintain participant data in the State's HireNet system; and
- F. Participate with OWIB in the development of a coordinated youth services plan and a matrix of community resources.

ATTACHMENT – B

**Basis for Resource Sharing Agreement Hours**

|                     |    |
|---------------------|----|
| Work days per month | 20 |
| Work hours per day  | 8  |
| Months in a year    | 12 |

**Total Hours Available:** **1,920**

Less:

|                       |    |
|-----------------------|----|
| Holidays*             | 13 |
| Work hour equivalents | 8  |

**Total Hours Deducted:** **- 104**

**Total FTEs for one person:** **1,813 hours**

**One-half (1/2) FTE:** **908 hours**

Est. hours per month: 75.67

**Estimated one-half (1/2) FTE Rounded down:** **900 hours rounded down**

Value of one hour: **\$ 24.00** **\$21,600.00** Total Value of Common costs

**9 Mandatory Programs: \*\*** **\$ 2,400.00** Per program or 100 hours per fiscal year

**Basis for FTEs:**

All programs have been downsized due to funding  
There are no replacement personnel due to lack of program funding  
Time away accounts for Vacation, Sick Leave and Program Administrative time.

**\*Holidays (13):**

New year's Day, Martin Luther King, President's Day, Kuhio Day, Good Friday, Memorial Day, Kamehameha Day, Independence Day, Admission Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day

**\*\*Partners (10):**

Alu Like, State DLIR Workforce Development Branch, State Unemployment Insurance, University of Hawaii Community Colleges, State Department of Education, Oahu Community School for Adults, Honolulu Community Action Program, Respite Companion Service Program, Job Corps, Vocational Rehabilitation, City and County of Honolulu Department of Community Services WorkHawaii Division.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OAHU WORKFORCE INVESTMENT BOARD  
AND  
UNIVERSITY OF HAWAII SYSTEM COMMUNITY COLLEGES**

---

This Memorandum of Understanding (MOU) is entered into between the O'ahu Workforce Investment Board (OWIB) and the O'ahu One-Stop System Partners (Partners) for the purpose of establishing the respective roles and responsibilities of mandatory partners in the implementation of the One-Stop System on O'ahu and to satisfy the provisions of Section 121 of Title I of the Workforce Investment Act of 1998 (WIA). Each mandatory partner program has entered into this MOU with the OWIB in the spirit of collaboration and cooperation.

**BACKGROUND**

Section 118(b)(2)(B) of the WIA specifies that MOU be submitted by the local workforce investment board as part of the local 5-Year Strategic Plan. These MOUs must be entered into [according to WIA Final Rules, 20 CFR Part 661.350 (3)(ii)] between the local board and each of the Partners concerning the operation of the local One-Stop System.

The O'ahu Workforce Investment Board was appointed by the Mayor of the City and County of Honolulu and was established under WIA for the purpose of developing the local workforce investment plan and for performing the required functions described in Section 117(d) of the WIA.

**GUIDING PRINCIPLES**

The OWIB and all Partners agree to abide by the provisions of the WIA and its regulations, and to establish and implement processes and procedures to offer education, human services, job training, and other workforce development services to employers, employees, and job seekers on O'ahu. Services will be delivered by multiple partners through a seamless, integrated One-Stop System requiring partner agencies to work cooperatively under direction of the O'ahu One-Stop Center System Operator (O'ahu Operator), and to coordinate their resources to ensure effective and efficient delivery of workforce services to all customers.

Parties to this document shall perform the activities and services described herein within the scope of other legislative requirements which may govern the parties' respective programs, services and agencies, and enter into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 be implemented:

- Universal Eligibility – All customers, including those job-seeking customers with special needs and barriers to employment, will have access to a core set of services at each One-Stop Center, designated to provide information to make career and labor market decisions.
- One-Stop Approach – All customers may explore labor market, work preparation and career development services and have access to information on a range of employment, training, and adult and occupational education programs. These services will be made available at each of the One-Stop Centers and be accessible through multiple off-site locations, including sites of mandatory and voluntary partners, either through personal referrals or counseling, or through an electronic system.
- Individual Choice – Current and potential members of the O’ahu workforce will have access to career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.
- Greater State and Local Flexibility – With the integration of services through a One-Stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system.
- Greater Accountability – the OWIB, the mandatory WIA partners, the One-Stop Center System operator, and the training providers will be held accountable for their performance. Federal and state performance standards as well as customer satisfaction surveys will be used to measure performance-based outcomes. The design and management of the One-Stop Center System and the delivery of services will be responsive to meeting the needs of the customer, and customer satisfaction will be a key measure of accountability.

## GENERAL PROVISIONS

The OWIB shall design and oversee a One-Stop System that will:

- Enhance participation and performance of the customers served through the system, eliminate unwarranted duplication of services, and reduce administrative costs.
- Establish guidelines for creating and maintaining a cooperative working relationship, facilitate joint planning and evaluation of services, and develop more efficient management of limited financial and human resources within local service delivery programs.

- Build a service delivery system that will dramatically upgrade workplace skills, economically benefiting the workforce, employers, the City and State.

It is the intent for each Partner to specifically participate in the One-Stop System as described in their Partner-specific Attachment A to this Memorandum of Understanding. Each Partner further agrees to:

1. Assist in the development and implementation of procedures and policies for the O'ahu One-Stop Center System.
2. Collaborate to provide services to all customers (job seekers, underemployed, and employers) through a One-Stop delivery system.
3. Provide for self-service or staff assisted service access to the range of labor market and career development services.
4. Participate in an integrated intake, referral, and client tracking system operating through the One-Stop System and subject to confidentiality constraints.
5. Meet with Partners to jointly consider the development of mutually beneficial processes for client assessment, case management, job development, referral and placement, staff capacity building, and resolution of disputes with other system Partners.
6. Refer unresolved disputes regarding the implementation of agreed upon provisions of a Partner's MOU to the O'ahu Operator's Consortium Executive Team, via the Consortium Executive Officer. Any dispute the Executive Team is unable to resolve with a One-Stop System Partner shall be formally reported by the Consortium Executive Officer and to the OWIB, via the OWIB Executive Director.
7. Jointly share technology and client information with other system Partners, subject to confidentiality and program limitations.
8. Share the costs of information access in exchange for participation in the One-Stop System to the extent that its program regulations permit and in accordance with the Cost Allocation Plan described in the Resource Sharing Agreement, attached hereto.

9. Participate in joint planning processes that will assist all Partners, the One-Stop Center System Operator, and the OWIB in identifying the needs of the local workforce and the business community, and help set priorities for services based on those needs.
10. Participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration.
11. Assure responsiveness of services to customer (employer, job seeker, and unemployed) needs by surveying customer satisfaction.
12. Comply with all existing laws and regulations, and in particular, to assure that all One-Stop delivery services are provided at sites that are in compliance with the Americans with Disabilities Amendment Act.
13. Accept accountability for its contributions towards achieving program goals.

#### **MISSION STATEMENT OF THE OWIB**

The board approved mission of the OWIB is: "The Oahu Workforce Investment Board invests in human capital. We believe that a vibrant workforce plays an integral role in the well being of the local economy. To support our local economy, the Oahu Workforce Investment Board (OWIB) collaborates with industry leaders and government to help Oahu's business grow, train and sustain a globally competitive workforce. "

To achieve these ends, the Resource Sharing Agreement attached to this MOU identifies the means in which each One-Stop System Partner will contribute to a fair share of the operating costs for the provision of core services in the seven One-Stop Centers on O'ahu. Basic content requirements of the MOU are covered in Section 121(c)(2) of the WIA and include the following provisions:

- The services to be provided through the One-Stop delivery system;
- Methods for referral of individuals between the One-Stop Centers and the One-Stop System Partners, for the appropriate services and activities;
- The duration of the memorandum and the procedures for amending the memorandum during the term of the memorandum; and
- How the costs of such services and operating costs of the system will be funded.

## Core (1) Services Provided Through the One-Stop Delivery System

The Partners agree that services delivery within the One-Stop System will be coordinated by the O'ahu One-Stop Center System Operator which has been designated by the OWIB as the O'ahu Consortium made up of three agencies: ALU LIKE, Inc.; the Workforce Development Division (WDD), State of Hawaii, Department of Labor and Industrial Relations; and WorkHawaii, City and County of Honolulu, Department of Community Services.

Services offered through the O'ahu One-Stop System are provided to three customer groups: employers, job seekers, and underemployed workers. Employer Service and "Core (1)" (hereafter, simply "Core") Job Seeker Services (as specified in Section 134(d)(2) of the WIA) are provided through all the Centers and include:

### A. EMPLOYER SERVICES

Parties to the MOU acknowledge that employers are primary One-Stop System customer and agree that specific employer services to be provided through the One-Stop Centers include but are not limited to:

1. Tax credit or I-9 processing information;
2. Assessment of client skills, interests, aptitude and /or work values of applicants prior to referral;
3. Job specification development;
4. Business fee or licensing information;
5. Business assistance center referral;
6. Interviewing facilities;
7. Customized training;
8. Skills training for incumbent workers;
9. Job readiness training information;
10. Information on filing Unemployment Insurance & Workers Compensation claims;
11. Program information and preliminary screening for program eligibility of prospective employees;
12. Information on eligibility for housing assistance or other support services;

### B. JOB SEEKERS

Parties to the MOU acknowledge that job seekers and unemployed workers are also primary One-stop System customers and agree that specific core employment services to be provided through the One-Stop Centers include but are not limited to:

1. Determination of individual eligibility for WIA services;
2. Outreach, intake and orientation to the information and services available through the One-Stop Centers;

3. Initial assessment of skills, aptitudes, abilities, and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment statistics information and labor market information such as jobs, local demand occupations, earnings. And skill requirements;
6. Access to performance information and program cost information on eligible providers of training services;
7. Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the One-Stop Center System;
8. Provision of accurate information relating to the availability of supportive services, including child care and transportation available in the local area, and referral to such service, as appropriate;
9. Provision of information regarding filing claims for unemployment compensation;
10. Assistance in providing information on programs of financial aid assistance for training and education programs;
11. Follow-up services, including counseling regarding the workplace, for WIA participants who are placed in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate; and
12. Other core services as determined by a One-Stop System Partner agency's governing legislation.

These Job Seeker core employment services mandated by the WIA will be available at each of the seven One-Stop Centers and are accessible through designated offices operated by the remaining mandatory partners and other interested entities. The designated One-Stop Centers on O'ahu include:

| <u>CENTER</u>                      | <u>ADDRESS</u>  |
|------------------------------------|---|
| Dillingham Plaza                   | 1505 Dillingham Blvd., Room 110<br>Honolulu, HI 96817 |
| Hauula Civic Center<br>(Satellite) | 54-050 Kukuna Road<br>Hauula, HI 96717                |
| Honolulu Office                    | 830 Punchbowl Street, Room 112<br>Honolulu, HI 96813  |
| Kaneohe Office<br>(Satellite)      | 45-005 Kawa Street, Suite 205<br>Kaneohe, HI 96744    |

Kapolei Office  
(Satellite)

601 Kamokila Blvd, Room 588  
Kapolei, HI 96707

Waianae Neighborhood Community Center

85-670 Farrington Highway  
Waianae, HI 96792

Waipahu Civic Center

94-275 Mokuola Street, Room 300  
Waipahu, HI 96797

### Method of Referral

The O'ahu One-Stop System Partners, under the direction of the O'ahu Operator, agree to develop, implement and continually improve a system to intake, orient, identify, refer and track individuals who enter the system and are eligible for various Partner programs as set forth by their federal regulations.

Individuals entering the system will receive basic service and eligibility information on all O'ahu partner programs. Interested individuals will receive an initial assessment of their possible program eligibility with the assistance of a One-Stop Center staff.

Referrals to co-located or other located O'ahu Partner program staff will be made with a One-Stop Partner program information and referral form, which will be mutually agreed upon and adopted by all Partners with their commitment to continually improve and make modifications based on changing requirements. This form will include general information on Partner program services and eligibility criteria. The referral section of this form will be completed with relevant information on the individual being referred, as well as the name, address, and phone number of the Partner program staff who will be contacted.

Each Partner under the coordination of the O'ahu Operator, agrees to cross-train and cross-inform fellow Partner program staff in making initial eligibility determinations of participants on which to base the participant's referral. This training may be conducted in groups, by shadowing staff, through field trips or site visits of Partner programs, or through other strategies as determined by the Partners.

### Duration of the MOU with Procedures for Amending the MOU

The period of performance shall commence on July 1, 2011 and terminate on June 30, 2013 unless otherwise terminated by written agreement by both parties.

The OWIB may elect to amend these MOUs by mutual agreement of the Partners. Any such modification will be preceded by written notice to all Partners in the One-Stop System of intent to modify and the purpose of such modification.

### Resource Sharing Agreement

The "Resource Sharing Agreement" (RSA), attached hereto as Attachment B, is a plan and supporting documentation for the process used by the One-Stop Operator and Partners to define, allocate and fund the shared costs of the One-Stop Center System. The RSA allows Partner agencies to fund allocated costs through mechanisms in addition to cash transfers. This is important as some Partner agencies are restricted by law, regulation, or policy from paying cash for costs allocated to them. NOTE: The MOU is a formal agreement of the Partner programs requiring authorized signatures by Partner agency officials and the OWIB for enactment and modification. However, by design, the RSA is a document that will change, as the actual costs incurred by the partners become known. Therefore, the RSA supporting this MOU is incorporated by reference herein, allowing it to be revised as needed, without requiring a formal amendment of the MOU.

Under the Resource Sharing Agreement, the Partner agencies will agree on a cost allocation plan, and how they will pay their proportional share of the One-Stop Core services costs, as determined by this MOU's Cost Allocation Plan.

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

**O'AHU WORKFORCE INVESTMENT BOARD**

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

**UNIVERSITY OF HAWAII SYSTEM COMMUNITY COLLEGES**

  
\_\_\_\_\_  
Signature of Authorized Officer

JUN - 2 2011  
\_\_\_\_\_  
Date

  
John Morton  
Vice President for Community Colleges  
2444 Dole Street  
Honolulu, Hawaii 96822

**APPROVED:**  
Department of Community Services

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

  
\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

O'AHU WORKFORCE INVESTMENT BOARD

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

UNIVERSITY OF HAWAII SYSTEM COMMUNITY COLLEGES

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

John Morton  
Vice President for Community Colleges  
2444 Dole Street  
Honolulu, Hawaii 96822

APPROVED:  
Department of Community Services

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

## ATTACHMENT – A

The University of Hawaii System Community Colleges (UHCC), a mandated partner in O`ahu's One-Stop delivery system representing the Perkins Act Post-Secondary Vocational Education Programs, in addition to the services in common with all other mandatory partners under the WIA, further agrees to:

1. Provide O`ahu WorkLinks (OWL) One-Stop Center and customers with information concerning the performance and cost of programs assisted under section 132 of Perkins III. Information will be provided through catalogs, course schedules and other printed materials provided by UHCC.
2. Provide OWL customers with initial assessments of skill levels, aptitudes, and abilities by supplying the OWL Centers with copies of the TABE and/or COMPASS assessment instruments, as well as assistance with test application and the interpretation of assessment results.
3. Provide OWL customers with information on the availability of supportive services for vocational and technical education program students. Information will be provided through catalogs, course schedules and other printed materials provided by UHCC.
4. Provide common application forms, catalogs, and financial aid forms at the OWL Centers. Common application forms and catalog descriptions are also available on-line through the individual campus websites.
5. Provide information to OWL customers on admissions, financial aid programs and services throughout the University of Hawaii System of Community Colleges. Information will be provided through catalogs, course schedules and other printed materials provided by UHCC.
6. Provide workshops and orientations at the One-Stop Centers.
7. Provide orientation to and participate in cross training of OWL Center staff and other interested partners by sharing information on admissions, financial aid programs and services throughout the University of Hawaii System of Community Colleges.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OAHU WORKFORCE INVESTMENT BOARD  
AND  
STATE OF HAWAII, DEPARTMENT OF EDUCATION (DOE)**

---

This Memorandum of Understanding (MOU) is entered into between the O'ahu Workforce Investment Board (OWIB) and the O'ahu One-Stop System Partners (Partners) for the purpose of establishing the respective roles and responsibilities of mandatory partners in the implementation of the One-Stop System on O'ahu and to satisfy the provisions of Section 121 of Title I of the Workforce Investment Act of 1998 (WIA). Each mandatory partner program has entered into this MOU with the OWIB in the spirit of collaboration and cooperation.

**BACKGROUND**

Section 118(b)(2)(B) of the WIA specifies that MOU be submitted by the local workforce investment board as part of the local 5-Year Strategic Plan. These MOUs must be entered into [according to WIA Final Rules, 20 CFR Part 661.350 (3)(ii)] between the local board and each of the Partners concerning the operation of the local One-Stop System.

The O'ahu Workforce Investment Board was appointed by the Mayor of the City and County of Honolulu and was established under WIA for the purpose of developing the local workforce investment plan and for performing the required functions described in Section 117(d) of the WIA.

**GUIDING PRINCIPLES**

The OWIB and all Partners agree to abide by the provisions of the WIA and its regulations, and to establish and implement processes and procedures to offer education, human services, job training, and other workforce development services to employers, employees, and job seekers on O'ahu. Services will be delivered by multiple partners through a seamless, integrated One-Stop System requiring partner agencies to work cooperatively under direction of the O'ahu One-Stop Center System Operator (O'ahu Operator), and to coordinate their resources to ensure effective and efficient delivery of workforce services to all customers.

Parties to this document shall perform the activities and services described herein within the scope of other legislative requirements which may govern the parties' respective programs, services and agencies, and enter into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 be implemented:

- Universal Eligibility – All customers, including those job-seeking customers with special needs and barriers to employment, will have access to a core set of services at each One-Stop Center, designated to provide information to make career and labor market decisions.
- One-Stop Approach – All customers may explore labor market, work preparation and career development services and have access to information on a range of employment, training, and adult and occupational education programs. These services will be made available at each of the One-Stop Centers and be accessible through multiple off-site locations, including sites of mandatory and voluntary partners, either through personal referrals or counseling, or through an electronic system.
- Individual Choice – Current and potential members of the O'ahu workforce will have access to career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.
- Greater State and Local Flexibility – With the integration of services through a One-Stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system.
- Greater Accountability – the OWIB, the mandatory WIA partners, the One-Stop Center System operator, and the training providers will be held accountable for their performance. Federal and state performance standards as well as customer satisfaction surveys will be used to measure performance-based outcomes. The design and management of the One-Stop Center System and the delivery of services will be responsive to meeting the needs of the customer, and customer satisfaction will be a key measure of accountability.

## **GENERAL PROVISIONS**

The OWIB shall design and oversee a One-Stop System that will:

- Enhance participation and performance of the customers served through the system, eliminate unwarranted duplication of services, and reduce administrative costs.
- Establish guidelines for creating and maintaining a cooperative working relationship, facilitate joint planning and evaluation of services, and develop more efficient management of limited financial and human resources within local service delivery programs.

- Build a service delivery system that will dramatically upgrade workplace skills, economically benefiting the workforce, employers, the City and State.

It is the intent for each Partner to specifically participate in the One-Stop System as described in their Partner-specific Attachment A to this Memorandum of Understanding. Each Partner further agrees to:

1. Assist in the development and implementation of procedures and policies for the O'ahu One-Stop Center System.
2. Collaborate to provide services to all customers (job seekers, underemployed, and employers) through a One-Stop delivery system.
3. Provide for self-service or staff assisted service access to the range of labor market and career development services.
4. Participate in an integrated intake, referral, and client tracking system operating through the One-Stop System and subject to confidentiality constraints.
5. Meet with Partners to jointly consider the development of mutually beneficial processes for client assessment, case management, job development, referral and placement, staff capacity building, and resolution of disputes with other system Partners.
6. Refer unresolved disputes regarding the implementation of agreed upon provisions of a Partner's MOU to the O'ahu Operator's Consortium Executive Team, via the Consortium Executive Officer. Any dispute the Executive Team is unable to resolve with a One-Stop System Partner shall be formally reported by the Consortium Executive Officer and to the OWIB, via the OWIB Executive Director.
7. Jointly share technology and client information with other system Partners, subject to confidentiality and program limitations.
8. Share the costs of information access in exchange for participation in the One-Stop System to the extent that its program regulations permit and in accordance with the Cost Allocation Plan described in the Resource Sharing Agreement, attached hereto.

9. Participate in joint planning processes that will assist all Partners, the One-Stop Center System Operator, and the OWIB in identifying the needs of the local workforce and the business community, and help set priorities for services based on those needs.
10. Participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration.
11. Assure responsiveness of services to customer (employer, job seeker, and unemployed) needs by surveying customer satisfaction.
12. Comply with all existing laws and regulations, and in particular, to assure that all One-Stop delivery services are provided at sites that are in compliance with the Americans with Disabilities Amendment Act.
13. Accept accountability for its contributions towards achieving program goals.

#### **MISSION STATEMENT OF THE OWIB**

The board approved mission of the OWIB is: "The Oahu Workforce Investment Board invests in human capital. We believe that a vibrant workforce plays an integral role in the well being of the local economy. To support our local economy, the Oahu Workforce Investment Board (OWIB) collaborates with industry leaders and government to help Oahu's business grow, train and sustain a globally competitive workforce. "

To achieve these ends, the Resource Sharing Agreement attached to this MOU identifies the means in which each One-Stop System Partner will contribute to a fair share of the operating costs for the provision of core services in the seven One-Stop Centers on O'ahu. Basic content requirements of the MOU are covered in Section 121(c)(2) of the WIA and include the following provisions:

- The services to be provided through the One-Stop delivery system;
- Methods for referral of individuals between the One-Stop Centers and the One-Stop System Partners, for the appropriate services and activities;
- The duration of the memorandum and the procedures for amending the memorandum during the term of the memorandum; and
- How the costs of such services and operating costs of the system will be funded.

## Core (1) Services Provided Through the One-Stop Delivery System

The Partners agree that services delivery within the One-Stop System will be coordinated by the O'ahu One-Stop Center System Operator which has been designated by the OWIB as the O'ahu Consortium made up of three agencies: ALU LIKE, Inc.; the Workforce Development Division (WDD), State of Hawaii, Department of Labor and Industrial Relations; and WorkHawaii, City and County of Honolulu, Department of Community Services.

Services offered through the O'ahu One-Stop System are provided to three customer groups: employers, job seekers, and underemployed workers. Employer Service and "Core (1)" (hereafter, simply "Core") Job Seeker Services (as specified in Section 134(d)(2) of the WIA) are provided through all the Centers and include:

### A. EMPLOYER SERVICES

Parties to the MOU acknowledge that employers are primary One-Stop System customer and agree that specific employer services to be provided through the One-Stop Centers include but are not limited to:

1. Tax credit or I-9 processing information;
2. Assessment of client skills, interests, aptitude and /or work values of applicants prior to referral;
3. Job specification development;
4. Business fee or licensing information;
5. Business assistance center referral;
6. Interviewing facilities;
7. Customized training;
8. Skills training for incumbent workers;
9. Job readiness training information;
10. Information on filing Unemployment Insurance & Workers Compensation claims;
11. Program information and preliminary screening for program eligibility of prospective employees;
12. Information on eligibility for housing assistance or other support services;

### B. JOB SEEKERS

Parties to the MOU acknowledge that job seekers and unemployed workers are also primary One-stop System customers and agree that specific core employment services to be provided through the One-Stop Centers include but are not limited to:

1. Determination of individual eligibility for WIA services;
2. Outreach, intake and orientation to the information and services available through the One-Stop Centers;

3. Initial assessment of skills, aptitudes, abilities, and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment statistics information and labor market information such as jobs, local demand occupations, earnings. And skill requirements;
6. Access to performance information and program cost information on eligible providers of training services;
7. Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the One-Stop Center System;
8. Provision of accurate information relating to the availability of supportive services, including child care and transportation available in the local area, and referral to such service, as appropriate;
9. Provision of information regarding filing claims for unemployment compensation;
10. Assistance in providing information on programs of financial aid assistance for training and education programs;
11. Follow-up services, including counseling regarding the workplace, for WIA participants who are placed in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate; and
12. Other core services as determined by a One-Stop System Partner agency's governing legislation.

These Job Seeker core employment services mandated by the WIA will be available at each of the seven One-Stop Centers and are accessible through designated offices operated by the remaining mandatory partners and other interested entities. The designated One-Stop Centers on O'ahu include:

| <u>CENTER</u>                      | <u>ADDRESS</u>  |
|------------------------------------|---|
| Dillingham Plaza                   | 1505 Dillingham Blvd., Room 110<br>Honolulu, HI 96817 |
| Hauula Civic Center<br>(Satellite) | 54-050 Kukuna Road<br>Hauula, HI 96717                |
| Honolulu Office                    | 830 Punchbowl Street, Room 112<br>Honolulu, HI 96813  |
| Kaneohe Office<br>(Satellite)      | 45-005 Kawa Street, Suite 205<br>Kaneohe, HI 96744    |

|                                       |  |
|---------------------------------------|--|
| Kapolei Office<br>(Satellite)         | 601 Kamokila Blvd, Room 588<br>Kapolei, HI 96707     |
| Waianae Neighborhood Community Center | 85-670 Farrington Highway<br>Waianae, HI 96792       |
| Waipahu Civic Center                  | 94-275 Mokuola Street, Room 300<br>Waipahu, HI 96797 |

### Method of Referral

The O'ahu One-Stop System Partners, under the direction of the O'ahu Operator, agree to develop, implement and continually improve a system to intake, orient, identify, refer and track individuals who enter the system and are eligible for various Partner programs as set forth by their federal regulations.

Individuals entering the system will receive basic service and eligibility information on all O'ahu partner programs. Interested individuals will receive an initial assessment of their possible program eligibility with the assistance of a One-Stop Center staff.

Referrals to co-located or other located O'ahu Partner program staff will be made with a One-Stop Partner program information and referral form, which will be mutually agreed upon and adopted by all Partners with their commitment to continually improve and make modifications based on changing requirements. This form will include general information on Partner program services and eligibility criteria. The referral section of this form will be completed with relevant information on the individual being referred, as well as the name, address, and phone number of the Partner program staff who will be contacted.

Each Partner under the coordination of the O'ahu Operator, agrees to cross-train and cross-inform fellow Partner program staff in making initial eligibility determinations of participants on which to base the participant's referral. This training may be conducted in groups, by shadowing staff, through field trips or site visits of Partner programs, or through other strategies as determined by the Partners.

### Duration of the MOU with Procedures for Amending the MOU

The period of performance shall commence on July 1, 2011 and terminate on June 30, 2013 unless otherwise terminated by written agreement by both parties.

The OWIB may elect to amend these MOUs by mutual agreement of the Partners. Any such modification will be preceded by written notice to all Partners in the One-Stop System of intent to modify and the purpose of such modification.

### Resource Sharing Agreement

The "Resource Sharing Agreement" (RSA), attached hereto as Attachment B, is a plan and supporting documentation for the process used by the One-Stop Operator and Partners to define, allocate and fund the shared costs of the One-Stop Center System. The RSA allows Partner agencies to fund allocated costs through mechanisms in addition to cash transfers. This is important as some Partner agencies are restricted by law, regulation, or policy from paying cash for costs allocated to them. NOTE: The MOU is a formal agreement of the Partner programs requiring authorized signatures by Partner agency officials and the OWIB for enactment and modification. However, by design, the RSA is a document that will change, as the actual costs incurred by the partners become known. Therefore, the RSA supporting this MOU is incorporated by reference herein, allowing it to be revised as needed, without requiring a formal amendment of the MOU.

Under the Resource Sharing Agreement, the Partner agencies will agree on a cost allocation plan, and how they will pay their proportional share of the One-Stop Core services costs, as determined by this MOU's Cost Allocation Plan.

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

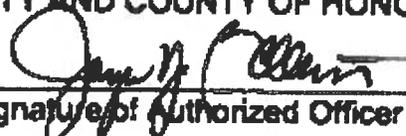
**O'AHU WORKFORCE INVESTMENT BOARD**

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

**WORKHAWAII, DEPT. OF COMMUNITY SERVICES  
CITY AND COUNTY OF HONOLULU**

  
\_\_\_\_\_  
Signature of Authorized Officer

01/27/12  
\_\_\_\_\_  
Date

Joyce Bellino, Assistant Superintendent  
1390 Miller Street  
Honolulu, Hawaii 96813

**APPROVED:  
Department of Community Services**

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

**Approved as to Form and Legality:**

  
\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

O'AHU WORKFORCE INVESTMENT BOARD

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

WORKHAWAII, DEPT. OF COMMUNITY SERVICES  
CITY AND COUNTY OF HONOLULU

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Joyce Bollino, Assistant Superintendent  
1390 Miller Street  
Honolulu, Hawaii 96813

APPROVED:  
Department of Community Services

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

## ATTACHMENT – A

The Hawaii State Department of Education / Oahu Community School for Adults (OCSA), a mandated partner in O`ahu's One-Stop delivery system representing Adult Education and Family Literacy Act programs, in addition to the services in common with all other mandatory partners under the WIA, further agrees to:

1. Provide O`ahu WorkLinks (OWL) One-Stop Center and customers with information concerning the performance and cost of OCSA programs assisted under section 231 of Title II of the Workforce Investment act of 1998. Information will be provided through OSCA brochures for summer, fall and spring semesters.
2. Provide OWL customers upon referral by the OWL Centers, with initial assessments of basic skill levels and educational needs for the purposes of determining eligibility for, and appropriate placement in, OCSA programs funded under section 231.
3. Provide OCSA application forms and catalogs at OWL Centers.
4. Provide information to OWL customers on admissions, eligibility, programs and services offered throughout the OCSA System. Information is available through OSCA brochures and through the websites of the individual CSAs
5. Provide orientation to and participate in cross training of OWL Center staff and other interested partners by sharing information on admissions, eligibility requirements, programs, and services offered throughout the OCSA system.
6. Provide OCSA registration services to customers on site at the OWL Centers by providing staff development on CSA registration procedures to OWL Center staff or funding to support OWL in registration for CSA programs or assignment of CSA staff to the OWL Centers. Each CSA will work with the OWL Center in it geographical region to determine the best option to assure CSA registration services are available at the OWL Center.
7. Provide annual orientation at the OWL Centers on the availability of CSA programs, High School Diploma Programs (including GED and CB), and Work Place Readiness courses.
8. Participate in and support the One-Stop Center System customer referral system, as describe in the "GENERAL PROVISIONS" (Item 4) and the "Methods of Referral" sections of this Memorandum of Understanding.
9. Inform and refer OCSA students on O`ahu to appropriate WIA and/or other O`ahu One-Stop delivery system Partner services.
10. When possible or appropriate, provide CSA courses at the One-Stop Centers.
11. Accept and provide appropriate educational services for students referred by the OWL Centers.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OAHU WORKFORCE INVESTMENT BOARD  
AND  
RESPITE COMPANION SERVICE PROGRAM  
STATE OF HAWAII, DEPARTMENT OF HUMAN SERVICES**

---

This Memorandum of Understanding (MOU) is entered into between the O'ahu Workforce Investment Board (OWIB) and the O'ahu One-Stop System Partners (Partners) for the purpose of establishing the respective roles and responsibilities of mandatory partners in the implementation of the One-Stop System on O'ahu and to satisfy the provisions of Section 121 of Title I of the Workforce Investment Act of 1998 (WIA). Each mandatory partner program has entered into this MOU with the OWIB in the spirit of collaboration and cooperation.

**BACKGROUND**

Section 118(b)(2)(B) of the WIA specifies that MOU be submitted by the local workforce investment board as part of the local 5-Year Strategic Plan. These MOUs must be entered into [according to WIA Final Rules, 20 CFR Part 661.350 (3)(ii)] between the local board and each of the Partners concerning the operation of the local One-Stop System.

The O'ahu Workforce Investment Board was appointed by the Mayor of the City and County of Honolulu and was established under WIA for the purpose of developing the local workforce investment plan and for performing the required functions described in Section 117(d) of the WIA.

**GUIDING PRINCIPLES**

The OWIB and all Partners agree to abide by the provisions of the WIA and its regulations, and to establish and implement processes and procedures to offer education, human services, job training, and other workforce development services to employers, employees, and job seekers on O'ahu. Services will be delivered by multiple partners through a seamless, integrated One-Stop System requiring partner agencies to work cooperatively under direction of the O'ahu One-Stop Center System Operator (O'ahu Operator), and to coordinate their resources to ensure effective and efficient delivery of workforce services to all customers.

Parties to this document shall perform the activities and services described herein within the scope of other legislative requirements which may govern the parties' respective programs, services and agencies, and enter into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 be implemented:

- Universal Eligibility – All customers, including those job-seeking customers with special needs and barriers to employment, will have access to a core set of services at each One-Stop Center, designated to provide information to make career and labor market decisions.
- One-Stop Approach – All customers may explore labor market, work preparation and career development services and have access to information on a range of employment, training, and adult and occupational education programs. These services will be made available at each of the One-Stop Centers and be accessible through multiple off-site locations, including sites of mandatory and voluntary partners, either through personal referrals or counseling, or through an electronic system.
- Individual Choice – Current and potential members of the O’ahu workforce will have access to career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.
- Greater State and Local Flexibility – With the integration of services through a One-Stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system.
- Greater Accountability – the OWIB, the mandatory WIA partners, the One-Stop Center System operator, and the training providers will be held accountable for their performance. Federal and state performance standards as well as customer satisfaction surveys will be used to measure performance-based outcomes. The design and management of the One-Stop Center System and the delivery of services will be responsive to meeting the needs of the customer, and customer satisfaction will be a key measure of accountability.

## GENERAL PROVISIONS

The OWIB shall design and oversee a One-Stop System that will:

- Enhance participation and performance of the customers served through the system, eliminate unwarranted duplication of services, and reduce administrative costs.
- Establish guidelines for creating and maintaining a cooperative working relationship, facilitate joint planning and evaluation of services, and develop more efficient management of limited financial and human resources within local service delivery programs.

- Build a service delivery system that will dramatically upgrade workplace skills, economically benefiting the workforce, employers, the City and State.

It is the intent for each Partner to specifically participate in the One-Stop System as described in their Partner-specific Attachment A to this Memorandum of Understanding. Each Partner further agrees to:

1. Assist in the development and implementation of procedures and policies for the O'ahu One-Stop Center System.
2. Collaborate to provide services to all customers (job seekers, underemployed, and employers) through a One-Stop delivery system.
3. Provide for self-service or staff assisted service access to the range of labor market and career development services.
4. Participate in an integrated intake, referral, and client tracking system operating through the One-Stop System and subject to confidentiality constraints.
5. Meet with Partners to jointly consider the development of mutually beneficial processes for client assessment, case management, job development, referral and placement, staff capacity building, and resolution of disputes with other system Partners.
6. Refer unresolved disputes regarding the implementation of agreed upon provisions of a Partner's MOU to the O'ahu Operator's Consortium Executive Team, via the Consortium Executive Officer. Any dispute the Executive Team is unable to resolve with a One-Stop System Partner shall be formally reported by the Consortium Executive Officer and to the OWIB, via the OWIB Executive Director.
7. Jointly share technology and client information with other system Partners, subject to confidentiality and program limitations.
8. Share the costs of information access in exchange for participation in the One-Stop System to the extent that its program regulations permit and in accordance with the Cost Allocation Plan described in the Resource Sharing Agreement, attached hereto.

9. Participate in joint planning processes that will assist all Partners, the One-Stop Center System Operator, and the OWIB in identifying the needs of the local workforce and the business community, and help set priorities for services based on those needs.
10. Participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration.
11. Assure responsiveness of services to customer (employer, job seeker, and unemployed) needs by surveying customer satisfaction.
12. Comply with all existing laws and regulations, and in particular, to assure that all One-Stop delivery services are provided at sites that are in compliance with the Americans with Disabilities Amendment Act.
13. Accept accountability for its contributions towards achieving program goals.

#### **MISSION STATEMENT OF THE OWIB**

The board approved mission of the OWIB is: "The Oahu Workforce Investment Board invests in human capital. We believe that a vibrant workforce plays an integral role in the well being of the local economy. To support our local economy, the Oahu Workforce Investment Board (OWIB) collaborates with industry leaders and government to help Oahu's business grow, train and sustain a globally competitive workforce. "

To achieve these ends, the Resource Sharing Agreement attached to this MOU identifies the means in which each One-Stop System Partner will contribute to a fair share of the operating costs for the provision of core services in the seven One-Stop Centers on O'ahu. Basic content requirements of the MOU are covered in Section 121(c)(2) of the WIA and include the following provisions:

- The services to be provided through the One-Stop delivery system;
- Methods for referral of individuals between the One-Stop Centers and the One-Stop System Partners, for the appropriate services and activities;
- The duration of the memorandum and the procedures for amending the memorandum during the term of the memorandum; and
- How the costs of such services and operating costs of the system will be funded.

## Core (1) Services Provided Through the One-Stop Delivery System

The Partners agree that services delivery within the One-Stop System will be coordinated by the O'ahu One-Stop Center System Operator which has been designated by the OWIB as the O'ahu Consortium made up of three agencies: ALU LIKE, Inc.; the Workforce Development Division (WDD), State of Hawaii, Department of Labor and Industrial Relations; and WorkHawaii, City and County of Honolulu, Department of Community Services.

Services offered through the O'ahu One-Stop System are provided to three customer groups: employers, job seekers, and underemployed workers. Employer Service and "Core (1)" (hereafter, simply "Core") Job Seeker Services (as specified in Section 134(d)(2) of the WIA) are provided through all the Centers and include:

### A. EMPLOYER SERVICES

Parties to the MOU acknowledge that employers are primary One-Stop System customer and agree that specific employer services to be provided through the One-Stop Centers include but are not limited to:

1. Tax credit or I-9 processing information;
2. Assessment of client skills, interests, aptitude and /or work values of applicants prior to referral;
3. Job specification development;
4. Business fee or licensing information;
5. Business assistance center referral;
6. Interviewing facilities;
7. Customized training;
8. Skills training for incumbent workers;
9. Job readiness training information;
10. Information on filing Unemployment Insurance & Workers Compensation claims;
11. Program information and preliminary screening for program eligibility of prospective employees;
12. Information on eligibility for housing assistance or other support services;

### B. JOB SEEKERS

Parties to the MOU acknowledge that job seekers and unemployed workers are also primary One-stop System customers and agree that specific core employment services to be provided through the One-Stop Centers include but are not limited to:

1. Determination of individual eligibility for WIA services;
2. Outreach, intake and orientation to the information and services available through the One-Stop Centers;

3. Initial assessment of skills, aptitudes, abilities, and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment statistics information and labor market information such as jobs, local demand occupations, earnings. And skill requirements;
6. Access to performance information and program cost information on eligible providers of training services;
7. Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the One-Stop Center System;
8. Provision of accurate information relating to the availability of supportive services, including child care and transportation available in the local area, and referral to such service, as appropriate;
9. Provision of information regarding filing claims for unemployment compensation;
10. Assistance in providing information on programs of financial aid assistance for training and education programs;
11. Follow-up services, including counseling regarding the workplace, for WIA participants who are placed in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate; and
12. Other core services as determined by a One-Stop System Partner agency's governing legislation.

These Job Seeker core employment services mandated by the WIA will be available at each of the seven One-Stop Centers and are accessible through designated offices operated by the remaining mandatory partners and other interested entities. The designated One-Stop Centers on O'ahu include:

| <u>CENTER</u>                      | <u>ADDRESS</u>  |
|------------------------------------|---|
| Dillingham Plaza                   | 1505 Dillingham Blvd., Room 110<br>Honolulu, HI 96817 |
| Hauula Civic Center<br>(Satellite) | 54-050 Kukuna Road<br>Hauula, HI 96717                |
| Honolulu Office                    | 830 Punchbowl Street, Room 112<br>Honolulu, HI 96813  |
| Kaneohe Office<br>(Satellite)      | 45-005 Kawa Street, Suite 205<br>Kaneohe, HI 96744    |

Kapolei Office  
(Satellite)

601 Kamokila Blvd, Room 588  
Kapolei, HI 96707

Waianae Neighborhood Community Center

85-670 Farrington Highway  
Waianae, HI 96792

Waipahu Civic Center

94-275 Mokuola Street, Room 300  
Waipahu, HI 96797

### Method of Referral

The O'ahu One-Stop System Partners, under the direction of the O'ahu Operator, agree to develop, implement and continually improve a system to intake, orient, identify, refer and track individuals who enter the system and are eligible for various Partner programs as set forth by their federal regulations.

Individuals entering the system will receive basic service and eligibility information on all O'ahu partner programs. Interested individuals will receive an initial assessment of their possible program eligibility with the assistance of a One-Stop Center staff.

Referrals to co-located or other located O'ahu Partner program staff will be made with a One-Stop Partner program information and referral form, which will be mutually agreed upon and adopted by all Partners with their commitment to continually improve and make modifications based on changing requirements. This form will include general information on Partner program services and eligibility criteria. The referral section of this form will be completed with relevant information on the individual being referred, as well as the name, address, and phone number of the Partner program staff who will be contacted.

Each Partner under the coordination of the O'ahu Operator, agrees to cross-train and cross-inform fellow Partner program staff in making initial eligibility determinations of participants on which to base the participant's referral. This training may be conducted in groups, by shadowing staff, through field trips or site visits of Partner programs, or through other strategies as determined by the Partners.

Duration of the MOU with Procedures for Amending the MOU

The period of performance shall commence on July 1, 2011 and terminate on June 30, 2013 unless otherwise terminated by written agreement by both parties.

The OWIB may elect to amend these MOUs by mutual agreement of the Partners. Any such modification will be preceded by written notice to all Partners in the One-Stop System of intent to modify and the purpose of such modification.

Resource Sharing Agreement

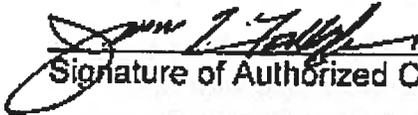
The "Resource Sharing Agreement" (RSA), attached hereto as Attachment B, is a plan and supporting documentation for the process used by the One-Stop Operator and Partners to define, allocate and fund the shared costs of the One-Stop Center System. The RSA allows Partner agencies to fund allocated costs through mechanisms in addition to cash transfers. This is important as some Partner agencies are restricted by law, regulation, or policy from paying cash for costs allocated to them. NOTE: The MOU is a formal agreement of the Partner programs requiring authorized signatures by Partner agency officials and the OWIB for enactment and modification. However, by design, the RSA is a document that will change, as the actual costs incurred by the partners become known. Therefore, the RSA supporting this MOU is incorporated by reference herein, allowing it to be revised as needed, without requiring a formal amendment of the MOU.

Under the Resource Sharing Agreement, the Partner agencies will agree on a cost allocation plan, and how they will pay their proportional share of the One-Stop Core services costs, as determined by this MOU's Cost Allocation Plan.

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

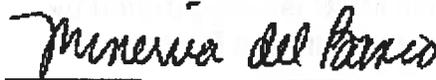
O'AHU WORKFORCE INVESTMENT BOARD

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

RESPITE COMPANION SERVICE PROGRAM  
STATE DEPARTMENT OF HUMAN SERVICES

  
\_\_\_\_\_  
Signature of Authorized Officer

5/26/11  
\_\_\_\_\_  
Date

Minerva del Banco, Program Specialist  
Respite Companion Service Program  
State Dept. of Human Services  
420 Waiakamilo Road, #202  
Honolulu, HI 96817

APPROVED:  
Department of Community Services

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

  
\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

O'AHU WORKFORCE INVESTMENT BOARD

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

RESPITE COMPANION SERVICE PROGRAM  
STATE DEPARTMENT OF HUMAN SERVICES

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Minerva del Banco, Program Specialist  
Respite Companion Service Program  
State Dept. of Human Services  
420 Waiakamilo Road, #202  
Honolulu, HI 96817

APPROVED:  
Department of Community Services

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

## ATTACHMENT – A

The State Department of Human Services, Respite Companion Service Program (RCSP), a mandated partner in O`ahu's One-Stop delivery system representing the Senior Community Service Employment Program (SCSEP), in addition to the services in common with all other mandatory partners under WIA, further agrees to:

1. Provide OWL customers and Partner agencies information concerning the services and eligibility requirements of RCSP's Senior Community Service Employment Program and training programs. Information will be provided via printed material, in the OWL Centers.
2. Provide orientation to and participate in cross training of OWL Center staff and other interested partners by sharing information on eligibility requirement, programs and services provided by Respite Companion Service Program.
3. Participate in and support the One-Stop Center System customer referral system, as describe in the "GENERAL PROVISIONS" (Item 4) and the "Methods of Referral" sections of this Memorandum of Understanding.
4. Inform and refer RCSP customers on O`ahu to appropriate WIA and/or other O`ahu One-Stop delivery system Partner services.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OAHU WORKFORCE INVESTMENT BOARD  
AND  
VOCATIONAL REHABILITATION AND SERVICES FOR THE BLIND  
STATE OF HAWAII, DEPT. OF HUMAN SERVICES**

---

This Memorandum of Understanding (MOU) is entered into between the O'ahu Workforce Investment Board (OWIB) and the O'ahu One-Stop System Partners (Partners) for the purpose of establishing the respective roles and responsibilities of mandatory partners in the implementation of the One-Stop System on O'ahu and to satisfy the provisions of Section 121 of Title I of the Workforce Investment Act of 1998 (WIA). Each mandatory partner program has entered into this MOU with the OWIB in the spirit of collaboration and cooperation.

**BACKGROUND**

Section 118(b)(2)(B) of the WIA specifies that MOU be submitted by the local workforce investment board as part of the local 5-Year Strategic Plan. These MOUs must be entered into [according to WIA Final Rules, 20 CFR Part 661.350 (3)(ii)] between the local board and each of the Partners concerning the operation of the local One-Stop System.

The O'ahu Workforce Investment Board was appointed by the Mayor of the City and County of Honolulu and was established under WIA for the purpose of developing the local workforce investment plan and for performing the required functions described in Section 117(d) of the WIA.

**GUIDING PRINCIPLES**

The OWIB and all Partners agree to abide by the provisions of the WIA and its regulations, and to establish and implement processes and procedures to offer education, human services, job training, and other workforce development services to employers, employees, and job seekers on O'ahu. Services will be delivered by multiple partners through a seamless, integrated One-Stop System requiring partner agencies to work cooperatively under direction of the O'ahu One-Stop Center System Operator (O'ahu Operator), and to coordinate their resources to ensure effective and efficient delivery of workforce services to all customers.

Parties to this document shall perform the activities and services described herein within the scope of other legislative requirements which may govern the parties' respective programs, services and agencies, and enter into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 be implemented:

- Universal Eligibility – All customers, including those job-seeking customers with special needs and barriers to employment, will have access to a core set of services at each One-Stop Center, designated to provide information to make career and labor market decisions.
- One-Stop Approach – All customers may explore labor market, work preparation and career development services and have access to information on a range of employment, training, and adult and occupational education programs. These services will be made available at each of the One-Stop Centers and be accessible through multiple off-site locations, including sites of mandatory and voluntary partners, either through personal referrals or counseling, or through an electronic system.
- Individual Choice – Current and potential members of the O’ahu workforce will have access to career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.
- Greater State and Local Flexibility – With the integration of services through a One-Stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system.
- Greater Accountability – the OWIB, the mandatory WIA partners, the One-Stop Center System operator, and the training providers will be held accountable for their performance. Federal and state performance standards as well as customer satisfaction surveys will be used to measure performance-based outcomes. The design and management of the One-Stop Center System and the delivery of services will be responsive to meeting the needs of the customer, and customer satisfaction will be a key measure of accountability.

## **GENERAL PROVISIONS**

The OWIB shall design and oversee a One-Stop System that will:

- Enhance participation and performance of the customers served through the system, eliminate unwarranted duplication of services, and reduce administrative costs.
- Establish guidelines for creating and maintaining a cooperative working relationship, facilitate joint planning and evaluation of services, and develop more efficient management of limited financial and human resources within local service delivery programs.

- Build a service delivery system that will dramatically upgrade workplace skills, economically benefiting the workforce, employers, the City and State.

It is the intent for each Partner to specifically participate in the One-Stop System as described in their Partner-specific Attachment A to this Memorandum of Understanding. Each Partner further agrees to:

1. Assist in the development and implementation of procedures and policies for the O'ahu One-Stop Center System.
2. Collaborate to provide services to all customers (job seekers, underemployed, and employers) through a One-Stop delivery system.
3. Provide for self-service or staff assisted service access to the range of labor market and career development services.
4. Participate in an integrated intake, referral, and client tracking system operating through the One-Stop System and subject to confidentiality constraints.
5. Meet with Partners to jointly consider the development of mutually beneficial processes for client assessment, case management, job development, referral and placement, staff capacity building, and resolution of disputes with other system Partners.
6. Refer unresolved disputes regarding the implementation of agreed upon provisions of a Partner's MOU to the O'ahu Operator's Consortium Executive Team, via the Consortium Executive Officer. Any dispute the Executive Team is unable to resolve with a One-Stop System Partner shall be formally reported by the Consortium Executive Officer and to the OWIB, via the OWIB Executive Director.
7. Jointly share technology and client information with other system Partners, subject to confidentiality and program limitations.
8. Share the costs of information access in exchange for participation in the One-Stop System to the extent that its program regulations permit and in accordance with the Cost Allocation Plan described in the Resource Sharing Agreement, attached hereto.

9. Participate in joint planning processes that will assist all Partners, the One-Stop Center System Operator, and the OWIB in identifying the needs of the local workforce and the business community, and help set priorities for services based on those needs.
10. Participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration.
11. Assure responsiveness of services to customer (employer, job seeker, and unemployed) needs by surveying customer satisfaction.
12. Comply with all existing laws and regulations, and in particular, to assure that all One-Stop delivery services are provided at sites that are in compliance with the Americans with Disabilities Amendment Act.
13. Accept accountability for its contributions towards achieving program goals.

#### **MISSION STATEMENT OF THE OWIB**

The board approved mission of the OWIB is: "The Oahu Workforce Investment Board invests in human capital. We believe that a vibrant workforce plays an integral role in the well being of the local economy. To support our local economy, the Oahu Workforce Investment Board (OWIB) collaborates with industry leaders and government to help Oahu's business grow, train and sustain a globally competitive workforce. "

To achieve these ends, the Resource Sharing Agreement attached to this MOU identifies the means in which each One-Stop System Partner will contribute to a fair share of the operating costs for the provision of core services in the seven One-Stop Centers on O'ahu. Basic content requirements of the MOU are covered in Section 121(c)(2) of the WIA and include the following provisions:

- The services to be provided through the One-Stop delivery system;
- Methods for referral of individuals between the One-Stop Centers and the One-Stop System Partners, for the appropriate services and activities;
- The duration of the memorandum and the procedures for amending the memorandum during the term of the memorandum; and
- How the costs of such services and operating costs of the system will be funded.

## Core (1) Services Provided Through the One-Stop Delivery System

The Partners agree that services delivery within the One-Stop System will be coordinated by the O'ahu One-Stop Center System Operator which has been designated by the OWIB as the O'ahu Consortium made up of three agencies: ALU LIKE, Inc.; the Workforce Development Division (WDD), State of Hawaii, Department of Labor and Industrial Relations; and WorkHawaii, City and County of Honolulu, Department of Community Services.

Services offered through the O'ahu One-Stop System are provided to three customer groups: employers, job seekers, and underemployed workers. Employer Service and "Core (1)" (hereafter, simply "Core") Job Seeker Services (as specified in Section 134(d)(2) of the WIA) are provided through all the Centers and include:

### A. EMPLOYER SERVICES

Parties to the MOU acknowledge that employers are primary One-Stop System customer and agree that specific employer services to be provided through the One-Stop Centers include but are not limited to:

1. Tax credit or I-9 processing information;
2. Assessment of client skills, interests, aptitude and /or work values of applicants prior to referral;
3. Job specification development;
4. Business fee or licensing information;
5. Business assistance center referral;
6. Interviewing facilities;
7. Customized training;
8. Skills training for incumbent workers;
9. Job readiness training information;
10. Information on filing Unemployment Insurance & Workers Compensation claims;
11. Program information and preliminary screening for program eligibility of prospective employees;
12. Information on eligibility for housing assistance or other support services;

### B. JOB SEEKERS

Parties to the MOU acknowledge that job seekers and unemployed workers are also primary One-stop System customers and agree that specific core employment services to be provided through the One-Stop Centers include but are not limited to:

1. Determination of individual eligibility for WIA services;
2. Outreach, intake and orientation to the information and services available through the One-Stop Centers;

3. Initial assessment of skills, aptitudes, abilities, and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment statistics information and labor market information such as jobs, local demand occupations, earnings. And skill requirements;
6. Access to performance information and program cost information on eligible providers of training services;
7. Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the One-Stop Center System;
8. Provision of accurate information relating to the availability of supportive services, including child care and transportation available in the local area, and referral to such service, as appropriate;
9. Provision of information regarding filing claims for unemployment compensation;
10. Assistance in providing information on programs of financial aid assistance for training and education programs;
11. Follow-up services, including counseling regarding the workplace, for WIA participants who are placed in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate; and
12. Other core services as determined by a One-Stop System Partner agency's governing legislation.

These Job Seeker core employment services mandated by the WIA will be available at each of the seven One-Stop Centers and are accessible through designated offices operated by the remaining mandatory partners and other interested entities. The designated One-Stop Centers on O'ahu include:

| <u>CENTER</u>                      | <u>ADDRESS</u>  |
|------------------------------------|---|
| Dillingham Plaza                   | 1505 Dillingham Blvd., Room 110<br>Honolulu, HI 96817 |
| Hauula Civic Center<br>(Satellite) | 54-050 Kukuna Road<br>Hauula, HI 96717                |
| Honolulu Office                    | 830 Punchbowl Street, Room 112<br>Honolulu, HI 96813  |
| Kaneohe Office<br>(Satellite)      | 45-005 Kawa Street, Suite 205<br>Kaneohe, HI 96744    |

Kapolei Office  
(Satellite)

601 Kamokila Blvd, Room 588  
Kapolei, HI 96707

Waianae Neighborhood Community Center

85-670 Farrington Highway  
Waianae, HI 96792

Waipahu Civic Center

94-275 Mokuola Street, Room 300  
Waipahu, HI 96797

### Method of Referral

The O'ahu One-Stop System Partners, under the direction of the O'ahu Operator, agree to develop, implement and continually improve a system to intake, orient, identify, refer and track individuals who enter the system and are eligible for various Partner programs as set forth by their federal regulations.

Individuals entering the system will receive basic service and eligibility information on all O'ahu partner programs. Interested individuals will receive an initial assessment of their possible program eligibility with the assistance of a One-Stop Center staff.

Referrals to co-located or other located O'ahu Partner program staff will be made with a One-Stop Partner program information and referral form, which will be mutually agreed upon and adopted by all Partners with their commitment to continually improve and make modifications based on changing requirements. This form will include general information on Partner program services and eligibility criteria. The referral section of this form will be completed with relevant information on the individual being referred, as well as the name, address, and phone number of the Partner program staff who will be contacted.

Each Partner under the coordination of the O'ahu Operator, agrees to cross-train and cross-inform fellow Partner program staff in making initial eligibility determinations of participants on which to base the participant's referral. This training may be conducted in groups, by shadowing staff, through field trips or site visits of Partner programs, or through other strategies as determined by the Partners.

### Duration of the MOU with Procedures for Amending the MOU

The period of performance shall commence on July 1, 2011 and terminate on June 30, 2013 unless otherwise terminated by written agreement by both parties.

The OWIB may elect to amend these MOUs by mutual agreement of the Partners. Any such modification will be preceded by written notice to all Partners in the One-Stop System of intent to modify and the purpose of such modification.

### Resource Sharing Agreement

The "Resource Sharing Agreement" (RSA), attached hereto as Attachment B, is a plan and supporting documentation for the process used by the One-Stop Operator and Partners to define, allocate and fund the shared costs of the One-Stop Center System. The RSA allows Partner agencies to fund allocated costs through mechanisms in addition to cash transfers. This is important as some Partner agencies are restricted by law, regulation, or policy from paying cash for costs allocated to them. NOTE: The MOU is a formal agreement of the Partner programs requiring authorized signatures by Partner agency officials and the OWIB for enactment and modification. However, by design, the RSA is a document that will change, as the actual costs incurred by the partners become known. Therefore, the RSA supporting this MOU is incorporated by reference herein, allowing it to be revised as needed, without requiring a formal amendment of the MOU.

Under the Resource Sharing Agreement, the Partner agencies will agree on a cost allocation plan, and how they will pay their proportional share of the One-Stop Core services costs, as determined by this MOU's Cost Allocation Plan.

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

O'AHU WORKFORCE INVESTMENT BOARD

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

DIVISION OF VOCATIONAL REHABILITATION  
AND SERVICES TO THE BLIND  
STATE DEPARTMENT OF HUMAN SERVICES

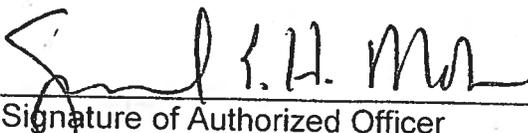
  
\_\_\_\_\_  
Signature of Authorized Officer

MAY 26 2011

\_\_\_\_\_  
Date

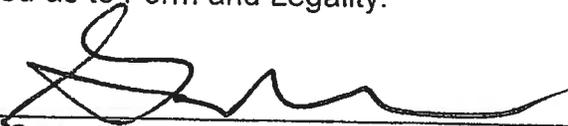
Susan Foard, Assistant Administrator  
Division of Vocational Rehabilitation and  
Services for the Blind  
State Department of Human Services  
1901 Bachelot Street  
Honolulu, HI 96817

APPROVED:  
Department of Community Services

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

  
\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

O'AHU WORKFORCE INVESTMENT BOARD

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

DIVISION OF VOCATIONAL REHABILITATION  
AND SERVICES TO THE BLIND  
STATE DEPARTMENT OF HUMAN SERVICES

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Susan Foard, Assistant Administrator  
Division of Vocational Rehabilitation and  
Services for the Blind  
State Department of Human Services  
1901 Bachelot Street  
Honolulu, HI 96817

APPROVED:  
Department of Community Services

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

## ATTACHMENT – A

The Hawaii State Department of Human Services' Vocational Rehabilitation & Service for the Blind Division (HVRSD), O'ahu Branch, a mandated partner in O'ahu's One-Stop delivery system representing Rehabilitation Act employment and training programs (WIA Title I, Subtitle D), in addition to the services in common with all other mandatory partners under the WIA, further agrees to:

1. Provide O'ahu WorkLinks (OWL) One-Stop Center and customers with information concerning the services and eligibility requirements of the HVRSD program. Services available to eligible participants may include: assessment, vocational rehabilitation counseling and guidance, referral to other agencies, rehabilitation technology services, job placement and follow-up, personal attendant services, reader services for the blind, interpreter services to family members, occupational licenses, tools and equipment, supported employment services and other goods and services. This information will be provided through the HVRSD brochure and Annual Report.
2. Assign HVRSD staff to be out-stationed for at least four (4) hours per week at the Dillingham Comprehensive OWL Center to provide needed Vocational Rehabilitation services to HVRSD eligible OWL customers.
3. Provide OWL customers at the Dillingham Comprehensive OWL Center with assistance in completing the HVRSD referral and application forms.
4. Provide applicants for HVRSD services at the Dillingham Comprehensive OWL Center with intake interviews and assessments to determine their eligibility for HVRSD services. Eligible applicants will work with a Vocational Rehabilitation Specialist in developing their Individual Employment Plan (IEP) and its implementation.
5. Provide orientation to and participate in cross training of OWL Center staff and other interested partners by sharing information on eligibility requirements, programs, and services provided by HVRSD.
6. Participate in and support the One-Stop Center System customer referral system, as describe in the "GENERAL PROVISIONS" (Item 4) and the "Methods of Referral" sections of this Memorandum of Understanding.
7. Inform and refer HVRSD customers on O'ahu to appropriate WIA and/or other O'ahu One-Stop delivery system Partner services.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OAHU WORKFORCE INVESTMENT BOARD  
AND  
WORKFORCE DEVELOPMENT DIVISION, OAHU BRANCH  
STATE OF HAWAII, DEPT. OF LABOR & INDUSTRIAL RELATIONS**

---

This Memorandum of Understanding (MOU) is entered into between the O'ahu Workforce Investment Board (OWIB) and the O'ahu One-Stop System Partners (Partners) for the purpose of establishing the respective roles and responsibilities of mandatory partners in the implementation of the One-Stop System on O'ahu and to satisfy the provisions of Section 121 of Title I of the Workforce Investment Act of 1998 (WIA). Each mandatory partner program has entered into this MOU with the OWIB in the spirit of collaboration and cooperation.

**BACKGROUND**

Section 118(b)(2)(B) of the WIA specifies that MOU be submitted by the local workforce investment board as part of the local 5-Year Strategic Plan. These MOUs must be entered into [according to WIA Final Rules, 20 CFR Part 661.350 (3)(ii)] between the local board and each of the Partners concerning the operation of the local One-Stop System.

The O'ahu Workforce Investment Board was appointed by the Mayor of the City and County of Honolulu and was established under WIA for the purpose of developing the local workforce investment plan and for performing the required functions described in Section 117(d) of the WIA.

**GUIDING PRINCIPLES**

The OWIB and all Partners agree to abide by the provisions of the WIA and its regulations, and to establish and implement processes and procedures to offer education, human services, job training, and other workforce development services to employers, employees, and job seekers on O'ahu. Services will be delivered by multiple partners through a seamless, integrated One-Stop System requiring partner agencies to work cooperatively under direction of the O'ahu One-Stop Center System Operator (O'ahu Operator), and to coordinate their resources to ensure effective and efficient delivery of workforce services to all customers.

Parties to this document shall perform the activities and services described herein within the scope of other legislative requirements which may govern the parties' respective programs, services and agencies, and enter into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 be implemented:

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

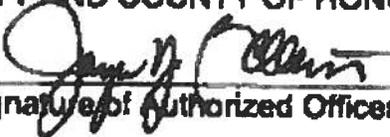
**O'AHU WORKFORCE INVESTMENT BOARD**

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

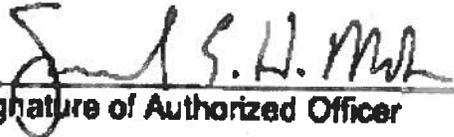
**WORKHAWAII, DEPT. OF COMMUNITY SERVICES  
CITY AND COUNTY OF HONOLULU**

  
\_\_\_\_\_  
Signature of Authorized Officer

01/27/12  
\_\_\_\_\_  
Date

Joyce Bellino, Assistant Superintendent  
1390 Miller Street  
Honolulu, Hawaii 96813

**APPROVED:  
Department of Community Services**

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

**Approved as to Form and Legality:**

  
\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

O'AHU WORKFORCE INVESTMENT BOARD

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

WORKHAWAII, DEPT. OF COMMUNITY SERVICES  
CITY AND COUNTY OF HONOLULU

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Joyce Bollino, Assistant Superintendent  
1390 Miller Street  
Honolulu, Hawaii 96813

APPROVED:  
Department of Community Services

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

## ATTACHMENT – A

The Hawaii State Department of Education / Oahu Community School for Adults (OCSA), a mandated partner in O`ahu's One-Stop delivery system representing Adult Education and Family Literacy Act programs, in addition to the services in common with all other mandatory partners under the WIA, further agrees to:

1. Provide O`ahu WorkLinks (OWL) One-Stop Center and customers with information concerning the performance and cost of OCSA programs assisted under section 231 of Title II of the Workforce Investment act of 1998. Information will be provided through OSCA brochures for summer, fall and spring semesters.
2. Provide OWL customers upon referral by the OWL Centers, with initial assessments of basic skill levels and educational needs for the purposes of determining eligibility for, and appropriate placement in, OCSA programs funded under section 231.
3. Provide OCSA application forms and catalogs at OWL Centers.
4. Provide information to OWL customers on admissions, eligibility, programs and services offered throughout the OCSA System. Information is available through OSCA brochures and through the websites of the individual CSAs
5. Provide orientation to and participate in cross training of OWL Center staff and other interested partners by sharing information on admissions, eligibility requirements, programs, and services offered throughout the OCSA system.
6. Provide OCSA registration services to customers on site at the OWL Centers by providing staff development on CSA registration procedures to OWL Center staff or funding to support OWL in registration for CSA programs or assignment of CSA staff to the OWL Centers. Each CSA will work with the OWL Center in its geographical region to determine the best option to assure CSA registration services are available at the OWL Center.
7. Provide annual orientation at the OWL Centers on the availability of CSA programs, High School Diploma Programs (including GED and CB), and Work Place Readiness courses.
8. Participate in and support the One-Stop Center System customer referral system, as describe in the "GENERAL PROVISIONS" (Item 4) and the "Methods of Referral" sections of this Memorandum of Understanding.
9. Inform and refer OCSA students on O`ahu to appropriate WIA and/or other O`ahu One-Stop delivery system Partner services.
10. When possible or appropriate, provide CSA courses at the One-Stop Centers.
11. Accept and provide appropriate educational services for students referred by the OWL Centers.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OAHU WORKFORCE INVESTMENT BOARD  
AND  
RESPITE COMPANION SERVICE PROGRAM  
STATE OF HAWAII, DEPARTMENT OF HUMAN SERVICES**

---

This Memorandum of Understanding (MOU) is entered into between the O'ahu Workforce Investment Board (OWIB) and the O'ahu One-Stop System Partners (Partners) for the purpose of establishing the respective roles and responsibilities of mandatory partners in the implementation of the One-Stop System on O'ahu and to satisfy the provisions of Section 121 of Title I of the Workforce Investment Act of 1998 (WIA). Each mandatory partner program has entered into this MOU with the OWIB in the spirit of collaboration and cooperation.

**BACKGROUND**

Section 118(b)(2)(B) of the WIA specifies that MOU be submitted by the local workforce investment board as part of the local 5-Year Strategic Plan. These MOUs must be entered into [according to WIA Final Rules, 20 CFR Part 661.350 (3)(ii)] between the local board and each of the Partners concerning the operation of the local One-Stop System.

The O'ahu Workforce Investment Board was appointed by the Mayor of the City and County of Honolulu and was established under WIA for the purpose of developing the local workforce investment plan and for performing the required functions described in Section 117(d) of the WIA.

**GUIDING PRINCIPLES**

The OWIB and all Partners agree to abide by the provisions of the WIA and its regulations, and to establish and implement processes and procedures to offer education, human services, job training, and other workforce development services to employers, employees, and job seekers on O'ahu. Services will be delivered by multiple partners through a seamless, integrated One-Stop System requiring partner agencies to work cooperatively under direction of the O'ahu One-Stop Center System Operator (O'ahu Operator), and to coordinate their resources to ensure effective and efficient delivery of workforce services to all customers.

Parties to this document shall perform the activities and services described herein within the scope of other legislative requirements which may govern the parties' respective programs, services and agencies, and enter into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 be implemented:

- Universal Eligibility – All customers, including those job-seeking customers with special needs and barriers to employment, will have access to a core set of services at each One-Stop Center, designated to provide information to make career and labor market decisions.
- One-Stop Approach – All customers may explore labor market, work preparation and career development services and have access to information on a range of employment, training, and adult and occupational education programs. These services will be made available at each of the One-Stop Centers and be accessible through multiple off-site locations, including sites of mandatory and voluntary partners, either through personal referrals or counseling, or through an electronic system.
- Individual Choice – Current and potential members of the O’ahu workforce will have access to career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.
- Greater State and Local Flexibility – With the integration of services through a One-Stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system.
- Greater Accountability – the OWIB, the mandatory WIA partners, the One-Stop Center System operator, and the training providers will be held accountable for their performance. Federal and state performance standards as well as customer satisfaction surveys will be used to measure performance-based outcomes. The design and management of the One-Stop Center System and the delivery of services will be responsive to meeting the needs of the customer, and customer satisfaction will be a key measure of accountability.

## GENERAL PROVISIONS

The OWIB shall design and oversee a One-Stop System that will:

- Enhance participation and performance of the customers served through the system, eliminate unwarranted duplication of services, and reduce administrative costs.
- Establish guidelines for creating and maintaining a cooperative working relationship, facilitate joint planning and evaluation of services, and develop more efficient management of limited financial and human resources within local service delivery programs.

- Build a service delivery system that will dramatically upgrade workplace skills, economically benefiting the workforce, employers, the City and State.

It is the intent for each Partner to specifically participate in the One-Stop System as described in their Partner-specific Attachment A to this Memorandum of Understanding. Each Partner further agrees to:

1. Assist in the development and implementation of procedures and policies for the O'ahu One-Stop Center System.
2. Collaborate to provide services to all customers (job seekers, underemployed, and employers) through a One-Stop delivery system.
3. Provide for self-service or staff assisted service access to the range of labor market and career development services.
4. Participate in an integrated intake, referral, and client tracking system operating through the One-Stop System and subject to confidentiality constraints.
5. Meet with Partners to jointly consider the development of mutually beneficial processes for client assessment, case management, job development, referral and placement, staff capacity building, and resolution of disputes with other system Partners.
6. Refer unresolved disputes regarding the implementation of agreed upon provisions of a Partner's MOU to the O'ahu Operator's Consortium Executive Team, via the Consortium Executive Officer. Any dispute the Executive Team is unable to resolve with a One-Stop System Partner shall be formally reported by the Consortium Executive Officer and to the OWIB, via the OWIB Executive Director.
7. Jointly share technology and client information with other system Partners, subject to confidentiality and program limitations.
8. Share the costs of information access in exchange for participation in the One-Stop System to the extent that its program regulations permit and in accordance with the Cost Allocation Plan described in the Resource Sharing Agreement, attached hereto.

9. Participate in joint planning processes that will assist all Partners, the One-Stop Center System Operator, and the OWIB in identifying the needs of the local workforce and the business community, and help set priorities for services based on those needs.
10. Participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration.
11. Assure responsiveness of services to customer (employer, job seeker, and unemployed) needs by surveying customer satisfaction.
12. Comply with all existing laws and regulations, and in particular, to assure that all One-Stop delivery services are provided at sites that are in compliance with the Americans with Disabilities Amendment Act.
13. Accept accountability for its contributions towards achieving program goals.

#### **MISSION STATEMENT OF THE OWIB**

The board approved mission of the OWIB is: "The Oahu Workforce Investment Board invests in human capital. We believe that a vibrant workforce plays an integral role in the well being of the local economy. To support our local economy, the Oahu Workforce Investment Board (OWIB) collaborates with industry leaders and government to help Oahu's business grow, train and sustain a globally competitive workforce. "

To achieve these ends, the Resource Sharing Agreement attached to this MOU identifies the means in which each One-Stop System Partner will contribute to a fair share of the operating costs for the provision of core services in the seven One-Stop Centers on O'ahu. Basic content requirements of the MOU are covered in Section 121(c)(2) of the WIA and include the following provisions:

- The services to be provided through the One-Stop delivery system;
- Methods for referral of individuals between the One-Stop Centers and the One-Stop System Partners, for the appropriate services and activities;
- The duration of the memorandum and the procedures for amending the memorandum during the term of the memorandum; and
- How the costs of such services and operating costs of the system will be funded.

## Core (1) Services Provided Through the One-Stop Delivery System

The Partners agree that services delivery within the One-Stop System will be coordinated by the O'ahu One-Stop Center System Operator which has been designated by the OWIB as the O'ahu Consortium made up of three agencies: ALU LIKE, Inc.; the Workforce Development Division (WDD), State of Hawaii, Department of Labor and Industrial Relations; and WorkHawaii, City and County of Honolulu, Department of Community Services.

Services offered through the O'ahu One-Stop System are provided to three customer groups: employers, job seekers, and underemployed workers. Employer Service and "Core (1)" (hereafter, simply "Core") Job Seeker Services (as specified in Section 134(d)(2) of the WIA) are provided through all the Centers and include:

### A. EMPLOYER SERVICES

Parties to the MOU acknowledge that employers are primary One-Stop System customer and agree that specific employer services to be provided through the One-Stop Centers include but are not limited to:

1. Tax credit or I-9 processing information;
2. Assessment of client skills, interests, aptitude and /or work values of applicants prior to referral;
3. Job specification development;
4. Business fee or licensing information;
5. Business assistance center referral;
6. Interviewing facilities;
7. Customized training;
8. Skills training for incumbent workers;
9. Job readiness training information;
10. Information on filing Unemployment Insurance & Workers Compensation claims;
11. Program information and preliminary screening for program eligibility of prospective employees;
12. Information on eligibility for housing assistance or other support services;

### B. JOB SEEKERS

Parties to the MOU acknowledge that job seekers and unemployed workers are also primary One-stop System customers and agree that specific core employment services to be provided through the One-Stop Centers include but are not limited to:

1. Determination of individual eligibility for WIA services;
2. Outreach, intake and orientation to the information and services available through the One-Stop Centers;

3. Initial assessment of skills, aptitudes, abilities, and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment statistics information and labor market information such as jobs, local demand occupations, earnings. And skill requirements;
6. Access to performance information and program cost information on eligible providers of training services;
7. Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the One-Stop Center System;
8. Provision of accurate information relating to the availability of supportive services, including child care and transportation available in the local area, and referral to such service, as appropriate;
9. Provision of information regarding filing claims for unemployment compensation;
10. Assistance in providing information on programs of financial aid assistance for training and education programs;
11. Follow-up services, including counseling regarding the workplace, for WIA participants who are place in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate; and
12. Other core services as determined by a One-Stop System Partner agency's governing legislation.

These Job Seeker core employment services mandated by the WIA will be available at each of the seven One-Stop Centers and are accessible through designated offices operated by the remaining mandatory partners and other interested entities. The designated One-Stop Centers on O'ahu include:

| <u>CENTER</u>                      | <u>ADDRESS</u>  |
|------------------------------------|---|
| Dillingham Plaza                   | 1505 Dillingham Blvd., Room 110<br>Honolulu, HI 96817 |
| Hauula Civic Center<br>(Satellite) | 54-050 Kukuna Road<br>Hauula, HI 96717                |
| Honolulu Office                    | 830 Punchbowl Street, Room 112<br>Honolulu, HI 96813  |
| Kaneohe Office<br>(Satellite)      | 45-005 Kawa Street, Suite 205<br>Kaneohe, HI 96744    |

Kapolei Office  
(Satellite)

601 Kamokila Blvd, Room 588  
Kapolei, HI 96707

Waianae Neighborhood Community Center

85-670 Farrington Highway  
Waianae, HI 96792

Waipahu Civic Center

94-275 Mokuola Street, Room 300  
Waipahu, HI 96797

### Method of Referral

The O'ahu One-Stop System Partners, under the direction of the O'ahu Operator, agree to develop, implement and continually improve a system to intake, orient, identify, refer and track individuals who enter the system and are eligible for various Partner programs as set forth by their federal regulations.

Individuals entering the system will receive basic service and eligibility information on all O'ahu partner programs. Interested individuals will receive an initial assessment of their possible program eligibility with the assistance of a One-Stop Center staff.

Referrals to co-located or other located O'ahu Partner program staff will be made with a One-Stop Partner program information and referral form, which will be mutually agreed upon and adopted by all Partners with their commitment to continually improve and make modifications based on changing requirements. This form will include general information on Partner program services and eligibility criteria. The referral section of this form will be completed with relevant information on the individual being referred, as well as the name, address, and phone number of the Partner program staff who will be contacted.

Each Partner under the coordination of the O'ahu Operator, agrees to cross-train and cross-inform fellow Partner program staff in making initial eligibility determinations of participants on which to base the participant's referral. This training may be conducted in groups, by shadowing staff, through field trips or site visits of Partner programs, or through other strategies as determined by the Partners.

### Duration of the MOU with Procedures for Amending the MOU

The period of performance shall commence on July 1, 2011 and terminate on June 30, 2013 unless otherwise terminated by written agreement by both parties.

The OWIB may elect to amend these MOUs by mutual agreement of the Partners. Any such modification will be preceded by written notice to all Partners in the One-Stop System of intent to modify and the purpose of such modification.

### Resource Sharing Agreement

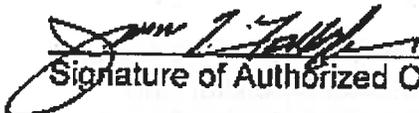
The "Resource Sharing Agreement" (RSA), attached hereto as Attachment B, is a plan and supporting documentation for the process used by the One-Stop Operator and Partners to define, allocate and fund the shared costs of the One-Stop Center System. The RSA allows Partner agencies to fund allocated costs through mechanisms in addition to cash transfers. This is important as some Partner agencies are restricted by law, regulation, or policy from paying cash for costs allocated to them. NOTE: The MOU is a formal agreement of the Partner programs requiring authorized signatures by Partner agency officials and the OWIB for enactment and modification. However, by design, the RSA is a document that will change, as the actual costs incurred by the partners become known. Therefore, the RSA supporting this MOU is incorporated by reference herein, allowing it to be revised as needed, without requiring a formal amendment of the MOU.

Under the Resource Sharing Agreement, the Partner agencies will agree on a cost allocation plan, and how they will pay their proportional share of the One-Stop Core services costs, as determined by this MOU's Cost Allocation Plan.

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

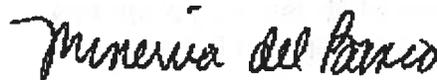
O'AHU WORKFORCE INVESTMENT BOARD

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

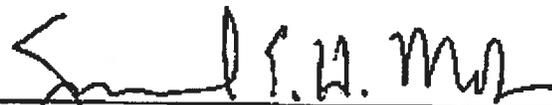
RESPIRE COMPANION SERVICE PROGRAM  
STATE DEPARTMENT OF HUMAN SERVICES

  
\_\_\_\_\_  
Signature of Authorized Officer

5/26/11  
\_\_\_\_\_  
Date

Minerva del Banco, Program Specialist  
Respite Companion Service Program  
State Dept. of Human Services  
420 Waiakamilo Road, #202  
Honolulu, HI 96817

APPROVED:  
Department of Community Services

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

  
\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

O'AHU WORKFORCE INVESTMENT BOARD

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

RESPITE COMPANION SERVICE PROGRAM  
STATE DEPARTMENT OF HUMAN SERVICES

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Minerva del Banco, Program Specialist  
Respite Companion Service Program  
State Dept. of Human Services  
420 Waiakamilo Road, #202  
Honolulu, HI 96817

APPROVED:  
Department of Community Services

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

## ATTACHMENT – A

The State Department of Human Services, Respite Companion Service Program (RCSP), a mandated partner in O`ahu's One-Stop delivery system representing the Senior Community Service Employment Program (SCSEP), in addition to the services in common with all other mandatory partners under WIA, further agrees to:

1. Provide OWL customers and Partner agencies information concerning the services and eligibility requirements of RCSP's Senior Community Service Employment Program and training programs. Information will be provided via printed material, in the OWL Centers.
2. Provide orientation to and participate in cross training of OWL Center staff and other interested partners by sharing information on eligibility requirement, programs and services provided by Respite Companion Service Program.
3. Participate in and support the One-Stop Center System customer referral system, as describe in the "GENERAL PROVISIONS" (Item 4) and the "Methods of Referral" sections of this Memorandum of Understanding.
4. Inform and refer RCSP customers on O`ahu to appropriate WIA and/or other O`ahu One-Stop delivery system Partner services.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OAHU WORKFORCE INVESTMENT BOARD  
AND  
VOCATIONAL REHABILITATION AND SERVICES FOR THE BLIND  
STATE OF HAWAII, DEPT. OF HUMAN SERVICES**

---

This Memorandum of Understanding (MOU) is entered into between the O'ahu Workforce Investment Board (OWIB) and the O'ahu One-Stop System Partners (Partners) for the purpose of establishing the respective roles and responsibilities of mandatory partners in the implementation of the One-Stop System on O'ahu and to satisfy the provisions of Section 121 of Title I of the Workforce Investment Act of 1998 (WIA). Each mandatory partner program has entered into this MOU with the OWIB in the spirit of collaboration and cooperation.

**BACKGROUND**

Section 118(b)(2)(B) of the WIA specifies that MOU be submitted by the local workforce investment board as part of the local 5-Year Strategic Plan. These MOUs must be entered into [according to WIA Final Rules, 20 CFR Part 661.350 (3)(ii)] between the local board and each of the Partners concerning the operation of the local One-Stop System.

The O'ahu Workforce Investment Board was appointed by the Mayor of the City and County of Honolulu and was established under WIA for the purpose of developing the local workforce investment plan and for performing the required functions described in Section 117(d) of the WIA.

**GUIDING PRINCIPLES**

The OWIB and all Partners agree to abide by the provisions of the WIA and its regulations, and to establish and implement processes and procedures to offer education, human services, job training, and other workforce development services to employers, employees, and job seekers on O'ahu. Services will be delivered by multiple partners through a seamless, integrated One-Stop System requiring partner agencies to work cooperatively under direction of the O'ahu One-Stop Center System Operator (O'ahu Operator), and to coordinate their resources to ensure effective and efficient delivery of workforce services to all customers.

Parties to this document shall perform the activities and services described herein within the scope of other legislative requirements which may govern the parties' respective programs, services and agencies, and enter into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 be implemented:

- Universal Eligibility – All customers, including those job-seeking customers with special needs and barriers to employment, will have access to a core set of services at each One-Stop Center, designated to provide information to make career and labor market decisions.
- One-Stop Approach – All customers may explore labor market, work preparation and career development services and have access to information on a range of employment, training, and adult and occupational education programs. These services will be made available at each of the One-Stop Centers and be accessible through multiple off-site locations, including sites of mandatory and voluntary partners, either through personal referrals or counseling, or through an electronic system.
- Individual Choice – Current and potential members of the O’ahu workforce will have access to career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.
- Greater State and Local Flexibility – With the integration of services through a One-Stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system.
- Greater Accountability – the OWIB, the mandatory WIA partners, the One-Stop Center System operator, and the training providers will be held accountable for their performance. Federal and state performance standards as well as customer satisfaction surveys will be used to measure performance-based outcomes. The design and management of the One-Stop Center System and the delivery of services will be responsive to meeting the needs of the customer, and customer satisfaction will be a key measure of accountability.

## GENERAL PROVISIONS

The OWIB shall design and oversee a One-Stop System that will:

- Enhance participation and performance of the customers served through the system, eliminate unwarranted duplication of services, and reduce administrative costs.
- Establish guidelines for creating and maintaining a cooperative working relationship, facilitate joint planning and evaluation of services, and develop more efficient management of limited financial and human resources within local service delivery programs.

- Build a service delivery system that will dramatically upgrade workplace skills, economically benefiting the workforce, employers, the City and State.

It is the intent for each Partner to specifically participate in the One-Stop System as described in their Partner-specific Attachment A to this Memorandum of Understanding. Each Partner further agrees to:

1. Assist in the development and implementation of procedures and policies for the O'ahu One-Stop Center System.
2. Collaborate to provide services to all customers (job seekers, underemployed, and employers) through a One-Stop delivery system.
3. Provide for self-service or staff assisted service access to the range of labor market and career development services.
4. Participate in an integrated intake, referral, and client tracking system operating through the One-Stop System and subject to confidentiality constraints.
5. Meet with Partners to jointly consider the development of mutually beneficial processes for client assessment, case management, job development, referral and placement, staff capacity building, and resolution of disputes with other system Partners.
6. Refer unresolved disputes regarding the implementation of agreed upon provisions of a Partner's MOU to the O'ahu Operator's Consortium Executive Team, via the Consortium Executive Officer. Any dispute the Executive Team is unable to resolve with a One-Stop System Partner shall be formally reported by the Consortium Executive Officer and to the OWIB, via the OWIB Executive Director.
7. Jointly share technology and client information with other system Partners, subject to confidentiality and program limitations.
8. Share the costs of information access in exchange for participation in the One-Stop System to the extent that its program regulations permit and in accordance with the Cost Allocation Plan described in the Resource Sharing Agreement, attached hereto.

9. Participate in joint planning processes that will assist all Partners, the One-Stop Center System Operator, and the OWIB in identifying the needs of the local workforce and the business community, and help set priorities for services based on those needs.
10. Participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration.
11. Assure responsiveness of services to customer (employer, job seeker, and unemployed) needs by surveying customer satisfaction.
12. Comply with all existing laws and regulations, and in particular, to assure that all One-Stop delivery services are provided at sites that are in compliance with the Americans with Disabilities Amendment Act.
13. Accept accountability for its contributions towards achieving program goals.

#### **MISSION STATEMENT OF THE OWIB**

The board approved mission of the OWIB is: "The Oahu Workforce Investment Board invests in human capital. We believe that a vibrant workforce plays an integral role in the well being of the local economy. To support our local economy, the Oahu Workforce Investment Board (OWIB) collaborates with industry leaders and government to help Oahu's business grow, train and sustain a globally competitive workforce. "

To achieve these ends, the Resource Sharing Agreement attached to this MOU identifies the means in which each One-Stop System Partner will contribute to a fair share of the operating costs for the provision of core services in the seven One-Stop Centers on O'ahu. Basic content requirements of the MOU are covered in Section 121(c)(2) of the WIA and include the following provisions:

- The services to be provided through the One-Stop delivery system;
- Methods for referral of individuals between the One-Stop Centers and the One-Stop System Partners, for the appropriate services and activities;
- The duration of the memorandum and the procedures for amending the memorandum during the term of the memorandum; and
- How the costs of such services and operating costs of the system will be funded.

## Core (1) Services Provided Through the One-Stop Delivery System

The Partners agree that services delivery within the One-Stop System will be coordinated by the O'ahu One-Stop Center System Operator which has been designated by the OWIB as the O'ahu Consortium made up of three agencies: ALU LIKE, Inc.; the Workforce Development Division (WDD), State of Hawaii, Department of Labor and Industrial Relations; and WorkHawaii, City and County of Honolulu, Department of Community Services.

Services offered through the O'ahu One-Stop System are provided to three customer groups: employers, job seekers, and underemployed workers. Employer Service and "Core (1)" (hereafter, simply "Core") Job Seeker Services (as specified in Section 134(d)(2) of the WIA) are provided through all the Centers and include:

### A. EMPLOYER SERVICES

Parties to the MOU acknowledge that employers are primary One-Stop System customer and agree that specific employer services to be provided through the One-Stop Centers include but are not limited to:

1. Tax credit or I-9 processing information;
2. Assessment of client skills, interests, aptitude and /or work values of applicants prior to referral;
3. Job specification development;
4. Business fee or licensing information;
5. Business assistance center referral;
6. Interviewing facilities;
7. Customized training;
8. Skills training for incumbent workers;
9. Job readiness training information;
10. Information on filing Unemployment Insurance & Workers Compensation claims;
11. Program information and preliminary screening for program eligibility of prospective employees;
12. Information on eligibility for housing assistance or other support services;

### B. JOB SEEKERS

Parties to the MOU acknowledge that job seekers and unemployed workers are also primary One-stop System customers and agree that specific core employment services to be provided through the One-Stop Centers include but are not limited to:

1. Determination of individual eligibility for WIA services;
2. Outreach, intake and orientation to the information and services available through the One-Stop Centers;

3. Initial assessment of skills, aptitudes, abilities, and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment statistics information and labor market information such as jobs, local demand occupations, earnings. And skill requirements;
6. Access to performance information and program cost information on eligible providers of training services;
7. Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the One-Stop Center System;
8. Provision of accurate information relating to the availability of supportive services, including child care and transportation available in the local area, and referral to such service, as appropriate;
9. Provision of information regarding filing claims for unemployment compensation;
10. Assistance in providing information on programs of financial aid assistance for training and education programs;
11. Follow-up services, including counseling regarding the workplace, for WIA participants who are placed in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate; and
12. Other core services as determined by a One-Stop System Partner agency's governing legislation.

These Job Seeker core employment services mandated by the WIA will be available at each of the seven One-Stop Centers and are accessible through designated offices operated by the remaining mandatory partners and other interested entities. The designated One-Stop Centers on O'ahu include:

| <u>CENTER</u>                      | <u>ADDRESS</u>  |
|------------------------------------|---|
| Dillingham Plaza                   | 1505 Dillingham Blvd., Room 110<br>Honolulu, HI 96817 |
| Hauula Civic Center<br>(Satellite) | 54-050 Kukuna Road<br>Hauula, HI 96717                |
| Honolulu Office                    | 830 Punchbowl Street, Room 112<br>Honolulu, HI 96813  |
| Kaneohe Office<br>(Satellite)      | 45-005 Kawa Street, Suite 205<br>Kaneohe, HI 96744    |

Kapolei Office  
(Satellite)

601 Kamokila Blvd, Room 588  
Kapolei, HI 96707

Waianae Neighborhood Community Center

85-670 Farrington Highway  
Waianae, HI 96792

Waipahu Civic Center

94-275 Mokuola Street, Room 300  
Waipahu, HI 96797

### Method of Referral

The O'ahu One-Stop System Partners, under the direction of the O'ahu Operator, agree to develop, implement and continually improve a system to intake, orient, identify, refer and track individuals who enter the system and are eligible for various Partner programs as set forth by their federal regulations.

Individuals entering the system will receive basic service and eligibility information on all O'ahu partner programs. Interested individuals will receive an initial assessment of their possible program eligibility with the assistance of a One-Stop Center staff.

Referrals to co-located or other located O'ahu Partner program staff will be made with a One-Stop Partner program information and referral form, which will be mutually agreed upon and adopted by all Partners with their commitment to continually improve and make modifications based on changing requirements. This form will include general information on Partner program services and eligibility criteria. The referral section of this form will be completed with relevant information on the individual being referred, as well as the name, address, and phone number of the Partner program staff who will be contacted.

Each Partner under the coordination of the O'ahu Operator, agrees to cross-train and cross-inform fellow Partner program staff in making initial eligibility determinations of participants on which to base the participant's referral. This training may be conducted in groups, by shadowing staff, through field trips or site visits of Partner programs, or through other strategies as determined by the Partners.

### Duration of the MOU with Procedures for Amending the MOU

The period of performance shall commence on July 1, 2011 and terminate on June 30, 2013 unless otherwise terminated by written agreement by both parties.

The OWIB may elect to amend these MOUs by mutual agreement of the Partners. Any such modification will be preceded by written notice to all Partners in the One-Stop System of intent to modify and the purpose of such modification.

### Resource Sharing Agreement

The "Resource Sharing Agreement" (RSA), attached hereto as Attachment B, is a plan and supporting documentation for the process used by the One-Stop Operator and Partners to define, allocate and fund the shared costs of the One-Stop Center System. The RSA allows Partner agencies to fund allocated costs through mechanisms in addition to cash transfers. This is important as some Partner agencies are restricted by law, regulation, or policy from paying cash for costs allocated to them. NOTE: The MOU is a formal agreement of the Partner programs requiring authorized signatures by Partner agency officials and the OWIB for enactment and modification. However, by design, the RSA is a document that will change, as the actual costs incurred by the partners become known. Therefore, the RSA supporting this MOU is incorporated by reference herein, allowing it to be revised as needed, without requiring a formal amendment of the MOU.

Under the Resource Sharing Agreement, the Partner agencies will agree on a cost allocation plan, and how they will pay their proportional share of the One-Stop Core services costs, as determined by this MOU's Cost Allocation Plan.

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

O'AHU WORKFORCE INVESTMENT BOARD

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

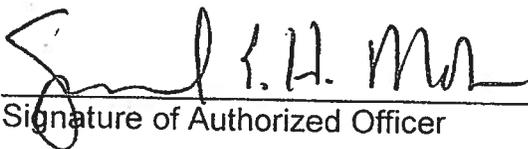
DIVISION OF VOCATIONAL REHABILITATION  
AND SERVICES TO THE BLIND  
STATE DEPARTMENT OF HUMAN SERVICES

  
\_\_\_\_\_  
Signature of Authorized Officer

MAY 26 2011  
\_\_\_\_\_  
Date

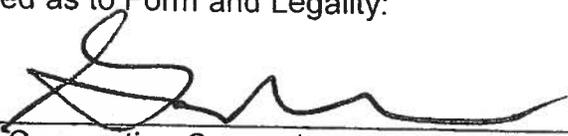
Susan Foard, Assistant Administrator  
Division of Vocational Rehabilitation and  
Services for the Blind  
State Department of Human Services  
1901 Bachelot Street  
Honolulu, HI 96817

APPROVED:  
Department of Community Services

  
\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

  
\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

By signing this agreement, the parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to One-Stop Center customers.

By signatures affixed below, the parties specify their agreement:

O'AHU WORKFORCE INVESTMENT BOARD

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

James Tollefson, Chair  
1132 Bishop Street, Suite 402  
Honolulu, HI 96813

DIVISION OF VOCATIONAL REHABILITATION  
AND SERVICES TO THE BLIND  
STATE DEPARTMENT OF HUMAN SERVICES

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Susan Foard, Assistant Administrator  
Division of Vocational Rehabilitation and  
Services for the Blind  
State Department of Human Services  
1901 Bachelot Street  
Honolulu, HI 96817

APPROVED:  
Department of Community Services

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date

MEMORANDUM FOR THE DIRECTOR

RE: [Illegible text]

## Appendix 8

### Resource Sharing Agreements

**RESOURCE SHARING AGREEMENTS:**

Resource Sharing Agreements are appended to each MOU.  
Please see Appendix 7

## Appendix 9

### Public Comments to Local Plan (draft)

There have been no public comment  
at this time.



no later than 21 days after payment of all costs related to the sale, (6) Purchaser is responsible for all title insurance, however, availability of title or other insurance shall not be a condition of closing; (7) Purchaser is responsible for obtaining possession after closing; (8) any delay in performance by Purchaser which prevents the closing from occurring within 45 days after the auction shall cause Association to sustain damages in amounts which will be difficult to ascertain. In the event the sale does not close because of any delay in performance by Purchaser as herein stated, the 10% down payment may be retained by Association as liquidated damages and not as a penalty; (9) Association's sole liability shall be the return of the bid funds tendered by Purchaser. Purchaser shall have no further recourse against Association, or its officers, members, directors, agents, attorneys, servicers and auctioneers; and (10) the sale may be postponed from time to time by public announcement made by Association or someone acting on its behalf.

"THE DEFAULT MAY BE CURED NO LATER THAN THREE BUSINESS DAYS BEFORE THE DATE OF THE PUBLIC SALE OF THE PROPERTY BY PAYING THE ENTIRE AMOUNT WHICH WOULD BE OWED TO THE ASSOCIATION UP TO THE DATE OF PAYMENT, PLUS THE ATTORNEY'S FEES AND COSTS, AND ALL OTHER FEES AND COSTS INCURRED BY THE ASSOCIATION RELATED TO THE DEFAULT, UNLESS OTHERWISE AGREED TO BETWEEN THE ASSOCIATION AND THE OWNER(S). THERE IS NO RIGHT TO CURE THE DEFAULT OR ANY RIGHT OF REDEMPTION AFTER THAT TIME. IF THE DEFAULT IS SO CURED, THE PUBLIC SALE SHALL BE CANCELED."

Inquiries should be directed to the attorney for the Association, Kapono F. H. Kikona, 841 Bishop Street, 1500 Davies Pacific Center, Honolulu, Hawaii 96813; Tel: 808-539-1100. (SA603363 3/26, 4/2, 4/9/13)

Notices to Motorists

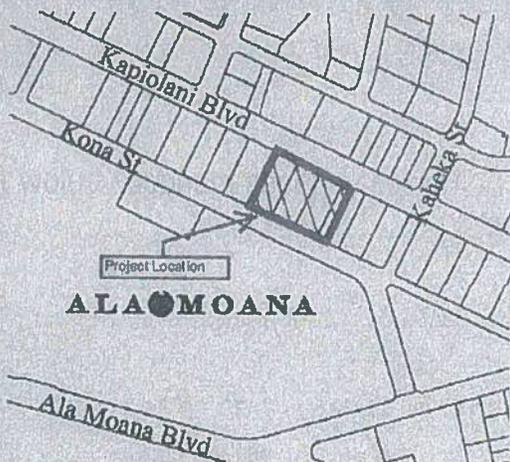
Notices to Motorists

Notices to Motorists

Abandoned Property

## PUBLIC NOTICE

### ONE Ala Moana Kona Street Traffic Detour



Albert C. Kobayashi, Inc. will be performing construction work in the vicinity of the Nordstrom Parking Garage. This work will result in road closures and traffic detours along Kona St. from April 10th, 2013 – November 07, 2014. If there are any questions please contact the construction field office at 808-591-6445.

341.80, 2434 Willanette Mercado \$627.90, 2438 Anita Moreno \$475.16, 2523 Anthony Deniz \$451.16, 3017 Brian Bell \$740.01, 3053 Tiara Chandler \$366.17, 3112 Nelson Lagadon \$469.62, 3237 Tiara Chandler \$337.89, 3511 Cyndi-Lynn Moefu \$566.31, 2183C Albert Grace Jr. 454.16, 2320B Emie Holter \$368.32, 3365A Darrell Mercado \$342.68, 98-710 KUAHAO PL PEARL CITY, HI 96782, TIME 2:00PM. #2514 Leo Anguay \$302.68, #1378 Henry S. Horikawa \$1158.18, #4037 Allan Smith \$1192.37. Purchases must be made with cash only and paid at the time of sale. All goods are sold as is and must be removed at the time of purchase. Extra Space Storage reserves the right to bid. Sale is subject to adjournment. (SA508251 4/9, 4/16/13)

Public Notice

Public Notice

For Public Comment

Pursuant to the Federal Workforce Investment Act (WIA) of 1998, each local area is to develop a Local Plan regarding WIA programs. It is developed in conformance with detailed directions issued by the State. The State of Hawaii issued these directions on March 13, 2013 with a due date 20 days later on April 2, 2013. Draft Local Plans require approval of their Local Board before they may be submitted to the State for their review and be made available for public comment. The Oahu Board approved the Draft on March 22, 2013 and it was submitted to the State of Hawaii Department of Labor & Industrial Relations on April 2, 2013. The draft has been available for public comment as provided for in the Federal Act for 30 days (first posted on the Internet beginning on April 3, 2013) at [www.owlb.org](http://www.owlb.org) (SA509509 4/9/13)

and asking that Randall M.L. Yee, whose address is 1000 Bishop Street, Suite 908, Honolulu, Hawaii 96813, be appointed Special Administrator for said estate.

Thursday, May 16, 2013, at 9:00 a.m. before the presiding Judge at Kaahumanu Hale, 777 Punchbowl Street, Honolulu, Hawaii 96813 is the appointed date, time and place for hearing said petition and all interested persons.

Pursuant to Rule 10 (c) of the Hawaii Probate Rules, any party wishing to object or respond to the petition shall file such objection with the Court or serve it on all interested persons within 30 days of the date of first publication of this Notice.

DATED: Honolulu, Hawaii, MAR 27, 2013.

F. PAGAY  
CLERK OF THE ABOVE-ENTITLED COURT  
(SA507516 4/2, 4/9, 4/16/13)

Court Notices

Court Notices

A Complaint was filed with the U.S. District Court for the District of Hawaii on March 15, 2013 by SLIP 17 CHARTERS, INC. ("Limitation Plaintiff"), owner of WIKI WAHINE, praying for exoneration from or limitation of liability for any and all losses, injuries and damages occasioned by or incurred in any way consequent to the July 31, 2011 incident involving WIKI WAHINE off Kaunalepa Harbor, Lanai, Hawaii. Because a claim has been or may be made against WIKI WAHINE and its owners in amounts that will exceed the value of Limitation Plaintiff's interest in WIKI WAHINE, the Court on March 19, 2013 ordered all persons claiming damages for any and all losses, injuries or damages occasioned by or in any way consequent upon the aforesaid incident, or by reason of any matters arising out of the July 31, 2011 voyage in which WIKI WAHINE was then engaged, to file their claim(s) with the Clerk of the U.S. District Court and serve a copy thereof and an Answer to the Complaint on Michael J. Nakano, Esq. of Freme & Nakano, Attorneys at Law, Pacific Guardian Center, Meuka Tower, 737 Bishop Street, Suite 2090, Honolulu, Hawaii 96813, counsel for Limitation Plaintiff, on or before May 20, 2013. (SA508074 4/9, 4/16, 4/23, 4/30/13)

Be in the know.

SUBSCRIBE.  
538-NEWS

Public Notice

Public Notice

Public Notice

PUBLIC NOTICE  
INTENTION TO DISPOSE

Pursuant to Sections 171-53(b) and 171-16(d), Hawaii Revised Statutes, the Board of Land and Natural Resources hereby gives notice of its intent to lease directly to the abutting owner, without recourse to public auction, a seawall rock revetment and reclaimed land of Waioluhia-Keokea Homesteads, Kihel, Maui. This lease will be in the form of a 55-year, non-exclusive easement. The Grantee is to use, maintain, repair, replace, and remove the existing seawall over, under and across State-owned land.

| Area (Sq. Ft.) | One-Time Payment | Tax Map Key                 |
|----------------|------------------|-----------------------------|
| 2,387 sq. ft.  | \$32,400.00      | (2) 3-9-012: Seaward of 004 |

Information related to this proposed land license may be reviewed during office hours at the Department of Land and Natural Resources, Land Division at 54 South High Street, Room #101, Wailuku, Maui; and, at the offices of the Land Division on the Islands of Hawaii, Kauai, and Oahu. Please call, or write to any of these offices to request information in an airmate format.

DONE at the office of the Department of Land and Natural Resources this 9th day of April, 2013

BOARD OF LAND AND NATURAL RESOURCES  
WILLIAM J. AILA, JR., Chairperson

(SA509066 4/9/13)





## Oahu Workforce Investment Board and Oahu WorkLinks

*We serve more than 2,000 businesses island-wide and assist over 20,000 job seekers annually via federally funded programs.*

|   |
|---|
| <p><b><u>"Hire Heroes"</u></b><br/><a href="#">For Veterans &amp; Employers</a></p> <p><b>Video: Hire Our Heroes</b><br/><a href="#">(mahalo to the Iowa Workforce Development Board for sharing)</a></p> |
| <p><b><u>JOB SEEKERS</u></b></p> <p><a href="#">Job Seeker Workshops</a></p> <p><a href="#">Hawaii's Emerging Industries</a></p>  |
| <p><b><u>EMPLOYERS</u></b></p> <p><a href="#">Our services for business</a></p> <p><a href="#">Employers "Hire Heroes"</a></p>  |
| <p><b><u>YOUTH SERVICES</u></b></p> <p><a href="#">Eligible Training Provider Application</a></p>   |
| <p><b><u>ECONOMIC DEVELOPMENT</u></b></p> <p><b><u>DRAFT LOCAL PLAN</u></b></p>   |

The Oahu Workforce Investment Board (OWIB) invests in human capital.

We believe that a vibrant workforce plays an integral role in the well being of the local economy. In our support role to the local economy, OWIB's policy focus is to collaborate with industry leaders and government to help Oahu's business grow, train and sustain a globally competitive workforce.

[Board Members](#) are appointed by the Mayor per specific member categories set by Federal law. Members established teams to focus on the following key activities of systemwide impact [P.L. 105-220 Section 117(d)(7) and (8)]:  
1. Hire Our Heroes; 2. Strategic Planning; 3. Marketing and Networking of Oahu WorkLinks with the business community; 4. Policies and Monitoring of Oahu WorkLinks; and 5. Youth Council.

In 1998, then U.S. Secretary of Labor Alexis Herman stated, in part, that the passage of the federal [Workforce Investment Act](#) established a "(s)trong role for local boards and the private sector. Local boards will become business-led 'Boards of Directors' for the local areas. By relieving them from 'nitty gritty' operational details, the Act insures they will be able to focus on strategic planning, policy development and oversight of the local system...In the new system, the local level remains key for policy and administrative decisions..."

The Board oversees and sets policy direction for Oahu's local system of one-stop centers -- "Oahu WorkLinks." These centers provide federally funded employer resources and job training services for businesses and job seekers and youth activities.

The Board's purpose for this website is to publicize direct customer services. It is patterned after effective private-sector website design strategies which dedicate themselves to promoting their direct customer services.

*"...Rebuilding opportunity for working families will mean engaging the core problems of our economy:  
how to support competitive industries, how to train workers in the skills required, and how to ensure the creation of sufficient numbers of good jobs. Communities across the country are therefore exploring a range of new policy tools to ensure that economic and workforce development delivers living wage jobs, quality training, and the supports that workers need to weather change..."*  
[National Employment Law Project](#)

Some links on this website will automatically exit you from this site and redirect you to the website(s) of other organization(s). These links are provided for your convenience.



Enter Meta Tag Keywords:

Search:



[Switch To Live Site](#)

Pages Status:

[Government](#) | [Agencies and Departments](#) | [Online Services](#) | [Business](#) | [Residents](#) | [Visiting](#)

**You are here:** [Main](#) / [Community Services](#) / [OWIB](#) / **DRAFTPlan**

Form Accessed:

[Home](#) | [Aging & Disability Resource Center](#) | [Grants for Nonprofits](#) | [Housing](#) | [Workforce Development](#) | [Youth Services](#) | [Contact Us](#)

## **FEDERAL WORKFORCE INVESTMENT ACT OF 1998 -- DRAFT LOCAL PLAN:**

Pursuant to the Act, each local area is to develop a Local Plan. It is developed to conform to detailed directions issued by the State. The State of Hawaii issued these directions on March 13, 2013 with a due date 20 days later on April 2, 2013. Draft Local Plans require approval of their Local Board (in Oahu's case, the Oahu Workforce Investment Board), before they may be submitted to the State for their review and be made available for public comment. The Board approved the following draft on March 22, 2013 and it was submitted to the State of Hawaii Department of Labor & Industrial Relations on April 2, 2013. The draft is now available for public comment as provided for in the Federal Act for the next 30 days (beginning on April 3, 2013).

Click here to view the --> [DRAFT Local Plan](#) (file size 16.51mb)

Click here to submit comments --> [owib@honolulu.gov](mailto:owib@honolulu.gov)

Last Reviewed: Wednesday, April 03, 2013

© Copyright 2002-2013 City and County of Honolulu, Hawaii

[Privacy Statement](#) | [Technical Support](#) | [Customer Service](#) | [Policy](#) | [Accessibility](#) | [Diversity Statement](#)



**Appendix 11**

**Oahu Workforce Investment Board  
By-Laws**

O`AHU  
WORKFORCE INVESTMENT BOARD

**BY-LAWS**

Effective: December 2010

**O`AHU WORKFORCE INVESTMENT BOARD  
BY-LAWS**

**ARTICLE I – DEFINITION**

Definition            Sec. 1    The term "Board" means the O`ahu Workforce Investment Board.

**ARTICLE II - PURPOSE**

Goals  
Objectives  
Duties                Sec. 1    The Board shall conduct its affairs in conformity with the goals, objectives, duties, and intent as set forth in the Workforce Investment Act of 1998, as amended, 29 USC §§ 2801 through 2945 (the "Act").

Sec. 2    The primary duties of the Board shall be to facilitate policies and strategies to grow the workforce investment system on Oahu, to empower individuals to meet the current and future needs of existing and potential employers and businesses, to promote the participation of business and major employers in workforce development, and to encourages linkages with economic development and education initiatives.

**ARTICLE III – MEMBERSHIP, CHAIRPERSON AND  
VICE-CHAIRPERSON DUTIES, COMMITEEES, EXECUTIVE DIRECTOR**

Board  
Membership            Sec. 1    A. The membership of the Board includes:

1. Representatives of business on Oahu, who--
  - a. are owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policymaking or hiring authority;
  - b. represent businesses with employment opportunities that reflect the employment opportunities on Oahu; and
  - c. are appointed from among individuals nominated by Oahu business organizations and business trade associations;
2. Representatives of local educational entities, including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities, and postsecondary educational institutions including representatives of community

December 2010

colleges selected from among individuals nominated by local educational agencies, institutions, or organizations representing such local educational entities;

3. Representatives of labor organizations, nominated by local labor federations;

4. Representatives of community-based organizations, including organizations representing individuals with disabilities and veterans, for Oahu;

5. Representatives of economic development agencies, including private sector economic development entities; (vi) representatives of each of the one-stop partners; and

6. Such other individuals or representatives of entities as the Mayor may determine to be appropriate.

B. Members that represent organizations, agencies, or other entities shall be individuals with "optimum policymaking authority" within the organizations, agencies, or entities, as that term is defined in regulations implementing the Act.

C. A majority of the members shall be representatives described in Article III, Section. 1 A, 1. of these by-laws.

D. Members of the Board shall be appointed by the Mayor in accordance with the Act

E. Beginning in 2011, terms shall commence on January 1 and expire on December 31.

F. Beginning on January 1, 2011, the terms of members other than representatives other than one-stop partners, will be staggered: one-third of these members will be appointed for a term of one year, another third, to a term of two years, and the final third, to a term of three years. Thereafter, each the term for each appointed member will be for a period of three (3) years.

G. Members other than representatives of the one-stop partners may serve a limit of 6 consecutive years.

H. Should any member be unable to complete his or her term, the Mayor shall appoint a person to complete the

remainder of the unexpired term.

I. In the event a member changes his or her job position, and no longer represents his or her appointed category of membership they are required to resign from the board so that another person may be found to fill the vacant category of membership and the board can maintain its federally required membership composition.

Chairperson

Sec. 2

A. The Board shall elect the Chairperson of the Board from among the business representatives on the Board as outlined in Article III, Section 1. A . 1. To be eligible for nomination as Chairperson, no business member may have owned or have been employed by an entity that has received WIA funds within 12 months prior to such nomination, nor may an immediate family of such business member have owned or been employed by such an entity during that period.

B. The Chairperson shall serve as the spokesperson for the Board.

C. The Chairperson shall preside over meetings and conduct the business of the Board.

D. The Chairperson shall perform such other duties as are requested by the Board.

E. In the event of a vacancy in the office of Chairperson, the Vice-Chairperson shall succeed immediately to the office of Chairperson for the remainder of the Chairperson's unexpired term.

Vice-Chairperson

Sec. 3

A. The Vice-Chairperson of the Board shall be elected from among the business representatives on the Board as outlined in Article III Section 1(A) subject to the same eligibility restrictions as the Chairperson. The Vice-Chairperson shall preside over meetings and conduct the business of the Board in the absence of the Chairperson.

B. In the event of a vacancy in the office of the Vice-Chairperson, the office shall be filled by an election by the majority of members for the remainder of the Vice-Chairperson's unexpired term.

Committees

Sec. 4

A. The Executive Committee may create special committees including ad hoc and liaison committees as it deems

advisable.

Executive Committee

Sec. 5

B. The committees created in accordance with Article III, Sec. 4-A shall be designated and organized by the Chairperson of the Board who shall appoint from the membership a Chairperson for each Board committee.  
The Executive Committee shall be composed of the Board Chairperson, Vice-Chairperson, Mayor's Representative, and at least two other members of the Board selected by the Chairperson.

Terms of Office

Sec. 6

A. The Chairperson and Vice-Chairperson shall be elected by the Board and shall serve for a term of two (2) years or until their successors are elected.  
B. Unless waived by the Board, the Chairperson and the Vice-Chairperson shall not serve more than two (2) consecutive terms (four consecutive years) in the same office.

Executive Director

Sec. 7

C. The Chairperson of any special/ad hoc/liaison Board committee shall be appointed by the Chairperson of the Board and shall serve for a limit of two (2) consecutive years or until the purpose of the special/ad hoc/liaison committee has been accomplished, whichever occurs first.  
A. The Executive Director serves as the chief executive of OWIB to outside entities.  
B. The Executive Director is responsible for developing and implementing action plans to achieve goals set by OWIB.

**ARTICLE IV – YOUTH COUNCIL**

Youth Council Membership

Sec. 1

The Chairperson of the Board, in cooperation with the Mayor, shall appoint a Youth Council in accordance with the Act. Members of the Youth Council shall include:

1. Members of the Board per Article III, Section 1.A. 1. with special interest or expertise in youth policy
2. Representatives of youth service agencies, such as juvenile justice or local law enforcement;
3. Representatives of local public housing authorities;
4. Parents of eligible youth seeking assistance per the

Act;

- 5. Individuals, including former participants, and
- 6. Representatives of organizations, that have experience relating to youth activities; and
- 7. Representatives of the Job Corps, as appropriate;

Members of the Youth Council may include may include other individuals as deemed appropriate by the Chairperson of the Board in cooperation with Mayor.

Youth Council members shall serve for a term of three (3) years, with a term limit of six (6) consecutive years.

|                                      |        |  |
|--------------------------------------|--------|--|
| Nonvoting<br>Members of<br>the Board | Sec. 2 | Members of the Youth Council who have not been appointed voting members of the Board in accordance with Article III, Section 1, shall be nonvoting members of the Board. |
|--------------------------------------|--------|--|

|                         |        |  |
|-------------------------|--------|--|
| Youth Council<br>Duties | Sec. 3 | The Youth Council's affairs shall be conducted in conformity with the Act. |
|-------------------------|--------|--|

|                           |        |  |
|---------------------------|--------|--|
| Youth Council<br>Officers | Sec. 4 | The Youth Council shall elect from among its members a Chairperson and Vice-Chairperson, each with a term of two (2) years and a term limit of four consecutive years. |
|---------------------------|--------|--|

The Chairperson may represent the Youth Council at Board meetings. The Vice-Chairperson may represent the Youth Council if the Chairperson is not available. The Youth Council Chair is an ex officio, non-voting member of the OWIB, if he/she is not also a mayoral appointed OWIB member.

|                           |        |   |
|---------------------------|--------|---|
| Youth Council<br>Meetings | Sec. 5 | The Youth Council shall meet at least twice per year. |
|---------------------------|--------|---|

**ARTICLE V – MEETING, QUORUM, AND CONFLICT OF INTEREST**

|                   |               |   |
|-------------------|---------------|---|
| Board<br>Meetings | <u>Sec. 1</u> | <p>A. The Board shall meet at least quarterly.</p> <p>B. The Chairperson shall call special meetings of the Board whenever meetings are considered necessary, or whenever requested in writing by at least 25% of the voting Board members.</p> |
|-------------------|---------------|---|

- C. The Chairperson, or his or her designee, is responsible for sending a notice via email or fax or telephone or mail of each meeting to each voting and nonvoting Board member, giving adequate time for preparation for the meeting.

Attendance at Meetings

Sec. 2

- A. Board members are expected to attend a majority of meetings of the Board and if not able to do so are recommended to tender their resignation.

Executive Committee Meetings

Sec. 2

- A. The Chairperson may call meetings of the Executive Committee as necessary.
- B. The Chairperson, or his/her designee, is responsible for sending a notice via email or fax or telephone or mail of each meeting to Executive Committee members, giving adequate time for preparation for the meeting.

- C. Except for actions required by the Act or its implementing regulations to be taken by the Board, the Executive Committee shall have the power to transact business between regular Board meetings. All transactions of the Executive Committee shall be reported in full as the next scheduled meeting or the Board.

Quorum

Sec. 3

- A quorum shall consist of a majority of the voting members of the Board.

Once quorum is met, it shall stand for the duration of the meeting. To be valid, any action of the Board must receive the approval of a majority of the voting members of the Board.

Conflict of Interest

Sec. 4

- Excluding the mandatory partners identified in federal law, a conflict of interest occurs when a Board member or Youth Council member has a personal interest that may affect how the official carries out his or her city duties. The test is whether a reasonable person would question the official's impartiality. A conflict of interest may occur even if the official is not actually influenced by the personal interest. Each Board member and Youth Council member shall consult with the City Ethics Commission about any conflict of interest or potential conflict of interest before participating in discussion and decision-making of potential conflict of interest matters.

**ARTICLE VI – EXPENSES AND COMPENSATION**

Expenses      Sec. 1      Any authorized expenses incurred by Board members and staff shall be compensated according to guidelines set by current Federal, State, and County statutes and regulations

**ARTICLE VII - AMENDMENTS**

Amendments   Sec 1.      The by-laws of the Board may be amended at any regular or special meeting by a two-thirds vote of the quorum present at the meeting, provided at least ten (10) calendar day's written notice is given to each Board voting member. No by-law restricting the power of the Mayor to freely appoint or remove a member of the Board, or to otherwise exercise the authority granted to him by the Act, shall be effective unless consented to by the Mayor. Any such by-law shall remain in effect only so long as the Mayor continues to so consent.

## Appendix 12

### O'ahu WorkLinks Standard Operating Procedures

# O`AHU WORKLINKS

## Standard Operating Procedures

There will be universal access to core services for all job seekers and employers.

Services for individuals will be available at any of the six O`ahu WorkLinks One-Stop Centers. Employers will access labor exchange services through the Wagner Peyser job bank; other employer services will be provided by the Business Services Division of O`ahu WorkLinks. Supportive services may be provided through the Workforce Investment Act (WIA) for customers receiving core, intensive, or training services if the customer is unable to fund the service through other resources and the service is necessary to enable the customer to participate in WIA Title I activities. No needs-based payments will be permitted.

### I. SERVICES FOR INDIVIDUALS

All individuals will be able to obtain Core I level (self-help or facilitated self-help) Wagner-Peyser and WIA service at any of the established one-stop centers. Mandated partner services will be available at the Dillingham site according to the terms of their individual program memorandum with the OWIB. Participating partner core services may also be available at other selected centers. Individuals aged 18 or older or dislocated workers who meet the applicable eligibility or priority criteria may also receive WIA Core II (staff-assisted), intensive, and training level services at any of the centers, or be referred to other appropriate agencies.

The WIA Adult, Youth, and Dislocated Worker programs will provide a priority of service to veterans and economically disadvantaged persons. Priority of service means that a covered person shall be given priority or take precedence over a non-covered person for the receipt of employment, training, and placement services provided under that program, notwithstanding any other provision of the law.

### CORE I

O`ahu WorkLinks One-Stop Center customers will be able to obtain self-help or facilitated self-help services including: job search assistance; information about the services and eligibility requirements of the WIA mandatory partners and the TANF programs; one-stop programs' performance data; the state list of eligible training providers as well as their approved programs and performance data and financial assistance information; the availability of supportive services in the community; and information regarding filing claims for unemployment compensation. Customers may also receive follow-up services including workplace counseling at the core level. Labor market information is available, including local demand occupations and employment statistics information relating to local, regional, and national labor market areas, as well as addresses of websites where related data are available.

## **RECEPTION AREA**

It is the responsibility of staff assigned to the reception area to provide customer service by greeting, assisting, and directing center customers. A high level of service should be provided to all customers, whether they appear at the center in person or contact the reception area by phone or electronic means.

As of July 2006, HireNet Hawaii has replaced AOSOS and a virtual web-based system for workforce information and services is available on the internet 24/7.

Orientation: Reception staff should determine if this is a customer's first visit to a one-stop center. If so, the customer should be invited to view the "O`ahu WorkLinks" orientation video which is to be run continuously in the reception area. Each new visitor should also be given copies of the No-Cost Services for Job Seekers and the monthly workshop calendar handouts. Both of these handouts are to be posted in the reception area and in the resource room as well.

If a customer does not wish to view the video or has questions after viewing it, reception staff should answer whatever questions the customer may ask. If the staff does not know or is unsure of the answer(s), they should locate an available Employment Consultant to help assist the customer.

## **TURNSTILE**

All new and returning customers who wish to obtain services should be directed to the turnstile computer where they should register and indicate what services they are seeking on the day of the visit. Center managers will submit turnstile counts to OWL unit at the end of each month.

## **REGISTRATION**

New customers are given a blue Oahu WorkLinks/Workforce Development Division Registration for Work form. Customers who lack computer skills will be assisted in completing the process. If the customer is not able to use the computer he/she is given an "O`AHU WORKLINKS INITIAL PARTNER INTAKE" registration form. All new customers are given the "Customer Agreement" handout to complete and sign before referral to the resource center. After the reception area staff person reviews the "O`AHU WORKLINKS INITIAL PARTNER INTAKE" registration form for completeness, the customer may be referred to the resource center's HELP DESK. (In smaller centers, the reception desk may also serve as the HELP DESK.)

Returning customers who need to update HireNet Hawaii information are given a pink Oahu WorkLinks/Workforce Development Division Registration for Work form. Receptionist notates on the Oahu WorkLinks/Workforce Development Division Registration for Work form the type(s) of services the customer seeks:

- Job search – resource center staff assists customers as needed with job search on HireNet Hawaii or other internet-based websites
- Job referral – meets with Employment Consultant to obtain employment referral

- Schooling/training – meets with Employment Consultant to obtain training information before attending WIA Briefing
- Workshops – Receptionist/Employment Consultant signs customer up for workshop(s) and informs customer of workshop rules and provides Oahu WorkLinks Workshop Appointments form

Customer is required to complete general information, background, and resume in HireNet Hawaii before receiving assistance with further services.

Customers with direct services requests for Youth Services, Department of Vocational Rehabilitation (DVR), Ticket-to-Work, Veteran services, employers seeking services, and other partner referrals are referred directly to the Employment Consultant to obtain a partner referral form.

## **RESOURCE CENTER**

Each center will have a HELP DESK, a library or reading area with employment reference materials, a workshop area, and a resource room to assist the job-seeking customers. All facilities in the center may be used only for employment-related services.

Staff assigned to the HELP DESK will greet the customers and provide minimal guidance as well as oversee the usage of the center's equipment (computers, telephone, library materials.) This includes monitoring customers' signing the appropriate usage log associated with each type of equipment. Usage limits stated in the Customer Agreement may be extended at the discretion of staff, based on customer traffic.

Resource room staff may be a consortium or partner employee, as assigned by the center manager or site supervisor, according to need and the partner memoranda of understanding. They will provide customers in the resource room with more detailed – but still basic - facilitation with the use of equipment and software hardware. Customers who cannot meet their needs with minimal facilitated service as determined by the resource room staff's observation or by the customer asking extensive questions should be encouraged to attend workshops (if available) or, in some cases, may be referred to an Employment Consultant to determine if Core II assisted service (WIA enrollment) or referral to a partner agency is appropriate.

## **RESOURCE CENTER: JOB-SEARCH CUSTOMERS**

Customers who indicate that they are looking for job leads will be given instruction on using the Hawaii Job Bank listings. This resource presents job openings and their related desired skills.

If after a self-service review of the job bank the customer expresses interest in a listing by completing a Job Request Form, the resource room staff will refer the customer to meet with an Employment Consultant if the customer meets the job requirements. Employment Consultant reviews employment requirements and

customer's resume and submits job referral to employer. The customer should also be reminded of relevant workshops such as resume writing and interviewing skills that may assist them in obtaining the position. All facilitated job searching should be recorded as activities in the HireNet.

"O`AHU ONE-STOP PARTNER INTIAL INTAKE" forms of customers who do not request job referrals should be collected and entered into the system on a "time-permitting" basis, provided that it is done within a 48-hour period.

Customer Agreement forms will be maintained in an alphabetical file at each center.

The Employment Consultant on duty will also assist customers who bring a "Verification of Registration for Work" (Form UC-226) request from UI. The staff will complete the form with date, job title, and SOC code. The completed form is faxed to the UI office and given back to the customer.

### **RESOURCE CENTER: WORKSHOPS**

Workshops will be offered as a core service at each of the one-stop centers. The purpose of the workshops is to offer customers current, relevant information, which will assist them in attaining their job search or employment objectives. WorkHawaii Ho'ala staff will conduct monthly workshops on resume writing and job search at each center. Other workshops may be conducted or facilitated by staff, partner agencies, private non-profits, or other qualified entities or individuals. The facilitator will be responsible for setting up the workshop area, preparing materials, distributing an attendance roster, and collecting workshop evaluations. Evaluations should be submitted to the site manager or site supervisor, although facilitators may make copies for their own records.

Monthly workshop schedules will be prepared by the Ho`ala Supervisor at least ten working days before the beginning of each month for consolidation, posting, and distribution to the centers.

### **RESOURCE CENTER: PERFORMANCE INFORMATION**

WIA requires that performance and cost information be available for the WIA programs and certain of the partner programs. The WIA information should be posted in the resource rooms. Partner information is available as follows:

For adult education - Career Kokua has both performance and cost info at <http://www.careerkokua.org>

For postsecondary vocational education - Career Kokua

For school dropouts - contact nearest school for Comprehensive School Alienation Program location and contact info; no cost; no performance info available

For vocational rehabilitation programs - <http://www.realchoices.org>

The Career Kokua and Real Choices websites should available on the resource room computers.

## **RESOURCE CENTER: CUSTOMERS SEEKING TRAINING OR ASSISTED SERVICES**

If a customer requests information on training, the customer is referred to meet with an Employment Consultant, who will provide information regarding eligibility requirements under Adult, Dislocated Worker, or person with a certified disability. The customer is also informed of priority of services to veterans and economically disadvantaged individuals. In addition, the Employment Consultant will provide resources on labor market information and career exploration and will be scheduled to attend the WIA Briefing. Initial assessment for partner program referrals should also be done when applicable.

### **WIA BRIEFING**

Each center will conduct standardized WIA Briefing sessions using the briefing PowerPoint or printouts of the PowerPoint. The briefings are designed to impart information on training options, career counseling services, partner programs, and priority and/or eligibility requirements. Following the briefing, customers are required to attend a Mandatory Workshop, which is generally scheduled for the following week. The Mandatory Workshop is a comprehensive workshop comprised of labor market information and training options.

### **CORE II**

Customers 18 years of age or older of dislocated workers that require staff-assisted services at the core level as determined by the Employment Consultant should be registered (enrolled) as a WIA participant. All such customers must have at least one WIA service entered in HireNet.

All Core II customers are enrolled in the Adult program unless they can provide documentation that they meet the dislocated worker definition given at WIA Section 101. (9) and described in more detail in Attachment D to these SOPs. Attachment D also contains answers received from the Department of Labor Region VI office to frequently asked questions concerning DW eligibility. Employment consultants should thoroughly familiarize themselves with this attachment.

Either the "Adult Eligibility and Priority Verification Form" or the "Dislocated Worker Eligibility Determination Worksheet" must be completed and signed by the Employment Consultant and certified by the Center Manager. In addition to Adult or Dislocated Worker eligibility items, the forms also address the citizenship and (for males) the selective service requirements. The completed form must be filed in the customer's hard-copy file along with copies of the supporting documentation. All enrolled customers must be given a copy of the Oahu WorkLinks Participant Handbook. The customer's signed acknowledgement of having received this information should also be placed in the customer file.

Core II services are to be provided with the assistance of an Employment Consultant. Services may include: determinations of whether an individual is eligible to receive assistance under WIA Title I; extensive job search assistance; initial assessment of skill levels, aptitudes, and supportive service needs; preliminary

development of an IEP; assistance in preparing Financial Aid applications or partner program applications; and provision of support services if needed to participate in a Core II activity and unavailable from another source. Support services must comply with the guidelines established by the O`ahu Workforce Development Board (OWIB).

All services at this level, as well as at the intensive and training levels, should be indicated in the services component of the HireNet record for the customer.

For customers who will transition to intensive or training level services, the Employment Consultant will do an initial assessment and begin an Individual Employment Plan. Center Manager will determine if the customer should be reassigned to another consultant for completion of the IEP and continuing case management services.

### **INTENSIVE**

Unemployed adult or dislocated worker customers who are unable to find employment through core services may be referred by an employment consultant to intensive services if needed. The determination of "need", as established by the initial assessment or the individual's inability to obtain employment through the core services provided must be contained in the participant's case file. Completion of the IEP constitutes entry into the intensive service level.

If the customer is currently employed, then the employment consultant must also document that the customer's income is below the self-sufficiency level, and that the service is necessary in order for the customer to obtain or retain employment leading to self-sufficiency.

If the customer has been enrolled under the Adult program, the employment consultant must also document that they qualify under the priority system approved by the OWIB. All required determinations must be documented and approved by the Center Manager or supervisor, and placed in the customer's folder along with copies of the supporting documentation. (The customer who is found to be eligible to receive intensive services will not need to be re-qualified for training later if the training is indicate in the IEP.) Although the priority policy permits enrollment of up to 10% of total Adult participants not meeting the low income or public assistance criteria, that exception "window" is used only for those customers that are being enrolled to participate in one of the employer-related service (on-the-job training or customized training) components.

All customers receiving intensive services should have their IEP completed to identify employment goals, achievement objectives, and the appropriate planned combination of services. Other intensive services may include comprehensive and specialized assessments of the skill levels and service needs; group counseling; individual counseling and career planning; case management; work experience internships; out-of-area job search assistance; literacy activities related to workforce readiness; relocation assistance; and other services approved by the OWIB. The IEP should indicate all planned services as well as the estimated timetable for completion of those services. The vocational goal must be indicated in the top portions, and the determination of "need" for intensive or training, the names of both the program and

the training provider should be stated in the comments section. The IEP comments should also indicate how the likelihood of completing the plan successfully has been demonstrated. Any later change in the plan requires preparing a new IEP clearly marked Revision, and signed by both the consultant and participant to indicate their mutual agreement to the change.

Certain types of instruction or training are also considered to be intensive services. Short term prevocational services are programs identified as such by the OWIB which usually consist of less than 61 hours of instruction and - although are associated with a vocation - are generally insufficient by themselves to qualify the customer for a particular job. Pre-employment programs such as job readiness, basic skills, or ESL are also considered to be intensive services. These programs may be procured from any government agency (e.g. community college, D.O.E.) or from OWIB's short term list, if included there. Prevocational and pre-employment tuition charges are **not** charged against the customer's Individual Training Account (ITA). Care should be taken that customers enrolled in short term training are not classified as training participants in either HireNet.

All intensive services must be recorded in HireNet.

## **TRAINING**

Unemployed adult or dislocated worker customers who are unable to find employment through intensive services may be referred to training by an employment consultant as planned in the IEP. On-the-job training and customized training opportunities may be provided as described in the Employer Services section. Long term occupational skills training funded by WIA may only be provided through an approved training program offered by an eligible training provider (ETP). The statewide consumer report and list of eligible trainers (Kumu A`O) will be available electronically and in hard copy available at each one-stop center. Training services to be provided shall be directly related to employment opportunities in occupations targeted by the OWIB as desired growth industries for O`ahu as well as demand occupations identified by employers and projection models.

Prior to enrolling a customer into training, an Employment Consultant must determine that the participant is in need of training; assess the individual's interests, abilities, and need for supportive services; establish an appropriate training plan; work with the customer to estimate the full cost of tuition and other training expenses needed to complete the plan successfully; calculate the amount of total resources available from WIA and other sources -including partner programs; and provide guidance and training in evaluating training provider data in order to select wisely from the list of eligible training providers. The customer will be required to apply for all financial assistance, including Pell Grants, for which they may be eligible. Employment Consultants should verify Pell Grant status by obtaining a copy of the customer's letter of award or denial.

The Employment Consultant will review the Participant Agreement and Understanding with the customer. The customer will initial and sign the agreement to acknowledge compliance with provision of services.

A customer who is already enrolled in training prior to receiving approval from OWL is responsible for the cost incurred prior to the approval. If training has started prior to the approval date and continues after the approval date, the costs are pro-rated with OWL's authorization.

Each customer approved for training shall have an Individual Training Account (ITA) established in his or her name. An ITA is an account established by O`ahu WorkLinks on behalf of an eligible customer to finance training costs directly linked to employment opportunities. Currently, only tuition and fees required for attendance/completion (e.g. registration, laboratory, and certification) paid to the eligible training provider (ETP) will be charged against the individual's ITA. The maximum amount available through an ITA will vary among customers and will be based on anticipated training costs. However, no ITA may exceed the \$8,000 lifetime limit for a single individual enrolled in either the adult program or dislocated worker program. If a participant desires to attend a program whose cost exceeds his available ITA balance, that customer must demonstrate his ability to pay the excess cost prior to enrollment in the training program. The customer should also be informed that WIA assistance is affected by program funding levels as well as changes in policy, and there is no guarantee that ITA funds will always be available at the same level as at the initial determination. Because of limited resources, an individual will be provided tuition assistance only for one time.

The customer chooses which program to attend. However, for charges to be made against an ITA they must first be approved as an allowable training cost by the center's intensive/training service staff, usually the customer's Employment Consultant or Center Manager. In the case of tuition, the approving staff must certify that the training is consistent with the training plan based on the customer's career goals and abilities. Tuition payments may only be made for programs that appear on the state list of approved trainers.

Purchases of other training materials must be consistent with the current supportive services policy and will only be approved if the price is reasonable for the items. Payments may be made directly to the vendor or reimbursed to the participant after submitting original proof of payment, form W-9, and reimbursement letter.

Employment Consultants will authorize a purchase order for training program registration and tuition, purchase of required training materials, and supportive services by issuing a purchase order to the appropriate vendor. The purchase order, which contains a release of information statement, must be signed by the customer. All purchase orders must be approved by the center manager or site supervisor, and must be issued before the actual receipt of any goods or services. A copy should also be faxed/scanned to the Administrative Unit on the day of issue for inclusion in the ITA tracking system.

## **PAYMENTS TO ETPs**

Eligible training providers and other vendors will submit invoices to the Planning Section of the Administrative Unit which will record the invoice in the ITA tracking system. A copy of the invoice will be faxed to the Center Manager and distributed to the issuing Employment Consultant to verify the obligation. If the employment

consultant approves payment, the invoice will be certified and approved for payment, and transmitted to City's Department of Budget and Fiscal Services. The billed amount will be included in the next scheduled request to the state for funds. When the money has been received and deposited in the City Treasury, payment will be made by the City using its standard financial policies and procedures.

Employment consultants will be responsible for assuring that applicable adjustments are made for the receipt of Pell Grants or other financial assistance, or that refunds are obtained if payment has already been made prior to the customer receiving the grant. Refunds obtained from customers must be by a cashier's check or money order made out to the City and County of Honolulu. In the event of withdrawals from training, refunds shall be requested from the trainer by the employment consultant according to the ETP's standard policy as described in their catalogue or application for ETP status. If the application and catalogue are silent on refund policy, then full refunds shall be requested for any payment made if a written withdrawal notice was given to the provider at least three working days prior to the start of the scheduled class.

If the customer does not make satisfactory progress in training based on the IEP, and if he chooses to withdraw early from training, drops out from the training program, or fails the classes, OWL will not re-authorize tuition assistance for the customer to repeat the training program.

If the customer fails to leave contact information for OWL, or if he does not respond to OWL's requests for contact, after 3 months, and he cannot be located, his file will be closed. OWL will not re-authorize tuition assistance for the customer to repeat the training or participate in any other training.

If the customer is contacted by the Employment Consultant for exit purposes and agrees that he does not want any other services, his file will be closed and he will be exited from WIA. OWL will not re-authorize tuition assistance for the customer after his exit.

OWL reserves the right to use internal data to evaluate labor market conditions to assess and determine the likelihood of job opportunities available for customers that complete a particular type of training. If OWL finds that less than 70% of the customers that have completed this type of training in the past 6 months have not been able to find employment because of labor market conditions, OWL may determine to stop authorizing new enrollment into that training in order to avoid a surplus or over-supply of trained job applicants competing with one another. OWL may request new customers to wait for a reasonable period prior to enrollment. OWL reserves the right to determine length of reasonable period

## **II. EMPLOYER SERVICES**

Business developers will respond to requests for assistance from employers, and negotiate on-the-job training (OJT) or customized training (CT) contracts when appropriate. OJT and customized training contracts will be executed in response to the needs of a particular employer or group of employers. As such, procurement will

be negotiated as an exemption from procurement of professional services under the State Procurement Code and the City and County of Honolulu Finance Policies and Procedures. They are competitive only in that the amount provided in the budget is available to any qualified employer until the total budgeted amount is obligated.

### **ON-THE-JOB TRAINING (OJT)**

On-the-job training (OJT) may be provided through a negotiated contract with an employer in the public, private non-profit, or private sector under which the employer hires one or more WIA participants and provides occupational training in exchange for the reimbursement of up to 50 percent of the wage rate to compensate for the employer's extraordinary costs (with the exception for NEG OJTs which may go up to 90 percent for small business).

After interviewing the individual with contracting authority in the potential OJT employer organization, the business developer will make a site visit and conduct a pre-award survey according to the statewide-standardized requirements. The survey must verify that the employer:

- Has a General Excise License;
- Is registered with the State Department of Commerce and Consumer Affairs to conduct business in Hawaii;
- Has the necessary professional or vocational licensing, if applicable;
- Has a satisfactory record of integrity and business ethics as determined by reports from the Office of Consumer Protection, the Better Business Bureau, and Chamber of Commerce;
- Can demonstrate payment of state and federal taxes;
- Maintains a satisfactory working environment, including compliance with OSHA regulations;
- Has adequate financial resources or the ability to obtain them; and
- Has not moved from another location within the past 120 days if that relocation resulted in loss of jobs at the original site.

The business developer certifies by signature that the pre-award data is accurate while the employer signs off on the Employer Data Form. If the survey is acceptable, the business developer will negotiate and prepare a contract for execution by the OWL administrative unit and the employer.

The following policies apply to OJT agreements:

The business developer certifies by signature that the pre-award data is accurate while the employer signs off on the Employer Data Form.

Contracts will not be negotiated with any employer who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to other employees who have worked a similar length of time and are doing the same type of work.

An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. Consideration will be given to the academic and occupational skill level, prior work experience, interests and abilities of the potential OJT participant as determined by the initial assessment and IEP, as well as to the occupational skill requirements of the job.

An OJT agreement may not be negotiated for employment or training of participants in sectarian activities, or to carry out the construction, operation or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship.

An OJT agreement may not be negotiated with any business for the purpose of encouraging that business or a part of that business to relocate from another location in the United States if the relocation would result in any employee losing his or her job.

OJT contracts will not be awarded if the contract would result in a violation of an existing union agreement or in WIA customers displacing other employees.

An OJT contract may be written for an employed participant in the Adult program only if the employee is not earning a self-sufficient wage as determined by the OWIB; and the OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other purposes identified by the OWIB.

The Business Developers will evaluate employer efforts to retain their OJT employees before any additional contracts are awarded.

The number of individuals that may be placed in OJT positions at a single company is limited according to the following guidelines:

| <u>Company Size</u> | <u>Number of On-the-Job Slots Allowed</u> |
|---------------------|---|
| 1 – 4 employees     | 1   |
| 5 – 8 employees     | 2   |
| 9 – 12 employees    | 3   |
| 13–16 employees     | 4   |
| 17-20 employees     | 5   |
| 21 +                | 6+  |

New OJT employers will be monitored as a priority among the contracts. The second priority will be to monitor companies that had findings or deficiencies noted in previous reports. Companies that were monitored within the past 3 years and did not have any findings or deficiencies will be the last priority to be monitored. Monitoring will be conducted by a staff that is not the Business Developer who established the OJT. Monitoring reports will be shared with Business Developers and submitted to BFS for review and oversight.

As a requirement of the NEG OJT program, efforts will be made to monitor the OJT within the life of the agreement.

### **CUSTOMIZED TRAINING (CT)**

Customized training may be provided through a negotiated contract with an employer (or a group of employers) in the public, private non-profit, or private sector under which the employer provides training that: is designed to meet the special requirements of the employer; is conducted with a prior commitment by the employer to employ, or in the case of incumbent workers, continue to employ, the participants on successful completion of the training; and for which the employer pays for not less than 50 percent of the cost of the training. Training components may include classroom instruction in the occupational area or in basic skills needed for entry into the occupation, or in simulated or actual job-site instruction in which the trainees do not perform productive work (e.g. job shadowing). The training may be conducted by the employer or be subcontracted to another training provider. An OJT component will be permitted after or concurrent with the classroom or non-productive job-site training; however, participants must actually be hired prior to the OJT. The placement may be within the organization holding the contract for the training, or with another qualified company, provided that the job is directly training-related.

After interviewing an individual with contracting authority in the potential CT employer organization, the business developer will make a site visit and conduct a pre-award survey according to the statewide-standardized requirements. The survey must verify that the employer:

- Is compliant with Hawaii Compliance Express
- Has a General Excise License;
- Is registered with the State Department of Commerce and Consumer Affairs to conduct business in Hawaii;
- Has the necessary professional or vocational licensing, if applicable;
- Has a satisfactory record of integrity and business ethics as determined by reports from the Office of Consumer Protection, the Better Business Bureau, and Chamber of Commerce;
- Can demonstrate payment of state and federal taxes;
- Maintains a satisfactory working environment, including compliance with OSHA regulations;
- Has adequate financial resources or the ability to obtain them; and
- Has not moved from another location within the past 120 days if that relocation resulted in loss of jobs at the original site.

Both the business developer and the employer must certify by signature that the pre-award data is accurate. If the survey is acceptable, the business developer will negotiate and prepare a contract for execution by the OWL administrative unit and the employer.

The following policies apply to CT agreements:

Contracts will not be negotiated with any employer who has failed to honor employment commitments under previous customized training or OJT agreements.

A CT agreement may not be negotiated for employment or training of participants in sectarian activities, or to carry out the construction, operation or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship.

A CT agreement may not be negotiated with any business for the purpose of encouraging that business or a part of that business to relocate from another location in the United States if the relocation would result in any employee losing his or her job.

CT contracts will not be awarded if the contract would result in WIA customers displacing other employees.

A customized training contract may be written for the training of an employed participant when the employee is not earning a self-sufficient wage; and the customized training relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the OWIB.

A customized training contract may be written only if the employer makes the commitment to hire at least 75% of the participants who successfully complete the training.

Performance criteria for customized training will be set by the OWIB and the corresponding performance data will be collected by the Business Services unit. A list of providers that have met such criteria, along with the relevant performance information, will be disseminated through the One-Stop delivery system.

Customized training contracts will be monitored for compliance during the life of the contract by a member of the Planning Section of the O`ahu WorkLinks Administrative Unit.

### **III. PARTNER REFERRALS**

WIA requires eighteen federally-funded programs to be available through the one-stop centers. In addition, Hawaii certain public assistance programs also participate in the system. An O`ahu WorkLinks One-Stop Center Customer may be referred to any of the partner agencies at any time during their participation at the centers. Partner program referral sheets which describe the program and lists eligibility criteria should be on display at each center.

The thirteen agencies involved and their mandatory programs are:

1. Alu Like, Inc.: Native American Employment & Training Program
2. City and County of Honolulu, Department of Community Services: Adults, Youth, Dislocated Workers
3. Department of Education Adult and Community Schools: Adult Education and Literacy
4. Department of Human Services, Division of Vocational Rehabilitation
5. Department of Labor & Industrial Relations, Workforce Development Division, O'ahu Branch: Wagner-Peyser; Migrant Seasonal Farm Workers; Trade Adjustment & NAFTA; local Veterans Employment and Disabled Veterans
6. Department of Labor & Industrial Relations, Unemployment Division
7. Honolulu Community Action Program, Inc.: Senior Community Service Employment; Community Services Block Grant; Older Individuals Employment and Training
8. Housing and Community Development Corporation of Hawaii: Housing and Urban Development Employment and Training: YouthBuild; Family Self-Sufficiency
9. Job Corps
10. University of Hawaii, Community Colleges: Postsecondary Vocational Education under Carl Perkins Act
11. US Department of Labor, Veteran Employment and Training: Veteran Employment and Training Services
12. Department of Human Services, Benefits, Employment and Support Services Division: Temporary Assistance to Needy Families (TANF); Employment and Training under SNAP

**Appendix 13**

**Oahu WorkLinks**

**Discrimination and Complaint Procedures**



**O'AHU WORKLINKS**  
City and County of Honolulu  
711 Kapiolani Boulevard, Suite 1422  
Honolulu, Hawaii 96813

This is to acknowledge that I understand and have received a copy of the following information about the O'ahu WorkLinks program:

- General Information about O'ahu WorkLinks services
- Equal Opportunity and Non-Discrimination policy and discrimination complaint procedures
- Incident Report policy and complaint procedures

I also understand that all training and employment services are based on the availability of funds.

---

Participant's Signature

---

Date

---

Participant's Printed Name



~~O'AHU WORKLINKS~~  
GENERAL INFORMATION

The Workforce Investment Act (WIA) has established a federally funded, national One-Stop Career Center system to deliver job training, education and employment services with special emphasis on assisting low income adults, workers who have been laid off from their jobs at-risk youth, and veterans (displaced homemakers and self-employed individuals may also qualify for these services). On O'ahu, these services are provided in different locations through O'ahu WorkLinks One-Stop Centers.

### Purpose of O'ahu WorkLinks

The O'ahu WorkLinks (OWL) program:

- function under the oversight of the O'ahu Workforce Investment Board, and is operated by a partnership of employment training and job service programs provided through:
  - the City and County of Honolulu -- Department of Community Services/WorkHawaii,
  - the State of Hawaii -- Department of Labor and Industrial Relations/Workforce Development Division,
  - the Honolulu Community Action Program, and
  - Alu Like, Inc.
- provide a variety of employment and training services designed to prepare eligible individuals for available work, including employment workshops, access to copiers, fax machines, computers with internet connections, and equipment adapted for persons with disabilities within a resource room for job search purposes; job placement; and providing information about community support services and a variety of federally-funded services.
- may, depending on the availability of funds and whether eligibility requirements are met, refer customers to employment consultants for personal career planning services. This involves joint development of individualized customer employment plans that may include other services such as classroom training, on-the-job training, vocational education, counseling, and remedial education as well as transportation, childcare, safety equipment, and other support services.

### Program Services

- OWL customers who lack employment skills may be eligible to receive limited assistance through several types of services.
- Not all services are continuously available. Availability of a particular service is affected by funding and program policies that are in place at the time that the service is sought. Priority for financial support will be given to customers who have not previously received training funds through WorkHawaii or OWL.
- In order to be eligible for a particular service, the customer must meet federal, state, and local eligibility requirements and be determined by an employment counselor to be in need of assistance.

### *Components of the WIA Adult and Dislocated Worker programs include:*

#### **Counseling**

Each customer requiring individualized attention will be assigned an employment consultant to assist in developing a plan that leads to a job that is selected according to the interests, abilities, and personal needs of the customer. The employment consultant also assesses the needs of customers for various services and assists in locating such services.

#### **Pre-vocational Skills**

Short-term programs generally provide basic job search and/or job seeking skills, and include skill upgrading and retraining, entrepreneurial training, adult education, and literacy training. A short-term program that is related to a particular vocation but does not independently qualify a person for that vocation may also be considered as pre-vocational. Pre-vocational classes may be provided at workshops in the One-Stop Center or in a classroom setting provided by an approved training school or organization.

#### **Vocational or Occupational Skills Training**

Long-term (more than 60 hours) training is generally conducted in a school setting, and is designed to provide individuals with technical skills and information required to perform a specific job or group of jobs. The length of classroom training varies in accordance with the assessment of need, school curriculum, occupational area, and other factors.

**On-The-Job Training (OJT)**

OJT is a type of training developed with the private sector, during which the OWL customer performs productive work and learns knowledge and skills essential to the performance of the job. Participants in OJT positions are new hires and earn wages paid by the employer. Federal and State taxes are deducted from those wages. OWL reimburses employers for up to 50% of the wage rate to compensate for the lower productivity during training.

**Customized Training**

Customized training is designed to meet the general requirements of an employer and is conducted with a commitment to employ OWL customers who successfully complete the training. The employer is responsible for not less than 50% of the training cost.

**Work Experience**

Work experience is a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid. O'ahu Workforce Investment Board policy limits work experience training to workplaces in the non-profit or public sectors.

**Components of the Youth Program include:****Tutoring, study skills training and academic instruction**

leading to secondary school completion, and dropout prevention activities that may include: English as a Second Language classes; remediation/acceleration classes for basic academic skills; special education and support for youth experiencing learning and other disabilities; and computer and computer technology skills enhancement training.

**Alternative secondary school services**

that may include: preparation for General Education Development (GED) testing and Competency-based High School Diploma program; GED testing; Competency-based High School Diploma program; and college testing preparation.

**Summer employment opportunities**

that are directly linked to academic and occupational learning and may include: paid or unpaid summer experience; and paid or unpaid summer work experience combined with academic instruction.

**Paid and unpaid work experience**

that includes internships, job shadowing, work experience, and/or work readiness skills training.

**Occupational skills training**

that may include earning a credential recognized by employers and obtaining employment in the area or related area of training.

**Leadership development opportunities**

that may include training in: cultural enrichment, life skills, financial literacy, and computer skills.

**Adult mentoring for the participation and subsequent period**

for a total period of not less than 12 months.

**Comprehensive guidance and counseling**

which may include drug and alcohol abuse and mental health counseling and referral.

**Support services on a need basis**

to assist individuals in achieving their goals while actively participating in the WIA Youth Program, which may include bus passes and interview and/or work clothes.

**Financial literacy**

in conjunction with leadership development opportunities and/or work readiness training.

**Follow-up services**

that may include assistance in securing better paying jobs, work-related peer support groups, and tracking the progress of an individual's employment after training.

### Customer Responsibilities

OWL policies have been developed to ensure that resources are used only for authorized purposes and made available to as many customers as possible, and that services are presented in a non-disruptive environment that is appropriate for employment-related activities. During participation in the OWL program, customers are evaluated on attendance, grades, attitude, and motivation.

Customers are responsible for:

- complying with OWL policies concerning the use of resources and interaction with staff and other customers at the One-Stop Centers;
- notifying their supervisor/instructor/employment consultant of any changes in their situation, such as changes in address and/or phone number during participation in the OWL program;
- maintaining an average of "C" or its equivalent for each term of Occupational Skills Training, which may otherwise result in the discontinuation of funds;
- notifying the worksite and employment consultant in the event of illness during On-The-Job Training or Work Experience components;
- submitting a doctor's certificate upon returning from an illness that lasts over 3 consecutive days; and
- complying with attendance requirements and understanding that excessive, unexcused absences may result in immediate termination from the OWL program.

**EQUAL OPPORTUNITY IS THE LAW**

Under Federal statutes, it is against the law for this recipient\* of Federal assistance to discriminate on the following bases:

- Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and
- Against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity.

The recipient\* must not discriminate in any of the following areas:

- deciding who will be admitted or have access to any program or activity financially assisted by the WIA, Title I;
- providing opportunities in, or treating any person with regard to, such a program or activity; or
- making employment decisions in the administration of, or in connection with, such a program or activity.

In addition, under State statutes, it is against the law for any recipient to discriminate against an individual on the following bases: National guard participation, ancestry, marital status, arrest/court record, breast-feeding, and sexual orientation.

\* The recipient is the O'ahu WorkLinks program

**What to do if you believe you have experienced discrimination**

If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

Denise L. Tsukayama  
Equal Opportunity Officer  
City and County of Honolulu  
650 South King Street, 10<sup>th</sup> Floor  
Honolulu, Hawaii 96813;

Phone: (808)768-8505  
E-mail: [dtsukayama@honolulu.gov](mailto:dtsukayama@honolulu.gov)

OR

Equal Opportunity Officer, State Department of Labor and Industrial Relations,  
830 Punchbowl Street, Room 319  
Honolulu, Hawaii 96813;

OR

Director, Civil Rights Center (CRC)  
U.S. Department of Labor  
200 Constitution Avenue NW, Room N-4123  
Washington, DC 20210

If you file your complaint with the recipient (County or State), you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner) before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with the CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

This is to acknowledge that I have received information about O'ahu WorkLinks and customer responsibilities, equal opportunity, nondiscrimination, and related complaint policy and procedures; and that I have received a copy of this notice.

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Print Name

STATE OF HAWAII  
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

EQUAL OPPORTUNITY COMPLAINT PROCEDURES

PURPOSE: Discrimination on the basis of race, color, religion, sex/gender, national origin, age, political affiliation or belief, beneficiaries on the basis of citizenship, or disability are prohibited under federal statutes. In addition, discrimination on the basis of political affiliation or belief, arrest and court record, sexual orientation, ancestry, marital status, or breast-feeding are prohibited under state statute. These procedures provide any person who believes that they have been subjected to unlawful discrimination by the Department of Labor and Industrial Relations (DLIR) or recipients of federal or state funds from DLIR a means to seek redress.

OBJECTIVE: The objective of these procedures is to provide employees, applicants, and applicants for employment a means of redress to further the State of Hawaii and DLIR's efforts to eliminate discrimination and reaffirm its commitment to equal opportunity (EO), provide a system of feedback to correct possible problem areas in both work-related and service situations, and provide a complaint system which is readily accessible and simple to use.

ASSURANCES: Complainants and all participants in the investigation process are assured freedom from restraint, interference, coercion, or reprisal. The identity of complainants and witnesses shall be kept confidential except to the extent necessary to ensure a fair determination of the issues.

DEFINITIONS:

ADR: Alternative Dispute Resolution.

Alien: A foreign born resident who has not been naturalized and is authorized to work in the United States of America.

Applicant: An individual who is interested in being considered for financially assisted aid, benefits, services, or training by a recipient, and who has signified that interest by submitting personal information in response to a request by the recipient.

Applicant for employment: A person or persons who make(s) application for employment with DLIR or a recipient of federal or state funds received through DLIR.

Complainant: An individual who files a written complaint alleging discrimination. Where more than one individual files the complaint, the term shall refer to all of them.

CRC: The U.S. Department of Labor, Civil Rights Center.

Department: The State of Hawaii, Department of Labor and Industrial Relations (herein after referred to as DLIR).

Director: The Director of the Department of Labor and Industrial Relations, State of Hawaii.

Discrimination: Unlawful acts or practices that treat an individual less favorably than other similarly situated individuals because of their race, color, religion, sex, sexual orientation, ancestry, national origin, age, disability, political affiliation, arrest and court records, marital status, or breast-feeding.

Employee: Present or former employee of DLIR or recipient.

Equal Opportunity (EO) Complaint: An oral or written allegation of discrimination in employment practices or services provided including but not limited to recruitment, testing, interviewing, selection, transfer, promotion, demotion, training opportunities, work assignments, career counseling, leave, retention, or termination or discharge.

Equal Opportunity (EO) Officer: The Equal Opportunity Officer of the State of Hawaii Department of Labor and Industrial Relations who also serves as the U.S. Department of Labor, Civil Rights Center, Liaison with the State of Hawaii.

Executive: The person who is in ultimate charge of the recipient agency (e.g.; Mayor, Director, President, etc.)

Intending Citizens: Permanent residents, temporary residents, refugees, and asylees who intend to become citizens.

Participants: Means any individual who has been determined to be eligible to participate in, and who is receiving aid, benefits, services, or training under a program or activity funded in whole or in part under Title I of WIA, the Welfare to Work Program, the Senior Community Services Employment Program or other Federal or State funded programs administered by DLIR.

Recipient: Means any entity to which financial assistance is extended, either directly from DLIR, U.S. Department of Labor or through the Governor or another recipient (including any successor, assignee, or transferee of a recipient) but excluding the ultimate beneficiaries of the WIA Title I-funded program or activity.

SCSEP: Means the Senior Community Services Employment Program. Older Americans Act, as amended, Public Law 102-375.

WtW: Means the Welfare to Work Program, Title IV, Part A of the Social Security Act, as amended, Public Law 105-33.

WIA: Means the Workforce Investment Act of 1998, Public Law 105-220.

GENERAL PROVISIONS:

1. The complainant has the burden of establishing the validity and merits of their complaints.
2. A complainant may discontinue the complaint by submitting a "Withdrawal of EO Complaint and Release" form (See Appendix A).
3. Recipients shall have locally developed procedures approved by the DLIR Equal Opportunity Officer.

COMPLAINT PROCEDURES:

A. Who may File: Any person who believes that either they, or any specific class of individuals, has been or is being subjected to discrimination prohibited by federal or state statute, may file a written complaint, either by themselves or through a representative.

B. Where to File:

1. Employee's, applicant's for participation, participants, or applicant's for employment may file with:

U.S. Department of Labor  
Director, Civil Rights Center  
200 Constitution Avenue, N.W., Room N-4123  
Washington, D.C. 20210

OR

Department of Labor and Industrial Relations  
Equal Opportunity Officer  
830 Punchbowl Street, Room 321  
Honolulu, HI 96813  
Phone: (808) 586-8865 (Voice)  
(808) 586-8847 (TTY/TTD)  
1-888-569-6859 (neighbor island TTD)

OR

Hawaii Civil Rights Commission  
830 Punchbowl Street, Room 411  
Honolulu, HI 96813  
Phone: (808) 586-8636 (Voice/TTD)

OR

U.S. Equal Employment Opportunity Commission  
300 Ala Moana Blvd., Room 7123A  
Honolulu, HI 96813  
Phone: (808) 541-3120

OR

City and County of Honolulu  
Department of Human Resources  
Equal Opportunity Officer  
550 South King Street  
Honolulu, HI 96813  
Phone: (808) 768-8505

2. Current State employees may also file a complaint or grievance with their respective unions:

Hawaii Government Employees Association (HGEA)  
888 Mililani Street  
Honolulu, HI 96813  
Phone: (808) 536-2351

3. Aliens/Intending citizens may file a complaint with:

U.S. Department of Justice  
Office of Special Council  
P. O. Box 27728  
Washington, D.C. 20038-2217

OR

Department of Labor and Industrial Relations  
Equal Opportunity Officer  
830 Punchbowl Street, Room 321  
Honolulu, HI 96813  
Phone: (808) 586-8865 (Voice)  
(808) 586-8847 (TTY/TTD)  
1-888-569-6859 (neighbor island TTD)

C. Time for Filing: A complaint must be filed within 180 days of the alleged discrimination. For complaints filed under WIA, The Director, Civil Rights Center, for good cause shown, may extend this filing time.

D. Contents of Complaints: Each complain shall be filed in writing and shall:

1. Be signed by the complainant or their authorized representative;
2. Contain the complainant's name and address (or specify another means of contacting them);

3. Identify the alleged discriminating official (ADO); and
4. Describe the complainant's allegations in sufficient detail to allow for determination whether:
  - a. The appropriate agency has jurisdiction over the complaint;
  - b. The complaint was timely filed; and
  - c. The complaint has apparent merit; i.e., whether the allegations, if true, violate any of the nondiscrimination and equal opportunity provisions of current statutes.

E. Right to Representation: Complainant's have the right to be represented by an attorney or other individuals of their own choice.

F. Complaint processing (DLIR/RECIPIENT ONLY):

1. The EO Officer shall hold a meeting with the complainant within seven working days of receipt of the complaint to hear the complaint and attempt to resolve the problem. The complainant shall be provided procedures for alternative dispute resolution (ADR) and offered the option of proceeding with ADR or customary process.
2. The complainant shall be advised of the options available for redress and given a Notice to Individuals Filing Discrimination Complaints (see Appendix B).
3. The EO officer will assist the complainant in completing the DLIR Form EO-1 (see Appendix C), if requested. Receipt of the complaint will be acknowledged in writing within five working days and shall contain a detailed description of the issues, whether the issues have been accepted, and the reason for any rejection of any issues by the Director/Executive.
4. The EO officer shall investigate the complaint, collecting all pertinent data, interviewing parties involved, and documenting the investigation.
5. Where the case appears to place the burden of proof on the Department/recipient, the EO Officer will attempt an informal resolution of the situation with management, as appropriate.
6. The EO Officer shall prepare a report to the Director/Executive describing the case, results of the investigation, and conclusion; and recommend a course of action or response to the complaint.
7. The Director/Executive shall inform the complainant of the decision in writing within ninety (90) days after receipt of the formal complaint, such time limit may be extended for good cause as determined the Director, Civil Rights Center. The Director/Executive's decision shall include, as applicable, the action or remedy to be taken in response to a valid complaint, the reasons for the dismissal of the complaint, or other options for redress which can be pursued by the complainant. If the complainant is dissatisfied with the final decision, they may still file with

the Civil Right Center (for WIA matters), Hawaii Civil Rights Commission, the U.S. Department of Justice (for Aliens/Intended Citizens), or the U.S. Equal Employment Opportunity Commission within the time frames set by those agencies or they may file a civil suit in state or federal court.

8. Complainants who file with DLIR/recipient, must wait until a decision is issued or until 60 days have passed, whichever is sooner, before filing with the Director CRC. If the complainant has not been provided with a written decision within 60 days of the filing of the complaint, the complainant need not wait for a decision to be issued, but may file a complaint with the Director CRC within 30 days of the expiration of the 60-day period.

9. Where the complaint does not appear valid (no prima facie case), the complainant will be advised of the reasons and that the complaint will not be pursued through the complaint process and to pursue other avenues of redress if not satisfied.

G. ADR processing

1. Any complainant who wishes to file a complaint will be given the option of using ADR as a means of resolving their complaint.

2. Complainants will be directed to the DLIR Equal Opportunity Officer who will evaluate the case and determine whether assignment of the case to the Mediation Centers of Hawaii is appropriate. The Mediation Centers of Hawaii will schedule a meeting between all parties and the mediator within ten (10) working days after receipt of the case.

3. Upon completion of mediation, the Mediation Centers of Hawaii will provide a disposition of the case within forty-eight hours from the time mediation ends.

4. All records and discussions that arise or occur during mediation shall be kept confidential and not be disclosed to anyone.

5. Parties to any agreement reached under ADR may file a complaint with the Director CRC within 30 days of the date on which the non-breaching party learns of any alleged breach in the agreement.

|   |                  |
|---|------------------|
| State of Hawaii<br>Department of Labor and Industrial Relations<br><br><b>WITHDRAWAL/RELEASE OF<br/>                 EQUAL OPPORTUNITY COMPLAINT</b>  |                  |
| Name <i>(Please print)</i>  | Complaint number |
| Nature of complaint   | Date filed       |
| <b>STATEMENT</b><br><br>I hereby withdraw my complaint of discrimination. I further release and forever discharge the State of Hawaii, Department of Labor and Industrial Relations/recipient, and all their past and present officers, employees, and agents from any and all claims, demands, actions, causes of actions, or suits at law or in equity, know or unknown, concerning the act or actions giving rise to or otherwise related to the complaint indicated above.<br><br>I have read and fully understand the foregoing, and make this withdrawal and release voluntarily and of my own free will, without coercion or duress from anyone. |                  |
| Signature of complainant  | Date             |

DLIR EO Form #2 (Rev 5/00)

State of Hawaii  
Department of Labor and Industrial Relations

**NOTICE TO PERSONS WHO BELIEVE THEY HAVE  
BEEN DISCRIMINATED AGAINST**

- Any person who believes that they or any specific class of individual has been or is being subjected to discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act of 1990, as amended; the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act of 1967, as amended the Immigration Control and Reform Act, as amended; 29 CFR Part 37; Chapter 378, Hawaii Revised Statutes; the Older American Act, as amended; the Social Security Act, as amended; and/or the Equal Pay Act of 1963, as amended, may file a written complaint by themselves or by a representative.
- An EO complaint Form, DLIR EO Form #1 (see Appendix C), is to be submitted to register your complaint. If you choose to present your complaint orally, you will be asked to sign a DLIR EO Form #1 and it will be completed for you based on information you provide.
- Each complaint filed shall be signed by the complainant or their authorized representative; contain the complainant's name and address (or specify another means of contacting them); identify the alleged discrimination official (ADO); and describe the complaint's allegations in sufficient detail to allow for the determination whether, the appropriate agency has jurisdiction over the complaint, the complaint was timely filed, and the complaint has apparent merit.
- Each complainant has the right to be represented by an attorney or other individual of their own choice.
- You may request notification in writing of each of the steps taken in the processing of your complaint and of any decision reached at any of these steps. You will be notified ahead of time of any inquiry or conference to be held regarding your complaint.
- You and all participants in the investigation process are assured freedom from restraint, interference, coercion, or reprisal. The identity of complainants and witnesses shall be kept confidential except to the extent necessary to ensure a fair determination of the issues.
- You may withdraw your complaint under departmental procedures at any time by submitting a Withdrawal of EO Complaint and Release Form, DLIR EO Form #2, (see Appendix A).

Page B-1

- Pursuant to current regulations, a complaint must be filed within 180 days of the alleged discrimination. For complaints filed under WIA, the Director, Civil Rights Center, U.S. Department of Labor, for good cause shown, may extend this filing time. It is the complainants responsibility to ensure time frames are met consistent with agency chose for filing complaint.
- You have the right, within time frames specified, to file your complaint with any of the following agencies. You are responsible for inquiring directly with these agencies on the steps necessary for redress.

U.S. Department of Labor  
Director, Civil Rights Center  
200 Constitution Avenue, N.W., Room N-4123  
Washington, D.C. 20210

OR

Department of Labor and Industrial Relations  
Equal Opportunity Officer  
830 Punchbowl Street, Room 321  
Honolulu, HI 96813  
Phone: (808) 586-8865 (Voice)  
(808) 586-8847 (TTY/TTD)  
1-888-569-6859 (neighbor island TTD)

OR

Hawaii Civil Rights Commission  
830 Punchbowl Street, Room 411  
Honolulu, HI 96813  
Phone: (808) 586-8636 (Voice/TTD)

OR

U.S. Equal Employment Opportunity Commission  
300 Ala Moana Blvd., Room 7-127  
Honolulu, HI 96813  
Phone: (808) 541-3120

OR

Page B-2

City and County of Honolulu  
Department of Human Resources  
Equal Opportunity Officer  
550 South King Street  
Honolulu, HI 96813  
Phone: (808) 768-8505

2. Current State employees may also file a complaint or grievance with:

Hawaii Government Employees Association (HGEA)  
888 Mililani Street  
Honolulu, HI 96813  
Phone: (808) 536-2351

3. Aliens/Intending citizens may file a complaint with:

U.S. Department of Justice  
Office of Special Counsel  
P. O. Box 27728  
Washington, D.C. 20038-2217

OR

Department of Labor and Industrial Relations  
Equal Opportunity Officer  
830 Punchbowl Street, Room 321  
Honolulu, HI 96813  
Phone: (808) 586-8865 (Voice)  
(808) 586-8847 (TTY/TTD)  
1-888-569-6859 (neighbor island TTD)

CONFIDENTIAL

Appendix C

STATE OF HAWAII  
Department of Labor and Industrial Relations

EQUAL OPPORTUNITY COMPLAINT FORM  
(Please Print)

Case Number \_\_\_\_\_ SSN \_\_\_\_\_ Date/Timed  
Received \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Business \_\_\_\_\_

Basis for alleged discrimination (Please Mark One)

- 1 Federal Statutes (Title VI, VII, and IX, Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990, as amended; Equal Pay Act of 1963, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; 38 U.S.C. 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; Immigration Reform Act; Older American Act, as amended; Social Security Act, as amended; or 29 CFR Part 37)
- 2 State Statutes (Chapter 378, HRS)
- 3 Both Federal and State Statutes

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Sex <sup>3</sup> /Gender <sup>1</sup> | <input type="checkbox"/> National Guard Duty <sup>2</sup>       | <input type="checkbox"/> Marital Status <sup>2</sup> |
| <input type="checkbox"/> Age <sup>3</sup>                      | <input type="checkbox"/> National Origin <sup>3</sup>           | <input type="checkbox"/> Breastfeeding <sup>2</sup>  |
| <input type="checkbox"/> Race <sup>3</sup>                     | <input type="checkbox"/> Political Affiliation <sup>2</sup>     | <input type="checkbox"/> Disability <sup>3</sup>     |
| <input type="checkbox"/> Color <sup>3</sup>                    | <input type="checkbox"/> Arrest/Court Record <sup>2</sup>       | <input type="checkbox"/> Citizenship <sup>1</sup>    |
| <input type="checkbox"/> Religion <sup>3</sup>                 | <input type="checkbox"/> WIA Title I Participation <sup>1</sup> | <input type="checkbox"/> Other (Specify) _____       |
| <input type="checkbox"/> Ancestry <sup>2</sup>                 | <input type="checkbox"/> Sexual Orientation <sup>2</sup>        |  |

Nature of the alleged discrimination (Examples: recruitment, interviewing, testing, selection, promotion, demotion, worksite placement, performance evaluation, training, transfer, discharge, work assignment, leave of absence, pregnancy, benefit approval, participant selection, job referral). Please specify:

Explain/describe briefly how and/or why you believe you were discriminated against. Be specific: include the name(s) of the individual(s) involved, the remedy/relief you are seeking (what you want to have done) if your complaint is found to be valid. Please use reverse if you require more space.

CERTIFICATION: By my signature below, I certify that the statement of my complaint above and on any page(s) attached is true to the best of my knowledge and belief. I also agree to notify the Equal Opportunity Officer if I change my address or telephone number(s). I further understand that I may withdraw my complaint at any time by submitting a Withdrawal and Release form DLIR EO Form #2.

\_\_\_\_\_  
Date  
DLIR EO Form #1 Rev 9/00

\_\_\_\_\_  
Signature

CONFIDENTIAL

STATE OF HAWAII  
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

**COMPLAINT PROCEDURES**  
(For Complaints Other Than Discrimination Complaints)

**PURPOSE:**

Recipients receiving funds from the U.S. Department of Labor (USDOL) for employment and training programs must establish and maintain grievance procedures for resolving complaints alleging violations of statutory and regulatory provisions. The procedures described herein are for complaints other than discrimination complaints which are described in Attachment 1.

**OBJECTIVE:**

The objective of these procedures is to provide Complainants, who are covered under applicable statutory and regulatory provisions, a means to seek redress.

**ASSURANCES:**

Complaints and other parties in the investigative process are assured freedom from restraint, interference, coercion, or reprisal. The identity of Complainants and witnesses shall be kept confidential except to the extent necessary to ensure a fair determination of the issues.

**DEFINITIONS:**

**Currently employed workers:** An individual employed by an employer at the time that the employer agrees to hire a program participant for a subsidized or unsubsidized position.

**Displacement:** A situation in which the placement of a program participant in a subsidized or an unsubsidized job results in the job loss of a currently employed worker, or a reduction in non-overtime work hours, wages, or employment benefits of currently employed workers of the same employer.

**Local Area Program Agency:** The agency responsible for operating the covered employment and/or training program at the county level, including enrollment, case-management, and placement of program participants.

Participants: Means any individual who has been determined to be eligible to participate in, and who is receiving aid, benefits, services, or training under a program or activity funded in whole or in part under Title I of WIA, the Welfare-to-Work Program, the Senior Community Services Employment Program or other Federal or State funded programs administered by the State Department of Labor and Industrial Relations (DLIR)

Recipient: Means any entity to which financial assistance is extended, either directly from DLIR, U.S. Department of Labor or through the Governor or another recipient (including any successor, assignee, or transferee of a recipient) but excluding the ultimate beneficiaries of the program or activity.

SCSEP: Means the Senior Community Services Employment Program. Older Americans Act, as amended, Public Law 102-375.

WtW: Means the Welfare-to-Work Program, Title IV, Part A of the Social Security Act, as amended, Public Law 105-33.

WIA: Means the Workforce Investment Act of 1998, Public Law 105-220.

#### GENERAL PROVISIONS:

1. The Complainant has the burden of establishing the validity and merit of his/her complaint.
2. A Complainant may discontinue the complaint by submitting a "Withdrawal of Complaint and Release" form (see Appendix A).

#### COMPLAINT PROCEDURES:

##### A. Who May File

1. Program applicants, participants, staff and other interested parties, including one-stop partners and WIA service providers, may file complaints alleging violations of the statutory or regulatory provisions of a covered employment and/or training program.
2. Currently employed workers may file complaints regarding displacement by program participants.

##### B. Where to File

Complainants should file complaints with the local area program agency operating the applicable program. Any complaints filed directly with DLIR shall be remanded to the local area program agency for processing.

##### C. Time for Filing

A complaint must be filed within one hundred eighty (180) days of the alleged violations.

Page 2

#### D. Contents of Complaints

All complaints must be filed in writing and include the following:

1. The Complainant's name, address, and phone number or other means of contact;
2. Identification of the alleged violation;
3. Description of the alleged violation in sufficient detail to allow for a determination of whether:
  - (a) The local area program agency has jurisdiction over the complaint;
  - (b) The complaint was filed within one hundred eighty (180) days of the violation;
  - (c) The complaint has apparent merit (i.e., the allegations, if true, violate statutory or regulatory provisions); and
4. Signature of the Complainant or his/her authorized representative.

The form provided in Attachment B may be used to submit the above information.

#### D. Right to Representation

Complainants have the right to be represented by attorneys or other individuals of their choice.

#### E. Complaint Processing

The steps and time frames for processing a complaint are provided below. Table 1 on page 7 provides a summary of the process.

1. The responsible local area program agency shall hold a meeting with the Complainant within eight calendar days of the receipt of the written complaint to hear the issues.

Where the complaint does not appear valid, the Complainant should be advised of the reasons and that the complaint will not be pursued through the complaint process.

If the complaint appears to be valid, the local area program agency shall attempt to rectify the situation through information resolution.

2. If an informal resolution cannot be reached within fifteen (15) calendar days for the receipt date of the complaint, the Complainant may request a formal hearing.

The request for a formal hearing must be received for the Complainant within seven (7) calendar days after the time limit for informal resolution (i.e., within twenty-two (22) days from the receipt date of the complaint.)

3. The responsible local area program agency shall conduct a formal hearing within thirty four (34) calendar days from the receipt date of the complaint.

The Complainant shall be provided with a written notice of the hearing that includes:

- The date and time of the hearing;
- The location of the hearing;
- The purpose of the hearing and a statement of the issues; and
- Procedural rights, such as the right to representation, to present testimony, to bring witnesses and records, and to present oral arguments.

The hearing shall be conducted in a manner that is fair and impartial, and allow all parties a full opportunity to present issues, evidence and pertinent fact. A taped or transcribed record shall be made of the hearings.

4. The responsible local area program agency shall provide the Complainant with a written decision within ten calendar days after the date of the hearing or within forty-four (44) calendar days of the receipt of the complaint. The decision should be sent to the Complainant by certified mail, return receipt requested.
5. The Complainant may appeal the decision within thirty (30) days of the receipt of the decision. The appeal should be submitted in writing to the following address:

Administrator  
Workforce Development Division  
State Department of Labor and Industrial Relations  
830 Punchbowl Street, Room 329  
Honolulu, Hawaii 96813

6. Appeal hearings will be conducted by the State Department of Labor and Industrial Relations (DLIR) Employment Security Appeals Referee.
7. The Appeals Referee will conduct an appeal hearing within one hundred and four (104) days from the receipt date of the complaint.
8. The Appeals Referee shall provide a written final determination of the Complainants appeal within one hundred and twenty (120) days of the receipt date of the complaint.

Table 1  
**COMPLAINT PROCESSING TIMELINE**

| Processing Days | Cumulative Days | Event                            |
|-----------------|-----------------|----------------------------------|
|                 | 1               | Complaint Received               |
| 7               | 8               | Informal Hearing                 |
| 7               | 15              | Deadline for Informal Resolution |
| 7               | 22              | Request for Formal Hearing       |
| 12              | 34              | Formal Hearing                   |
| 10              | 44              | Written Decision                 |
| 30*             | 74              | Appeal                           |
| 30              | 104             | Appeal Hearing                   |
| 16              | 120*            | Final Determination              |

\* Set by law

| WITHDRAWAL/RELEASE OF COMPLAINT   |                  |
|---|------------------|
| Name <i>(Please print)</i>  | Complaint number |
| Nature of complaint   | Date filed       |
| <p><b>STATEMENT</b></p> <p>I hereby withdraw my complaint. I further release and forever discharge the State of Hawaii, Department of Labor and Industrial Relations/recipient, and all their past and present officers, employees, and agents from any and all claims, demands, actions, causes of actions, or suits at law or in equity, known or unknown, concerning the act or actions giving rise to or otherwise related to the complaint indicated above.</p> <p>I have read and fully understand the foregoing, and make this withdrawal and release voluntarily and of my own free will, without coercion or duress from anyone.</p> |                  |
| Signature of complainant  | Date             |

CONFIDENTIAL

Appendix B

COMPLAINT FORM  
(Please Print)

Case Number \_\_\_\_\_ SSN \_\_\_\_\_ Date/Time Received \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Home \_\_\_\_\_ Business \_\_\_\_\_

Basis for alleged complaint (Please Mark One)

- Displacement
- Labor Standards
- Health/Safety Standards
- Other (Specify) \_\_\_\_\_

Explain/describe briefly in what way there was a violation of statutory provisions. Be specific: include the name(s) of individual(s) involved, the remedy/relief you are seeking (what you want to have done) if your complaint is found to be valid. Please use reverse side if you require more space.

---



---



---



---



---

**CERTIFICATION:** By my signature below, I certify that the statement of my complaint above and on any page(s) attached is true to the best of my knowledge and belief. I also agree to notify the local area program agency if I change my address or telephone number(s). I further understand that I may withdraw my complaint at any time by submitting a Withdrawal and Release form.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
**CONFIDENTIAL**

STATE OF HAWAII  
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
Incident Report Procedures

I. Purpose

The purpose of these procedures is to delineate the steps that will be followed for reporting incidents, including but not limited to criminal fraud, criminal abuse or other criminal activity and non-criminal complaints, such as waste of funds, to the State of Hawaii Department of Labor and Industrial Relations (DLIR), the United States Department of Labor (USDOL), Office of Inspector General (OIG), and Office of the Regional Administrator (ORA).

II. Definition

- A. Complaint - any criminal and non-criminal complaint accepted by USDOL as incidents, such as gross waste of funds, mismanagement and dangers to the public health and safety.
- B. Subrecipient - an entity to which a Workforce Investment Act (WIA) grant is awarded by the DLIR and which is accountable to the DLIR for the use of the funds provided.
- C. Fraud - any deceitful act or omission, or willful device used with the intent to obtain some unjust advantage for one party, or to cause an inconvenience or loss to another party. Types of fraud include embezzlement, forgery, theft, solicitation and receipt of bribes (kickbacks), and falsification of records and claims.
- D. Misapplication of Funds - any use of funds, assets, or property not authorized or provided for in the grant or contract. This category includes, but is not limited to, nepotism, political patronage, use of participants for political activity, intentional services to ineligible enrollees, conflict of interest, failure to report income derived from federal funds, violation of contract provisions, maintenance of effort violations, and the use of the WIA funds for other than WIA purposes.
- E. Gross Mismanagement - is defined as actions or situations arising out of management ineptitude or oversight, which lead to a major violation of contract provisions and/or which severely hamper accomplishment of program goals. These include situations which lead to waste of government resources and put into serious jeopardy future support for a particular project. This category includes, but is not limited to, inauditable records, unsupported costs, highly inaccurate fiscal and/or program reports, payroll discrepancies, payroll deductions not paid to the Internal Revenue Service or the State of Hawaii, and the lack of internal control procedures.

- F. Employee / Participant misconduct should be considered as actions occurring during or outside work hours that reflect negatively on the program or its purpose, and may include, but are not limited to, conflict of interest involving outside employment, business and professional activities, and the receipt or giving of gifts, fees, entertainment, and favors; misuse of federal property; misuse of official information; and other activities that might adversely affect the confidence of the public regarding the integrity of government.
- G. Standard of Conduct Violations are violations of terms and conditions stipulated in a subgrant agreement.

III. Incident Report, DL I-156

The Incident Report (IR), Form DL I-156, is a standardized federal form to provide written notification to the USDOL of known or suspected incidents of fraud, program abuse, or criminal conduct pursuant to 20 CFR 667.630. (Reference Form DL I-156 attached)

A. Purpose

- 1. Report occurrences of suspected or known fraud or abuse.
- 2. Allow the USDOL to identify trends and patterns of possible abuse throughout the States.

B. Completion of Form

- 1. Form DL I-156 shall include as much detail as possible concerning the allegations, including who, when, where, what, how and the extent. The filer is not required to provide his/her name. The USDOL's policy is to honor requests for confidentiality and not to release any data that would identify such individuals unless required to do so by order of law (e.g. court order, subpoena).
- 2. Information (if available) should include the following:
  - a. Type of USDOL funds or programs involved and any specific restrictions, rules, or regulations related to them.
  - b. What the individual(s) did. Include anything the individual may have done to avoid detection.
  - c. Names, positions, organizations involved in the activity, as well as the names of individuals.

- d. Date(s) of the misconduct or wrongdoing.
- e. Name and address of primary and subcontractor(s).
- f. Bid, contract, grant numbers, type of contract, date of contract or award, name of agency official responsible for the contract or grant, cost and terms of the contract, etc.
- g. If the misconduct was reported to another federal agency, provide as much information as possible on when it was reported and who received the report.

C. Reporting to the USDOL

Grant recipients and subrecipients receiving WIA funds directly from the DLIR shall file the IR report to the OIG through the USDOL ORA. Within one workday of detection or discovery of information alleging fraud, abuse or other criminal activity involving WIA funds, a written incident report, Form DL I-156 shall be prepared by the detecting entity.

1. Submit original form(s) to:

Office of the Regional Administrator  
USDOL Department of Labor, ETA  
P.O. Box 193767  
San Francisco, CA 94119-3767

2. You can send a fax to USDOL ETA, IR Unit at 415-921-9271

3. Submit copies to:

WDD Administrator  
State of Hawaii Dept of Labor & Industrial Relations  
830 Punchbowl Street, Room 329  
Honolulu, HI 96813

4. The ORA will distribute the IR in accordance with established USDOL procedures, including sending the IR to the Office of the Inspector General (OIG).

D. Direct reporting to the USDOL's National Office

Form DL I-156 may also be completed and sent directly to the USDOL's OIG National Office in Washington D.C. in the following manner.

1. Internet reporting.

- a. You can send allegations by accessing this e-mail address: [hotline@oig.dol.gov](mailto:hotline@oig.dol.gov) (put "hotline complaint" in the subject).
- b. To use a Hotline Form, you must have a web browser that supports both forms and HTML 3.0 tables.

2. Other reporting methods.

- a. You can call the toll-free telephone number : 1-800-347-3756 or 202-693-6999.
- b. You can send a fax to: 202-693-5210
- c. You can write to:

U.S. Department of Labor  
Office of Inspector General  
200 Constitution Avenue, N.W.  
Room S-5506  
Washington, D.C. 20210

3. Copies should also be sent to the USDOL ORA and the State of Hawaii DLIR. (Reference III. C. above)

IV. Roles and Responsibilities of the OIG

The OIG conducts criminal, civil, and administrative investigations relating to violations of Federal laws or regulations, concerning the United States Department of Labor.

- A. The OIG, upon receipt of the IR, will send a written notification to the ORA, who in turn will send the notification to the DLIR.
- B. The OIG will determine if the IR warrants an investigation including working closely with the Department of Justice and other Federal, state, and local law enforcement organization.

- C. Upon determining if an IR warrants an investigation, the OIG will notify the ORA. No further action is taken by the ORA or the DLIR unless advised by the OIG.
- D. If the OIG declines to investigate, the ORA will take appropriate action including requesting the DLIR to initiate appropriate action.
- E. Additional information on the roles and responsibilities of the OIG is provided in more detail at the OIG website at [www.oig.dol.gov](http://www.oig.dol.gov).

V. Roles and Responsibilities of the ORA

The ORA assists the OIG in the resolution of an incident report.

- A. The ORA is responsible for transmitting and following-up on instructions from the OIG.
- B. If the OIG decides to investigate the incident, the ORA will wait for further instructions from the OIG including any request to the DLIR to commence formal resolution.
- C. If the OIG declines to investigate, the ORA may initiate an investigation or remand the case to the DLIR for appropriate resolution.

VI. Roles and Responsibilities of the DLIR

- A. Within twenty-four (24) hours of receipt of an IR from a grant recipient, subrecipient, employee, or the public, the DLIR will send the IR to the ORA. The DLIR will await further instructions from the ORA or the OIG before taking further action.
- B. If the OIG declines to investigate, the ORA may remand the case to the DLIR for appropriate resolution.
- C. An IR remanded to the DLIR Workforce Development Division (WDD) Administrator will require an appropriate course of action based on the nature of the allegations and available information. The basic course of action shall include the following:
  - 1. Assignment of staff to conduct the fact finding investigation.
  - 2. Based on the fact finding results, establishment of a resolution process including :
    - a. Notice of Initial Determination

- b. Informal Resolution Period
  - c. Final Determination
  - d. Debt collection, if required
  - e. Appeal rights
3. A request for closure.

The WDD Administrator shall submit a Request for Closure letter to the ORA. This notice includes sufficient documentation to assure the USDOL that all findings have been addressed by the State.

#### VII. Roles and Responsibilities of the DLIR WIA Grant Recipient or Subrecipient

Each DLIR grant recipient or subrecipient that receives WIA funds shall establish appropriate internal program management procedures to prevent and detect fraud, abuse, and criminal activity. At a minimum, these procedures should include:

- A. A reporting process to ensure that the OIG, the ORA, and the DLIR are notified immediately of any allegations of WIA-related fraud, abuse, or criminal activity.
- B. Designation of the person(s) responsible for IR notifications, who is identified as the Administrator of Oahu WorkLinks/WorkHawaii.
- C. A process to ensure that lower level subrecipients are provided with written notification of their responsibilities in the IR process. Information should include the USDOL OIG Hotline for anonymous reporting of incidents. The Hotline and IR process is only to be used for fraud, abuse, and waste, and not for employee grievances, EEO complaints or labor disputes.

#### VIII. Request for Waiver of Liability

- A. A recipient of the IR may request a waiver of liability under WIA Section 184(d)(2).
- B. Waiver of the liability may be made relative to the IR or any supplemental IR in accordance with 20 CFR 667.720.
- C. Only the DOL Grant Officer has the authority to grant a waiver.
- D. Criteria for Waiver
  1. Misexpenditure occurred at a subrecipient's level.

2. Not due to willful disregard.
3. If fraud did exist, it was perpetrated against recipient/subrecipient.
4. Recipient discovered, reported and cooperated in prosecution.
5. Further debt collection inappropriate or futile.

For Official Use Only (When filled in)

1. Date of report

2. Agency designation code (Yr.) (Agency) (Report No.)

3. File Number (For IG use)

Type of report

Initial  Supplemental  Final  Other (Specify) \_\_\_\_\_

5. Type of incident  Conduct violation  Criminal violation  Program violation

6. Allegation against  DOL Employee  Contractor  Grantee  Program participant or claimant  Other (Specify) \_\_\_\_\_

Give name and position of employee(s), contractor(s), grantee, etc. List telephone number, OWCP or other Claim File Number, if applicable, and other identifying data:

7. Location of incident (Give complete name(s) and addresses of organization(s) involved)

8 Date and time of incident /discovery

9. Source of complaint  Public  Contractor  Grantee  Program Participant  Audit

Investigative Law Enforcement Agency (Specify) \_\_\_\_\_

Other (Specify) \_\_\_\_\_  
a name and telephone number so additional information can be obtained.

10. Contacts with law enforcement agencies (Specify name(s) and agency contacted and results)

11 Expected concern to DOL

Local  Regional  National  Media interest  Executive interest  GAO/ Congressional interest  
 Other (Specify) \_\_\_\_\_

12. DOL Agency involved

SECY  ESA  ETA  ILAB  LMSA  MSHA  OASAM  OIG  
 OSHA  SOL  ASP  BLS  NCEP  WB  OIPA  
 Other (Specify) \_\_\_\_\_

Amount of grant or contract (If known) \$ \_\_\_\_\_

Amount of subgrant of subcontract.(If known) \$ \_\_\_\_\_

13. Persons who can provide additional information (include custodian of

| Name | Grade | Position or job title | Employment | Local Address (Street, City, & State) or organization, if employed and telephone number |
|------|-------|-----------------------|------------|---|
|------|-------|-----------------------|------------|---|

Enter one of these codes

U - Unemployed

G - Grantee

C - Contractor

D - DOL

F - Other Federal Employee

P - Program Participant or claim

(Complete page 2 of this form)

**Appendix 14**

**Sunshine Law**

**Accessibility of board meeting minutes  
Hawaii State Office of Information Practices**

## **Quick Review: Sunshine Law Requirements for Public Meeting Minutes** (December 2012)

For boards subject to the Sunshine Law, Part I of Chapter 92, Hawaii Revised Statutes (HRS), here is a quick review of the Sunshine Law's minutes requirements for public meetings.

All Hawaii state and county boards that are subject to the Sunshine Law must keep minutes of all meetings, including executive sessions. Minutes of a public meeting must be available to the public, upon request, within 30 days after the date of the meeting. HRS § 92-9(b).

This automatic disclosure requirement, however, does not apply to the minutes of executive meetings that are properly closed to the public. Executive meeting minutes may be withheld to the extent that their disclosure would defeat the purpose of closing the meeting to the public in the first place. HRS § 92-9(b).

### **Contents:**

Minutes must provide "a true reflection of the matters discussed at the meeting and the views of the participants." HRS § 92-9(a). The primary purpose for minutes is to record what the decision-makers (the board members) did and discussed during the meeting, so that the public can scrutinize their actions. While the law also requires the minutes to reflect the views of participants in the meeting who are not board members, it is sufficient for the minutes to describe, in very general terms, the positions expressed by these other participants.

A board is not required to keep a transcript of a meeting, although a transcript can serve as minutes if the board prefers. Paraphrasing the discussions and testimony taking place at the meeting is fine, so long as readers can tell what was discussed and what the various participants' views were.

Minutes are required to include the following specific information:

- (1) The date, time and place of the meeting;
- (2) The members of the board recorded as either present or absent;
- (3) The substance of all matters proposed, discussed, or decided; and a record, by individual member, of any votes taken; and
- (4) Any other information that any member of the board requests be included or reflected in the minutes. HRS § 92-9 (a).

### **Practice tips:**

- The Sunshine Law does not require board approval of meeting minutes. Although many boards choose to approve their minutes at a subsequent meeting, the Sunshine

Law still requires that minutes be made available within 30 days after a meeting, even if the board has not yet approved the minutes. If a board receives a request for minutes of a meeting held 30 or more days ago and the minutes have not been finalized, the board should provide a record of the meeting in whatever form it then exists, even if it is in draft form or in the form of notes. The board can stamp the minutes as a "DRAFT" and let the requester know that a final version will be forthcoming later, but if 30 or more days have elapsed since the meeting, the board must provide minutes of some sort upon request.

- Draft minutes are often circulated to board members to review and make corrections in advance of the meeting at which the minutes will be approved. To avoid potential problems with serial communications and discussions outside of a properly noticed meeting, however, board members' comments and revisions should not be circulated to other board members. Changes could instead be directed to and incorporated into a revised draft by staff for distribution to board members, without identifying the board members who suggested the revisions.
- Minutes should reflect who spoke and the gist of what was said. Instead of simply stating that "Discussion was had," minutes should summarize or paraphrase the board members' discussion, such as, "Member A asked whether . . ." and "Member B stated that . . ."
- Minutes should reflect a participant's testimony that was presented, but it is sufficient for the minutes to reflect it in a minimal form, such as, "Kimo Doe testified against the proposal to . . ."
- A board member's right to request that specific information be included in the minutes only applies while the meeting is still taking place. Thus, during a meeting, a board member can make a request such as, "Please let the minutes reflect that I own property adjacent to the parcel discussed in agenda item 5," or "I would like these written remarks included in the minutes verbatim," and the board must honor the request. The board member cannot wait until after the meeting and then insist that the minutes be amended to include additional information.
- Even after voting to approve a particular set of minutes, a board may choose to amend the minutes at some later time. So long as the minutes continue to provide a true reflection of what happened at the meeting and include the information required by law, there is no Sunshine Law violation when amending old minutes. Since the Sunshine Law does not have procedures for amending minutes that have already been adopted, OIP recommends that boards follow their own procedures or consult with their attorneys regarding such amendments.

- There is no requirement in the Sunshine Law that boards maintain a list of persons who wish to receive minutes, or that boards post minutes online. How long minutes are kept available on a website, if at all, depends on the board and its retention policy, if any, and is not covered by the Sunshine Law. Moreover, there is no right under the Sunshine Law to make a continuous, standing request for copies of a board's minutes.
- Once disclosure of executive meeting minutes, or relevant portions thereof, would no longer defeat the purpose of closing the meeting to the public, they should be made available to the public, if requested. For example, minutes of an executive meeting to discuss a proposed land purchase could generally be disclosed once the deal was completed. On the other hand, if an executive meeting was held to protect the privacy of an employee being evaluated, the purpose for the executive session generally could continue to apply indefinitely.

For additional assistance, please check out OIP's training materials, including the Sunshine Law Guide, at [hawaii.gov/oip](http://hawaii.gov/oip). For general advice, you may contact OIP's attorney of the day by calling (808) 586-1400 or e-mailing [oip@hawaii.gov](mailto:oip@hawaii.gov).