

MEMORANDUM OF UNDERSTANDING

**For Implementation of the Workforce Investment Act
For the Period of
July 1, 2012 – June 30, 2014**

Northern Virginia Workforce Investment Board
8300 Boone Boulevard, Suite 450
Vienna, VA 22182
Tel: (703) 752-1606
Web: www.myskillsource.org

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Partners in the Northern Virginia Workforce System for 7/1/12 – 6/30/14**

Listing of Partners

The following Memorandum of Understanding (the Agreement) sets forth the terms of agreement for cooperation and consultation with regard to implementation of the Workforce Investment Act among the following agencies (the Agencies):

- Northern Virginia Workforce Investment Board (NVWIB)
- The **SkillsSource** Group, Inc.
- Fairfax County (through its Department of Family Services)
- Fairfax County (through its Department of Housing and Community Development)
- Fairfax County Public Schools
- Job Corps
- Loudoun County (through its Department of Family Services)
- Loudoun County Public Schools
- City of Manassas (through its Department of Family Services)
- City of Manassas Park (through its Department of Social Services)
- National Council on Aging
- Prince William County (through its Department of Social Services)
- Prince William County Public Schools
- Commonwealth of Virginia (through its Department for Aging and Rehabilitative Services)
- Commonwealth of Virginia (through its Department for the Blind and Vision Impaired)
- Commonwealth of Virginia (through the Virginia Employment Commission)
- Commonwealth of Virginia (through the Northern Virginia Community College)

This Agreement constitutes the entire understanding of the parties. All previous dealings between the parties as to matters covered by this Agreement are merged into this agreement. If any part or parts of this agreement are held invalid by a court of competent jurisdiction, the remainder of the agreement shall be enforceable as written.

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I. Purpose of Agreement

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship among the Agencies and to set forth the relative responsibilities of the Agencies insofar as they relate to planning and implementation of individual and mutual duties, obligations, and responsibilities under the Workforce Investment Act.

To ensure the utmost flexibility for all Agencies within this Agreement, it is understood and agreed that two or more Agencies may enter into separate Supplemental Agreements among themselves. Such Supplemental Agreements, when relevant to the Workforce Investment Act, will become part of this Agreement as long as they are consistent with the terms of this Agreement and do not impose any duties or obligations on any other party to this Agreement without such party's express written consent. The Supplemental Agreements shall specify what the individual agreements are and the obligations that are applicable to the two or more agencies involved in such Supplemental Agreements. These Supplemental Agreements shall also be subject to all the terms in this Agreement, including but not limited to, the limitations set forth in Sections VII, VIII, and IX of this Agreement.

II. Strategic Vision for the System and Map

The Agencies commit to the vision, mission, and strategic goals set forth by the NVWIB for the Workforce Development System through Agency policies and through resources where appropriate.

Vision: A vibrant business and workforce region that is globally competitive.

Mission: To facilitate and enhance the employability of individuals seeking employment and employer access to a qualified workforce.

Value

Proposition: We are consultative in meeting business needs by creating a flow of ready and prepared potential workers; helping businesses envision and implement alternative workplace environments that enhance the ability of workers to be more effective in the workplace; and providing resources to support skill development for future and current workers.

Goal #1 Support and help to build and prepare a skilled and competitive workforce for Northern Virginia business and industry.

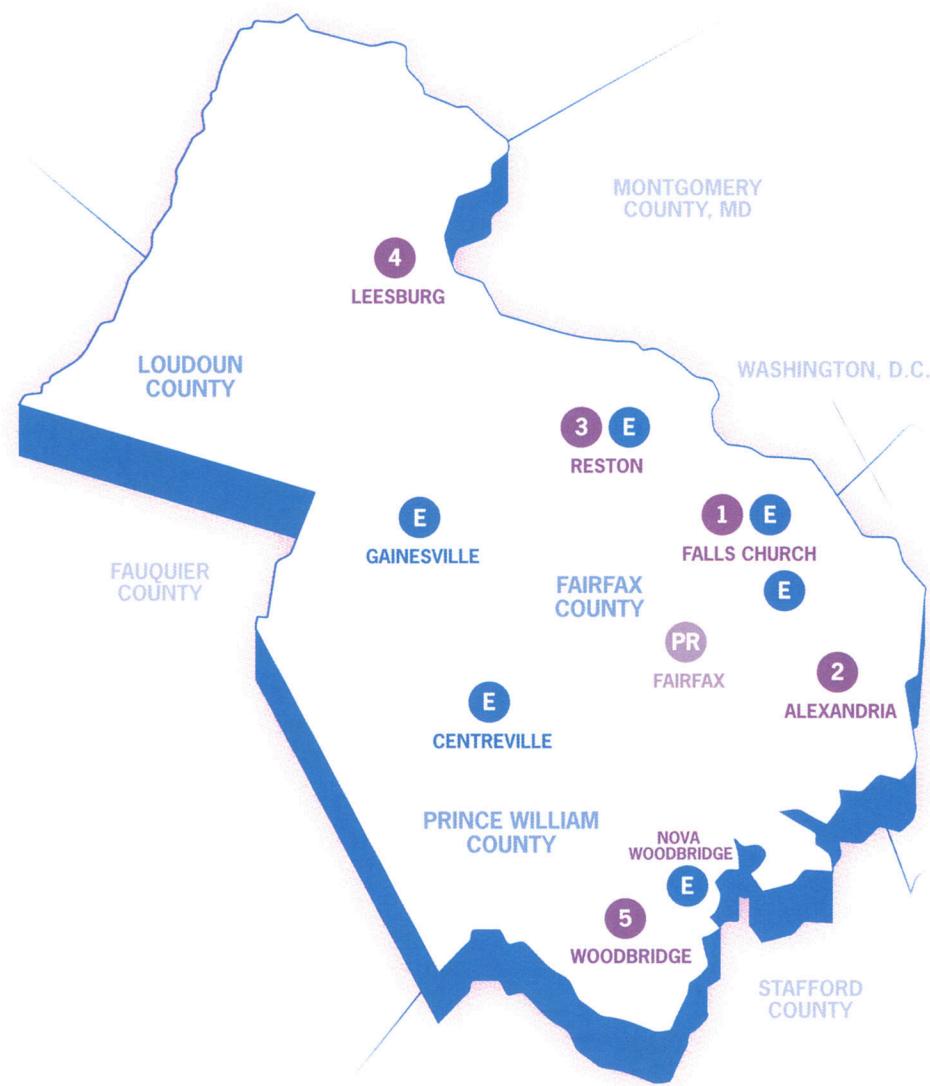
Goal #2 Increase effectiveness in service delivery to the long-term unemployed and to jobseekers with multiple needs.

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Goal #3

In support of goals one and two, we will align the WIB's service delivery system to meet industry needs and to enhance the WIB's image and visibility.



As of July 2012, the Northern Virginia Workforce System has four (4) full service ***SkillSource*** Centers, one (1) affiliate ***SkillSource*** Center, and one (1) emerging ***SkillSource*** Center at the Woodbridge Campus of Northern Virginia Community College. The System also includes the Fairfax County Pre-Release Employment Center and five (5) SHARE Network sites at local faith and community based organizations.

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1. Falls Church SkillSource Center, 6245 Leesburg Pike, Falls Church 22041
2. South County SkillSource Center, 8350 Richmond Highway, Alexandria 22309
3. Lake Anne Employment Resource Center, 11484 Washington Blvd West, Reston 20190
4. Loudoun Workforce Resource Center, 102 Heritage Way, N.E., Leesburg, 20176
5. Prince William Workforce Center, 13370 Minnieville Road, Woodbridge, 22192
6. Career Development and Employment Services Center, Northern Virginia Community College, 15200 Neabsco Mills Road, Room 254, Woodbridge, 22191
7. Fairfax County Pre-Release Employment Center, 10520B Judicial Drive, Fairfax, 22030
8. SHARE Network Site at Reston Interfaith, 11150 Sunset Hills Road, Reston, 20190
9. SHARE Network Site at Katherine Hanley Shelter, 13000 Lee Hwy, Fairfax, 22030
10. SHARE Network Site at Auspicious Cloud Monastery, 2101 James Madison Hwy, Haymarket, 20169
11. SHARE Network Site at Boat People SOS, 6066 Leesburg Pike, Suite 100, Falls Church, 22041
12. SHARE Network Site at Kingsley Commons, 3175-B Monticello Drive, Falls Church, 22042

III. NVWIB Common Core Values and Common Ethics

A. Common Organizational Core Values of the NVWIB and the Partnership

We believe in the following shared principles, beliefs, and priorities:

INNOVATION. We believe in embracing on-going innovation, creativity, and change for achieving continuous improvement and growth.

INTEGRITY. We believe in living our values every minute of every day. We believe in doing the right thing right the first time for our customers and always honoring our commitments.

STEWARDSHIP. We believe in our role as stewards of the public trust and take seriously our responsibility for fiscal management of the public tax dollars.

LEARNING. We believe learning and growth are what matters. For our community, for our employees, and for our organization.

RESULTS. We believe that results are essential to our success. Results are obtained by focusing on customer expectations, by providing a return on investment, and by ensuring future growth.

B. Common Ethics of the Partnership: Core Ethical Obligations that Align to the NVWIB's Values

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The following are the standards of behavior that each Partner agency across the *SkillSource* system is committed to in organizational practice and personal application:

CUSTOMER SELF-DETERMINATION. Respect and promote customer freedom of choice and informed consent.

CONFIDENTIALITY. Respect an individual's right to privacy.

IMPARTIALITY. Demonstrate fair, equitable, and objective behavior at all times with all customers. Act and communicate non-judgmentally.

INTEGRITY. Follow through on commitments to customers and do what you say you will do.

CONFLICT OF INTEREST. All workforce system professionals have a duty to disclose any conflict, real or perceived, to their employer. Individuals avoid situations where real or potential conflicts of interest may arise.

IV. Duration of Agreement

The Agreement will commence on the 1st day of July 2012, and shall remain in full force and effect until the 30th day of June 2014 or until the Agreement is canceled by the Agencies in accordance with the terms set forth herein.

V. Program Description

It is agreed by the agencies listed in this agreement to conduct the following, when feasible:

1. To jointly promote the further integration of programs through joint planning;
2. To align planning and budgeting processes to the vision and goals of the workforce system;
3. To jointly identify and support workforce skill standards and industry performance measures to drive common outcomes;
4. To coordinate resources and programs and to promote a more streamlined and efficient workforce development system;
5. To promote information sharing and the coordination of activities to improve performance of local parties;
6. To use common release of information processes subject to confidentiality provisions and to preserve records for the period required by law;
7. To identify and address barriers to coordination;
8. To promote the development and implementation of the Common Measures as a more unified system of measuring performance and accountability under the Workforce Investment Act;

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9. To promote the development of common data systems to track progress and measure performance;
10. To commit to customer service by using performance data, including the Workforce Investment Act Common Measures, to continuously improve services; and
11. To authorize WIA training funds to support workforce development and employment and training opportunities in occupations that are identified as a high-demand group.

VI. General Provisions

It is understood by the Agencies that each should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation that govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures.

VII. Responsibilities of the Agencies Under Agreement

In consideration of the mutual aims and desires of the Agencies participating in this Agreement and in recognition of the public benefit to be derived from effective implementation of the programs involved, the Agencies agree that their respective responsibilities under this agreement shall be as follows:

A. The Northern Virginia Workforce Investment Board shall:

In partnership with the Local Elected Officials, fulfill the requirements of the Federal Workforce Investment Act of 1998 (P.L. 105-220), including:

- Develop a five (5) year strategic plan that connects all investments in workforce development.
- Conduct strategic oversight to the workforce delivery system.
- Oversee the One Stop Delivery System.
- Develop and enter into a Memorandum of Understanding with workforce development system parties for the implementation and operation of the service delivery system in the local area.
- Certify one-stop center operators and affiliate sites.
- Promote quality in customer service.
- Provide continuous accountability and evaluation through customer satisfaction surveys and other performance outcomes, including the Workforce Investment Act Common Measures.

B. Agencies

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Each agency shall participate in a region-wide Leadership Team that will meet as necessary. This Leadership Team will be used as a mechanism for agencies to develop joint policies, communicate commonly with the Workforce Investment Board, and to evolve opportunities to collaborate to further integrate the workforce development system. The Leadership Team will also be used to implement the provisions of Section V and Section VII.

Each agency agrees to promote the provision of that agency's authorized core services as defined by WIA through the one-stop delivery system. The minimum core services, as defined by WIA for those agencies mandated to participate, include:

- eligibility determination;
- 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 support service needs;
- job search and placement assistance, and career counseling where appropriate;
- provision of labor market information (e.g., job vacancy listings, information on job skills required; information on demand occupations);
- provision of performance information and program cost information from eligible training providers;
- provision of information on the one-stop system's performance measures, including the Workforce Investment Act Common Measures;
- provision of information on the availability of support services, including child care and transportation, and referral to such services;
- provision of information regarding filing for unemployment compensation;
- assistance in establishing eligibility for welfare-to-work and financial aid assistance; and
- follow-up services for not less than twelve months after the first day of employment.

C. Agency Commitments

1. Systemwide Commitments

Each of the parties to this Agreement specifies individual agency commitments through the one-stop delivery system.

CORE SERVICES to be provided by each agency as part of the One-Stop delivery system.

Participation in a **COMMON REFERRAL SYSTEM**

Participate in a **COMMON CUSTOMER SATISFACTION SYSTEM**

Use of **SKILL STANDARDS**

Participation of **CROSS AGENCY TRAINING**

Ensure **CUSTOMER** groups are served

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Participate in the use of **COMMON TECHNOLOGY**

Each of the parties to this Agreement commits to the use and continued evolution of the Partnership's products and processes.

Each of the parties to this Agreement commits to the Continuous Quality Improvement initiatives of the Partnership and the Workforce Investment Board.

2. One Stop Career Center Commitments

Each of the parties to this Agreement supports the following one stop career center operating principles:

- agreement with the use of team-based management as the onsite management approach on behalf of the Partnership;
- agreement with the policies and procedures to manage onsite collocated staff;
- agreement with the protocols for operations, customer interactions, and staff interactions;
- agreement to operate in accordance with the NVWIB certification quality standards; and
- agreement with the NVWIB's designated One-Stop operator.

D. Resource Sharing

The purpose of this part of the Agreement is to establish the terms and conditions under which the parties will share resources in performance of the One Stop implementation plan. The parties will share system costs, i.e., those costs associated with operating the one-stop system and shared service costs, i.e., the costs associated with providing the planned shared services at a single Career Center, including but not limited to annual costs for lease, utilities, janitorial, and equipment subject to the allowability of such financial participation under the state or federal law that governs each Agency's funds.

1. Cost Allocation Methodology

The parties agree to the extent feasible to align individual agency resources to support workforce development systems integration. Each agency commits to sharing costs for Centers where the agency participates. These agreements will be negotiated using the appropriate cost allocation methodology, e.g., proportional share of customers, or workstation cost, or FTE, or space or square footage.

2. In-Kind Arrangements

In addition to selecting a method for the allocation of on-going costs, parties may contribute to the costs of the partnership on an in-kind basis. Such a contribution must be agreed to by all of

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the parties and may be used to offset the costs of a party's responsibility for costs under the cost allocation plan.

3. Fiscal Lead

The *SkillSource* Group, Inc., the fiscal agent for the Northern Virginia Workforce Investment Board, has been designated by the parties to be responsible for all the fiscal activities related to and including the operation of this Resource Sharing Part of this Agreement.

VIII. System Support

The participating agencies commit to align, in accordance with each agencies rules and regulations, available agency resources toward the workforce development system integration over time. Resources may include cash, in-kind, or other. Each agency is responsible for the costs of that Agency in carrying out that Agency's commitments of Section VII, Part C. In no event, except as may be provided in a Supplemental Agreement, shall any Agency be obligated to pay or reimburse any expense incurred by another Agency under this Agreement.

IX. Supplemental Agreements to Interagency Cooperative Agreement

Each Agency that is a party to this Agreement (MOU) understands and agrees that all of the terms and conditions contained within are binding upon subsequent Supplemental Agreement between Agencies. In addition, a Supplemental Agreement to this Agreement shall be subject to all the terms in this Agreement, including but not limited to the limitations set forth in Section X of this Agreement. The Supplemental Agreements are not binding on Agencies not parties to the Supplemental Agreements. The Agencies further agree that such Supplementary Agreements shall be in furtherance of and complementary to this Agreement. Each Agency that is a party to a Supplemental Agreement shall provide all other Agencies with copies of any Supplemental Agreement they may enter into within thirty days from the date of execution of the Agreement.

X. Federal and State Non-Discrimination Clause

- A. The parties to this MOU agree that they will comply with the nondiscrimination and equal opportunity provisions of Section 188 of the Workforce Investment Act of 1998 and its implementing regulation at 29 CFR Part 37.
- B. The parties to this MOU agree that they are required to comply with all applicable state and State and Federal laws prohibiting discrimination in employment practices and services. In the event of any party's noncompliance with the nondiscrimination clause or with any such laws, as determined by an administrative agency of the state or federal government or a court of competent jurisdiction, this MOU may be terminated or suspended by the LWIB.

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XI. Responsibility for Claims

Each party to this Agreement shall be responsible for claims of negligence, errors or omissions against itself, its employees, agents, volunteers or officers that arise from alleged injury to persons or any alleged damage to property. All claims against entities of the Commonwealth of Virginia are subject to the Virginia Torts Claims Act. No party to this agreement assumes any responsibility to any other party for the consequences of any act or omission of any third party. This paragraph shall not be construed as a waiver of the sovereign immunity of any party.

XII. Dispute Resolution

The parties agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. For disputes regarding the terms and conditions, the performance, or administration of this MOU, that cannot be resolved through communication between the parties, the following procedure will be initiated: (1) the parties will document the negotiations and efforts that have taken place to resolve the issue; (2) the LWIB Chairperson will meet with the appropriate parties to resolve the issue. The Chairperson's decision is non-binding on any of the parties, unless all parties agree.

XIII. Amendment or Cancellation of Agreement

The Agreement may be amended at any time in writing and by mutual consent of the Agencies. Each Agency may cancel its participation in the Agreement upon sixty (60) days written notice to the other agencies. In the event an Agency determines that funds are unavailable to carry out the activities set forth in this Agreement, the Agency shall terminate its part in this Agreement by notifying all other Agencies in writing immediately and its part of the Agreement shall terminate upon the delivery of such written notification. When the cancellation is for cause, i.e., a material and significant breach of any of the provisions of this Agreement, it may be canceled upon delivery of written notice to the other Agencies.

APPROVED:

The undersigned Agencies bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until executed by all parties involved.



NORTHERN VIRGINIA WORKFORCE INVESTMENT BOARD

NAME: DR. DAVID C. MILES

TITLE: CHAIRMAN

DATE: *July 11, 2012*

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THE SKILLSOURCE GROUP, INC.

NAME: JANET SAMUELSON
TITLE: CHAIRMAN
DATE:

FAIRFAX COUNTY PUBLIC SCHOOLS

NAME: Jack D. Dale
TITLE: Division Superintendent
DATE: 1/25/2013

**FAIRFAX COUNTY (ACTING THROUGH ITS DEPARTMENTS OF FAMILY
SERVICES AND HOUSING AND COMMUNITY DEVELOPMENT)**

NAME: EDWARD L. LONG, JR.
TITLE: COUNTY EXECUTIVE
DATE: 7/20/12

JOB CORPS

NAME: THOMAS FITZWATER
TITLE: VP, NORTH CENTRAL REGION
DATE: 5/13/13

LOUDOUN COUNTY (THROUGH ITS DEPARTMENT OF FAMILY SERVICES)

NAME: Ellen Grunewald
TITLE: Director
DATE: 3/14/13

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LOUDOUN COUNTY PUBLIC SCHOOLS

NAME: Edgar B. Hatrik
TITLE: Superintendent
DATE: 12/12/12



CITY OF MANASSAS PARK (THROUGH ITS DEPARTMENT OF SOCIAL SERVICES)

NAME: Frank Jones
TITLE: Mayor
DATE: June 4, 2013



CITY OF MANASSAS (THROUGH ITS DEPARTMENT OF FAMILY SERVICES)

NAME: Harry J. Parish
TITLE: Mayor
DATE: June 14, 2013



PRINCE WILLIAM COUNTY (THROUGH ITS DEPARTMENT OF SOCIAL SERVICES)

NAME: Janine M. Sewell
TITLE: Director
DATE: June 25, 2013

NATIONAL COUNCIL ON AGING

NAME: Jamescha Johnson
TITLE: Program Manager
DATE: 5/3/13

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PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

NAME: *Steven L. WaLTS*

TITLE: *Superintendent*

DATE: *4-17-13*

**COMMONWEALTH OF VIRGINIA Through its Department for Aging and
REHABILITATIVE SERVICES)**

NAME:

TITLE: *James A. Rothrock, Commissioner*

DATE: *12-7-12*

**COMMONWEALTH OF VIRGINIA (THROUGH ITS DEPARTMENT FOR THE
BLIND AND VISION IMPAIRED)**

NAME: *RAYMOND E. HOPKINS*

TITLE: *COMMISSIONER*

DATE: *AUG. 15, 2012*

**COMMONWEALTH OF VIRGINIA (THROUGH NORTHERN VIRGINIA
COMMUNITY COLLEGE)**

NAME: *William H. Gary Sr.*

TITLE: *VP, Workforce Development Division*

DATE: *September 18, 2012*

**COMMONWEALTH OF VIRGINIA (THROUGH THE VIRGINIA EMPLOYMENT
COMMISSION)**

NAME:

TITLE:

DATE:

John R. Broadway

Commissioner

10/31/12

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