

NC Works Career Center Memorandum of Understanding

The [local] Workforce Development Board, with the agreement of the Chief Elected Official, shall develop and enter into this Memorandum of Understanding between the [local] Workforce Development Board and the One-Stop Partners under the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128, concerning the operation of the One-Stop delivery system.

I. Required Partners WIOA 121 (b)(1)(B)

1. Title I Adult, Dislocated Workers, Youth, Job Corps, Youth build, National Farmworkers Jobs Program (NFJP) and Native American Programs
2. Programs authorized under the Wagner-Peyser Act
3. Adult education and literacy activities authorized under title II;
4. Programs authorized under title I of the Rehabilitation Act of 1973
5. Activities authorized under title V of the Older Americans Act of 1965
6. Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006
7. Activities authorized under chapter 2 of title II of the Trade Act of 1974
8. Activities authorized under chapter 41 of title 38, United States Code: Job Counseling, Training, and Placement Service for Veterans
9. Employment and training activities carried out under the Community Services Block Grant Act
10. Employment and training activities carried out by the Department of Housing and Urban Development;
11. Programs authorized under State unemployment compensation laws
12. Programs authorized under section 212 of the Second Chance Act of 2007; and
13. Programs authorized under part A of title IV of the Social Security Act: Temporary Assistance For Needy Families

II. Additional Partners

The local Workforce Development Board may have specialized centers to address special needs, such as the needs of dislocated workers, youth, or key industry sectors or clusters. With the approval of the [local] Workforce Development Board and Chief Elected Official, the following entities may be additional One-stop partners. *[Please specify any additional partners/programs or delete this section.]*

1. Employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under section 1148 of the Social Security Act
2. Employment and training programs carried out by the Small Business Administration
3. Programs authorized under Section 6(d)(4) of the Food and Nutrition Act of 2008
4. Work programs authorized under section 6(o) of the Food and Nutrition Act of 2008
5. Programs carried out under Section 112 of the Rehabilitation Act of 1973

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6. Programs authorized under the National and Community Service Act of 1990
7. Other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector.

III. Roles and Responsibilities WIOA Section 121 (b)(1)(A)

Each required partners of the One-Stop Delivery System shall:

- a.) Provide access through the one-stop delivery system, including making the career services (eligibility determination, outreach, initial assessment, labor exchange service, job search, recruitment, referrals, job listings, training provider information, local area performance, supportive service information, financial aid assistance, career planning, financial literacy, and more) that are applicable to the program or activities available at the one-stop centers.
- b.) Use a portion of the funds available for the program and activities to maintain the one-stop delivery system, including payment of the infrastructure costs of one-stop centers.
- c.) Enter into a local Memorandum of Understanding (shown by signature on this document) with the local board, relating to the operation of the One-stop system.
- d.) Participate in the operation of the One-stop system consistent with the terms of this Memorandum of Understanding, the requirements of this title, and the requirements of the Federal laws authorizing the program or activities.
- e.) Use a common one-stop delivery system identifier (in North Carolina this is NCWorks).
- f.) Identify strategies to meet the needs of individuals with barriers to employment.
- g.) [Additional items here; Example: shared service cost for Center greeter].

IV. Costs of Services (WIOA Regulations 678.700, USDOL December 27, 2016: Infrastructure Funding Guidance)

This section must contain effective time period, infrastructure and shared services budget, identify all one-stop partners/CEO/local Boards participating, and describe the periodic review and reconciliation process to ensure equitable benefit among partners. The infrastructure funding agreement (IFA) may have a different effective time period from the duration of the MOU. Also, the infrastructure funding agreement must include binding signatories if submitted as a separate document.

- a.) Identification of the infrastructure costs budget, which is a component of the overall one-stop operating budget.
- b.) If different from Section I above, identify of all one-stop partners, chief elected officials (CEOs), and the Local WDB participating in the infrastructure funding agreement.
- c.) Describe how the periodic modification and review process to ensure equitable benefit among one-stop partners will be conducted. Include a timetable.
- d.) Provide the process used to reach consensus among all partners when developing the infrastructure funding agreement. (Or, if applicable, provide assurance that the local area followed the State Funding Mechanism process.)
- e.) Describe the process to be used among partners to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached.

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V. Funding definitions

a.) Cash and In-Kind for Ongoing One-Stop Delivery System Operators

Non-cash contributions must be valued consistent with 2 CFR 200.306 and reconciled regularly (i.e., monthly or quarterly). Third-party in-kind contributions are contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations. The value of third-party in-kind contributions must also be consistent with the Uniform Guidance at 2 CFR 200.306 and reconciled on a regular basis (i.e., monthly or quarterly) to ensure they are fairly evaluated and meet the partners' proportionate share.

b.) Infrastructure Costs One-Stop Centers

Non-personnel costs necessary for the general operation of the one-stop center. The funds provided under this paragraph by each one-stop partner shall be provided only from funds available for the costs of administration under the program administered by such partner, and shall be subject to the program's limitations with respect to the portion of funds under such program that may be used for administration (WIOA Regulations 678.720).

c.) Non-personnel costs include: Rental of the facilities; Utilities and maintenance; Equipment (including assessment-related products and assistive technology for individuals with disabilities); and Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.

NOTE: The infrastructure funding agreement is a required component of the MOU and not a separate document. The reasonable cost allocation methodology should be provided and consistent with Federal Cost Principles in the Uniform Guidance 2 CFR Part 200.94.

VI. Methods of Referrals

Methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system.

Partners will utilize methods of referrals of individuals between one-stop operators and one-stop partners for appropriate services and activities.

VII. Certification and Continuous Improvement

The Parties herein shall comply with established Certification and Continuous Improvement Criteria established by the State board, in consultation with chief elected officials and local boards. The objective criteria and procedures for use by local boards in assessing at least once every 3 years the effectiveness, physical and programmatic accessibility in accordance with section 188, if applicable, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and continuous improvement of one-stop centers and the one-stop delivery system.

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VIII. Performance and Accountability

Each partner is responsible for ensuring that its legislated programs, services, and activities are provided in the One-Stop Center in accordance with the goals, objectives and performance measures of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128 and regulations. Each partner agrees to work to support the achievement of WIOA and One-Stop performance measures.

IX. Confidentiality of Information

Exchange of information among partners is encouraged and expected. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information. Each partner agrees to collect and share information necessary to track the performance of the One-Stop Center in accordance with provisions of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128 and accompanying regulations.

X. Monitoring and Oversight

The Chief Elected Official, the Workforce Development Board, the Division of Workforce Solutions, United States Department of Labor, and local area administrative entity have the right to monitor activities under this MOU to ensure performance goals are being maintained, and that the MOU terms and conditions are being fulfilled. The partners shall permit on-site visits and reviews by the above mentioned agencies or their designee.

XI. Disputes

The parties shall first attempt to resolve any disputes informally. Any party shall call a meeting of the partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the local Workforce Development Board who shall place the dispute upon the agenda of a regular or special meeting of the Board's Executive Committee. The executive committee shall attempt to mediate and resolve the dispute. Finally, if the Executive Committee's resolution efforts fail, any party may file a grievance in accordance with agreed upon WIOA grievance procedures.

XII. Duration

This MOU shall remain in effect until terminated by the repeal of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128, or otherwise by action of law.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 60-calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addresses shown within this MOU, and to the contact persons so listed, considering any information updates received by the parties.

Should any One-Stop Partners withdraw, this MOU shall remain in effect with respect to the remaining Partners until a new MOU is executed or the end of the current federal program year (July through June).

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The Workforce Development Board reserves the right to terminate the participation of any partner upon 60-days notice if the partner's actions are inconsistent with the terms and conditions of this memorandum of understanding.

This memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services. [WIOA 121].

XIII. Modification and Assignment

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties. Any assignee shall also commit in writing to the terms of this MOU.

Such other provisions, consistent with the requirements of this title, as the parties to the agreement determine to be appropriate.

Rescinded

XIV. Signatures

By signatures hereto, the partner(s) attest to participation in the development of this Memorandum of Understanding and will support and implement the provisions contained herein. I certify that I have read and understand the above information and agree to the terms outlined herein. By signing this document, I also certify that I have the legal authority to bind my agency to the terms of this Memorandum of Understanding.

Printed Name	Signature	Date
Local Area Name, Chief Elected Official		

Printed Name	Signature	Date
Local Area Name, Workforce Development Board Chair		

Printed Name	Signature	Date
Title I Adult, Dislocated Workers, Youth		

Printed Name	Signature	Date
Title I Job Corps		

Printed Name	Signature	Date
Title I Youth Build		

Rescinded

Printed Name	Signature	Date
Title I National Farmworkers Jobs Program (NFJP)		

Printed Name	Signature	Date
Title I Native American Programs		

Printed Name	Signature	Date
Wagner-Peyser Act (Employment Services)		

Printed Name	Signature	Date
Adult education and literacy activities authorized under Title II		

Printed Name	Signature	Date
Programs authorized under Title I of the Rehabilitation Act of 1973		

Printed Name	Signature	Date
Activities authorized under Title V of the Older Americans Act of 1965		

Printed Name	Signature	Date
Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006		

Printed Name	Signature	Date
Activities authorized under chapter 2 of Title II of the Trade Act of 1974		

Rescinded

Printed Name	Signature	Date
Activities authorized under chapter 41 of title 38, United States Code: Job Counseling, Training, and Placement Service for Veterans		

Printed Name	Signature	Date
Employment and training activities carried out under the Community Services Block Grant Act		

Printed Name	Signature	Date
Employment and training activities carried out by the Department of Housing and Urban Development		

Printed Name	Signature	Date
State unemployment compensation laws		

Printed Name	Signature	Date
Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169)		

Printed Name	Signature	Date
Temporary Assistance for Needy Families (TANF)		

RESCINDED