

**Purpose:** To provide guidance on the required NCWorks care is onto Memorandum of Understanding (MOU) and Partner Infrastructure Funding Agreement (IFA).

To rescind PS 11-2018.

**Background:** The Workforce Innovation and Deportunity Act (WIOA) Section 121(c)(1) requires each Local Workforce Development Board (WDB), with the agreement of the Chief Electer Official (CEO), to develop and enter into an MOU between the Local WDB and the one-stop partners, consistent with WIOA Section 121(c)(2), concerning the operation of the one-stop delivery system in a local work of the one-stop and combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500 34 CFR 361.500, and 34 CFR 463.500, and in federal Edutance.

Additionally, the sharing and allocation of infrastructure costs among one stop partners is governed by WIOA Section 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

Action: Local WDBs must use the attached MOU and IFA templates as both contain all required elements. MOU and IFA documents take effect on the first day of the program year: July 1st. The MOU is valid for three program years, while the IFA is valid for one year. As such, a new IFA must be prepared and submitted each program year. WDBs are not required to resubmit their MOUs prior to the end of the third program year unless it is revised. Revisions must be submitted for review and approval as soon as practicable. WDBs must submit fully executed copies of both documents electronically using the Workforce Information System Enterprise (WISE). The fully executed IFA for the current program year must be submitted no later than the close of business on September 30, 2019. Local elected officials and the WDB Chairs will be notified if the IFA is not submitted to DWS by the due date.

Commerce leadership will sign for both DWS and DES once all other signatures have been secured. Regional Operations Directors and other DWS staff members can no longer sign MOUs or IFAs. WDBs must send their IFA to their planner after all other parties have signed it; at which point, the IFA will be circulated within Commerce for verification and signature.

Please reference Attachment I for NCWorks Career Center MOU, Attachment 2 for Partner Infrastructure Funding Agreement Attachment 3 CEO Signatory Page, Attachment 4 MOU and PATPest that d Signatories.

- Effective Date: Immediately
- **Expiration:** Indefinite
- Contact: Division Planners
- Attachments: 1. NCWorks Career Center W
  - 2. Partner Infrastructors Funding Agreement
    - 3. CEO Signatory Page
    - 4. MOU and IFA Designated Signatories

## NC Works Career Center Memorandum of Understanding

The [local] Workforce Development Board (WDB), with the agreement of the Chief Elected Official (CEO), shall develop and enter into this Memorandum of Understanding (MOU) between the [local] WDB 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, YouthBuild, 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 19
  - 6. Career and technical education programs at the postsecondary revel 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
  - Employment and training activities carried our 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 anemployment compensation laws
  - 12. Programs authorized under section 212 of the Second Chance Act of 2007
  - 13. Programs authorized under part A of title IV of the Social Security Act: Temporary Assistance For Needy Families
- II. Additional Partners

The local WDB 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] WDB and CEO, 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
- 6. Programs authorized under the National and Community Service Act of 1990

Policy Statement: PS 09-2019 Attachment 1 Page 1 of 8

### **MOU** Guide

- 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 activitients maintain the one-stop delivery system, including payment of the infrastructure costs of one-stop centers.
- c.) enter into a local MOU (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 MOU, 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/CEQs/local Boords 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 intrastructure costs budget, which is a component of the overall one-stop operating budget.
- b.) If different from Section I above, identify all one-stop partners, CEOs, and the Local WDB participating in the IFA.
- c.) Describe how the periodic modification and review process to ensure equitable benefit among one-stop partners will be conducted and include a timetable.
- d.) Provide the process used to reach consensus among all partners when developing the IFA. (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.

- 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 (e.g., 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 Regult clone 675.720).

c.) <u>Non-personnel costs include</u>: 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 IFA 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 senarces, 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 CEOs 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.

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 miormation. 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 CEO, the WDB, the DWS, United States Department of Latter, and local area administrative entity have the right to monitor activities under this WOU 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 bove 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 Chain of the local WDB 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 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.

Policy Statement: PS 09-2019 Attachment 1 Page 4 of 8

#### **MOU Guide**

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).

The WDB 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 MOU.

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.

#### **XIV.Signatures**

By signatures hereto, the partner(s) attest to participation in the development of this MOU 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 MOU.



Title I National Farmworkers Jobs Program (NFJP)



Printed NameSignatureDateEmployment and training activities carried out by the Department of Housing and UrbanDevelopment

Printed NameSignatureDateReentry Employment Opportunities (REO) programs authorized under sec. 212 of theSecond Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169)



# *(Local Area name)* NCWORKS Career Center Partner Infrastructure Funding Agreement (IFA)

#### I. Purpose

This Infrastructure Funding Agreement (IFA) is entered by and between the <u>(workforce board name)</u> and <u>(Local Area name) NCWorks Partners</u>. This IFA provides information on the shared infrastructure cost and/or in-kind arrangements. All partners to this IFA recognize that infrastructure and other additional costs are applicable to all required partners, as outlined in Section 121(b)(1)(B) of WIOA, whether they are physically located in the NCWorks Career Center or not. Each partner's contribution to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received.

The sharing and allocations of infrastructure costs among NCWorks parmers are governed by the Workforce Innovation and Opportunity Act (WIOA) Sec. 121(b), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance).

Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the NCWorks Career Center, including rental of the facilities, utilities and maintenance, equipment (including assessment related and assistive technology for individuals with disabilities), technology to facilitate access to the center, as well as many other infrastructure costs such as signage and supplies. NCWorks Career Center must share in additional costs which must include applicable career services and may include shared operating costs and shared services that are necessary for the general operation of the Career Center.

II. (Local Area) NC Vorks System Infrastructure Budget

(Insert system budget amount here and attach the Career Center budget as appendix)

#### III. Cost Allocation Methodology

There is a two-world approach for determining infrastructure and additional cost for required WIOA Carter Center partners using the Local Funding Mechanism (LFM). For Temporary Assistance for Wedy Familier (TANF), Community Services Block Grant (CSBG), Carl D. Perkins Career and Technical Education, Adult Education and Family Literacy Act (AEFLA) and Senior Community Service Employment (SCSER) programs, the LFM method uses a funding percentage cap of 1.5% to determine the agency's proportionate share of infrastructure and additional costs. The 1.5% is then distributed to workforce boards based on workforce service criteria outlined by each agency. Title IV, Vocational Rehabilitation (VR) determines proportionate share based on the number of VR and adult ed. clients that received services in the previous program year and documented in NCWorks.

The LFM is used to negotiate appropriate contributions from each required partner that will be allocated to the \_\_\_\_\_\_\_- workforce board as outlined below. The two-tiered approach methodology does not include Division of Workforce Solutions (DWS) administered programs or Workforce Development Board (WDB) administered programs. For all other required partners with state agencies, infrastructure contributions will be transferred to DWS as a lump sum based on the LFM for the said agency. Once DWS receives funding from the State agency, DWS will

distribute funding to the local area via the funding methodology set up for each State agency as outlined in the table below.

For required partners without a State agency, but which are federally funded, the LFM is used as well; however, this negotiation will vary per WDB and should be outlined in the table below. Not all federally funded required partners may administer programs in a WDB's Local Area. In that case, infrastructure cost sharing is not required.

For required partner programs administered by the DWS: Title III Wagner-Peyser Employment Services, Trade Adjustment Assistance (TAA), and Jobs for Veterans State Grants (JVSG), the cost sharing model is based on the grant employees' proportionate use of the NCWorks Career Center. DWS and WDB will pay a cost per employee housed in the center. The cost per employee will be based on the total infrastructure cost of the NCWorks Career Center, where applicable.

(Please do not delete any partners from the table. If not applicable, please write N/A)

WIOA Required Partners	Funding Methodology
WIOA Title I: Adult, Dislocated Worker, and Youth formula programs	Proportionate use host per employee
WIOA Title I: Job Corps	Local negotiations or NA
WIOA Title I: YouthBuild	Local negotiation or N/A
WIOA Title I: Native American programs	Local negotiation or N/A
WIOA I: National Farmworker Jobs Program (NFJP)	Local negatiation or N/A
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program	Propostapate use – cost per employee
WIOA Title III: Trade Adjustment Assistance (TAA) activities	Proportionate use – cost per employee
Jobs for Veterans State Grants (JVSG) programs	
Senior Community Service Employment program (SCSEP)	Local negotiations or NA or State-run programs :The Division distributes 1.5% of the federal funding to local workforce boards that support those counties covered by the SCSEP grant awarded to NC DHHS-Div. of Aging and Adult Services proportionally to the number of employment slots that county received in the award.
Unemployment Compensation (UC) programs	Based on Title I Dislocated Worker formula
Reentry Employment Opportunities (REO) programs (Second Chance Apr of 2007)	Local negotiation or N/A
WIOA Title II: Adult Education and Family Literacy Act (AEFLA) program	A calculated amount per participant served is allocated based upon the number of AEFLA participants receiving staff assisted services at a WDB within each provider's service area.
Carl D. Perkins Career and Technical Education programs	A calculated amount per participant served is allocated based upon the number of CTE participants receiving staff assisted services at a WDB within each provider's service area.
WIOA Title IV: Vocational Rehabilitation (VR) Services program	Based on the number of VR clients with IPEs that received NCWorks service in the previous program year. Differences are reconciled in following program year.
Department of Housing and Urban Development Employment and Training programs	Local negotiation or N/A

Services for the Blind	Based on the number of VR clients with IPEs that received NCWorks service in the previous program year. Differences are reconciled in following program year.
Community Services Block Grant (CSBG) programs	CSBG amount is based on 2017 survey of Community Action Agencies, the amount of awarded CSBG identified as being directed to employment screening was calculated. In aggregate, employment services accounted for 20% of the CSBG awards. 20% times the state maximum percent of 1.5% = amount to be awarded for infrastructure cost sharing. The amount for infrastructure cost sharing was allocated to counties/agencies based on each their allocation of CSBG funding.
Temporary Assistance for Needy Families (TANF) program	TANF Amount to distribute is determined by county(ies) coding (method of recording expenditores) to WFCBG for Employment Services in SFY 2016-17. The percentage of funding for each county of the total allocation of the TANF Work First County Block Grant (this funding provides dollars for Employment Services Funded with TANF) is applied to the count expenditure amount.

For additional partners that are not required partners, fands are paid directly to the Local Area WDB based on the partner's proportionate use of the center is outlined in the table below.

# (Insert table for additional partners as applicable)

## **IV. IFA Modifications**

## V. Partner Infrastructure Contributions

For required partners that have a State agency, required infrastructure cost will be transferred to DWS. DWS will then distribute the funds to each WDB based on the methodology agreed on between the agency and the NC Director's Council.

Where DWS needs to contribute funds to a WDB, they will issue a funding authorization for the amount owed which will allow the WDB to draw down those funds as they are needed and will work with the DWS planning unit to generate the Notice of Funds Allocation (NFA) for the entire amount owed to that WDB. WDBs can draw the funds down as needed.

Where the WDB needs to contribute funds to DWS, DWS will issue an invoice, which will provide the required documentation and audit trail, to allow the WDB to draw down the funds and write a check to DWS. The local areas that owe DWS will be invoiced the amount owed and tracked for receipt by the DWS finance unit. (Please do not delete any of the partners from the table). If not applicable, please write N/A).

For partners cost sharing funds not distributed by the DWS, \_\_\_\_\_\_ Development Board will invoice Partner within 30 days of the signed MOU for infrastructure cost sharing effective July 1, 2019

NCWorks Partner	Infrastructure Total Share \$	Funded	In-kind	Pay ment	In-kind Description	Partner Contact (Name, Organization, Address, email and phone number)
WIOA Title I: Adult, Dislocated						
Worker, and Youth formula						
programs;						
WIOA Title I: Job Corps						
WIOA Title I: YouthBuild						
WIOA Title I: Native American						
programs						
WIOA Title I: National Farmworker						
Jobs Program (NFJP)						
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program						
WIOA Title III: Trade Adjustment Assistance (TAA) activities						
Jobs for Veterans State Grants (JVSG) programs					00	
Senior Community Service						
Employment program (SCSEP)						
Unemployment Compensation (UC)					i	
programs						
Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)						
WIOA Title II: Adult Education and Family Literacy Act (ALTIA)						
programs Carl D. Perkins Carcer and Technical						
Education programs				1		
Rehabilitation (VR) Services						
program						
Department of Housing and Urban		1		1		
Development Employment and						
Training programs						
Community Services Block Grant (CSBG) programs						
Temporary Assistance for Needy		<u> </u>	1			
Families (TANF) program						
(other agencies)						

### VI. Term of Agreement

This Agreement will remain in effect from July 1, 2019 to June 30, 2020. It shall be reviewed by the parties as necessary or at least once per year as part of the WDB's Local Plan update.

VII. Signatures- Note- Please note the status of any missing signatures (i.e., forthcoming, cannot obtain, refused to sign, etc.) and do not leave signature blocks blank.

Elizabeth Crabill		
Printed Name Representing: WIOA Title I: Adult, I WIOA Title III: Wagner-Peyser Act Trade Adjustment Assistance (TAA) Jobs for Veterans State Grants (JVSC Unemployment Compensation (UC)	activities G) programs	Date
Printed Name Representing: WIOA Title I: Job Con	Signature rps programs	Date
Printed Name Representing: WIOA Title I: YouthB	Signature Build program	
Printed Name Representing: WIOA Title I: Native	Signature American programs	Date
Printed Name Representing WIOA Title I: National	Signature Farmworker Jobs Program (NFJP)	Date
Printed Name Representing: Senior Community Ser	Signature Wide Employment program (SCSEP)	Date
Printed Name Representing: Reentry Employment (	Signature Opportunities (REO) programs (Second C	Date Chance Act of 2007)

Printed NameSignatureDateRepresenting: WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs

**Printed Name** Signature Date Representing: WIOA Title IV: Vocational Rehabilitation (VR) Services program Printed Name Signature Date Representing: WIOA Title IV: Services for the Blind Printed Name Signature Date Representing: Department of Housing and Urban Development Employment and T ining Programs **Printed Name** Signature Representing: Community Services Block Grant (CSBG) programs Representing: Temporary Assistance for Needy Families (TA) prog **Printed Name** Signature Date (Insert Local Area Name) Workforce Development Board Director Other partners (add a signature line for each additional partner included) Signature Printed Name Date (Partner program name)

# Workforce Innovation and Opportunity Act of 2014

# July 1, 2020 – June 30, 2021 Infrastructure Funding Agreement Signatory Page



## North Carolina

## WIOA One-Stop Required Partners

# Memorandum of Understanding and Infrastructure Funding Agreement Designated Signatories

Required Partners (if applicable)	Memorandum of Understanding and Infrastructure Funding Agreement Designated Signatory	
WIOA Title I: Adult, Dislocated, and Youth Formula programs WIOA Title III: Wagner-Peyser Act Employment Service (ES) program Trade Adjustment Assistance (TAA) activities Jobs for Veterans State Grants (JVSG) programs State Unemployment Compensation Laws	Elizabeth Crabill, Chief Deputy Secretary	
WIOA Title I, Job Corps	Designee	
WIOA Title I, YouthBuild	Designee	
WIOA Title I, Native American Programs	Designer	
WIOA Title I, National Farmworkers Jobs (NFJP)	Designee	
WIOA Title II, Adult Education and Literacy	Community College President or Literacy Council Designee	
WIOA Title IV, Vocational Rehabilitation Act of 1973	Vorational Rehabilitation Regional Director or Besignee	
Older Americans Act of 1965 ( Title V)	Area Agency on Aging Designee	
Carl D. Perkins Career and Technical Education Act of 2006	Community College President	
Community Services Block Grant Act	Community Action Designee	
Department of Housing and Urban Development	Housing Authority or Community Action Designee	
Second Chance Act of 2007, (if applicable) Department of Justice	Second Chance Act Designee	
Social Security Act (Title IV): Temporary Assistance for Needy Families (TANF)	Department of Social Services Director, Assistant Director or Designee	
Other (if applicable)	Designee	