



**VIRGINIA
CAREER WORKS**

**One Stop Center
MOU**

Official Template

Version: August 23, 2021

LWDA Name

LWDB Name

Virginia (VA) Career Works Service Delivery System
A Proud Partner of the American Job Center Network

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Legal Authority

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. **Please note that a MOU is complete only when it's inclusive with the Infrastructure Funding Agreement (IFA).** This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified 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 guidance.

Additionally, the resource sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 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.

Memorandum of Understanding

This MOU is executed between the Local Workforce Development Board _____ (LWDB), the VA Career Works system Partners (Partners), and the Chief Elected Official (CEO), _____. They are collectively referred to as the “Parties” to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the VA Career Works Centers in the _____ (LWDA). The LWDB provides local oversight of workforce programming for the LWDA.

The Resource Sharing Agreement and Infrastructure Funding Agreement establishes a financial plan, including terms and conditions, to fund the services and operating costs of the LWDA VA Career Works Center(s). The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the LWDA’s high-standard Virginia Career Works system.

The Vision, Mission, System Structure, Terms and Conditions, Resource Sharing Agreement, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker, workers and business customers, as well as to the overall LWDA community.

Introduction

Changing labor markets and advances in technology have revolutionized how businesses find talent and jobseekers look for work. Social media, online talent platforms, and professional networking sites are evolving rapidly, perpetuating shifts in labor market dynamics. Additionally, rising consumer expectations and global competition have transformed how business is conducted in most industries. Employers must move faster and more efficiently in order to stay ahead of (or at least keep up with) competitors. This makes it imperative for the public workforce system to continuously adapt and reframe strategies and policies designed to support employers and job seekers.

The LWDB seeks to establish a system that stands in stark contrast to the “traditional”/historical transaction-based model, whereby each agency operates its own business and job seeker services functions, and participants move from place to place seeking services. Instead, the goal is to create integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

The purpose of this Memorandum of Understanding (MOU) is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the LWDA create a seamless, customer-focused service delivery system that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, partners are able to build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

VISION

MISSION

See ***Attachment A: Definitions*** for definitions pertaining to this MOU (Page 24)

System Structure

Virginia Career Works Centers

The LWDA has _____ VA Career Works centers, also known as America’s Job Centers that are designed to provide a full range of assistance to job seekers, workers and businesses under one roof. Established under the Workforce Investment Act of 1998 (*WIA*) and continued by the *WIOA*, the centers offer a comprehensive array of services designed to match talent with opportunities.

❖ _____ **VA Career Works Center (Comprehensive)**

Center Manager Name, Title	Phone
Mailing Address	Email Address
Operating Hours	Website

❖ _____ **VA Career Works Center (Comprehensive) if applicable**

Center Manager Name, Title	Phone
Mailing Address	Email Address
Operating Hours	Website

❖ _____ **VA Career Works Center (Affiliate) if applicable**

Center Manager Name, Title	Phone
Mailing Address	Email Address
Operating Hours	Website

TERMS AND CONDITIONS

Partner Services

At a minimum, partners will make the services listed below available, consistent with Virginia and LWDA policies and Virginia’s WIOA Combined State Plan. Partner program services beyond those required may be provided on a case by case basis, with the approval of the LWDB and the CEOs, and must be included on the table below. Add as many rows as necessary.

BASIC CAREER SERVICES
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Area 8 workforce system.
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs.
In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment).
Access to employment opportunity and labor market information.
Performance information and programs costs for eligible providers of training, education and workforce services.
Information on performance of the local Workforce system.
Information on the availability of supportive services and referral to such, as appropriate.
Information and meaningful assistance on UI claim filing
Determination of potential eligibility for workforce Partner services, programs, referrals.
Information and assistance in applying for financial aid for training and education program not provided under WIOA.
INDIVIDUALIZED CAREER SERVICES
Comprehensive and specialized assessments of skill levels and service needs.
Development of individual employability plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals.
Referral to training services.
Group counseling.
Literacy activities related to work readiness.
Individual counseling and career planning
Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance.
Work experience, transitional jobs, registered apprenticeships and internships.
Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training.
Post-employment follow-up services and support (Is not an individualized career service but listed here for completeness).

TRAINING SERVICES
Occupational skills training through Individual Training Accounts (ITAs)
Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above.
On the Job Training (OJT)
Incumbent Worker Training
Programs that combine workplace training with related instruction which may include cooperative education.
Training programs operated by the private sector
Skill upgrading and retraining
Entrepreneurial training
Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.
Other training services as determined by the workforce partner's governing rules

See **Attachment B: Partner Program Services** for details of local services provided by partner agencies. (Page 26)

Roles and Responsibilities of Parties

The Parties to this agreement will work closely together to ensure that all VA Career Works centers are high-performing work places with staff that will ensure quality of service.

All Parties to this agreement shall comply with:

- ❖ Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- ❖ Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- ❖ Section 504 of the Rehabilitation Act of 1973, as amended,
- ❖ The Americans with Disabilities Act of 1990 (Public Law 101-336),
- ❖ The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- ❖ Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- ❖ The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),

- ❖ Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- ❖ The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- ❖ All amendments to each, and
- ❖ All requirements imposed by the regulations issued pursuant to these acts.

The previously listed provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

- ❖ Additionally, all Parties shall:
- ❖ Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- ❖ Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- ❖ Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

Chief Elected Official

The CEO for the Local Workforce Development Area (LWDA) is _____ or _____ . The CEO will, at a minimum:

- ❖ Approve the Local Workforce Development Board (LWDB) budget and workforce center cost allocation plan
- ❖ Approve the selection of the one-stop operator following the competitive procurement process, and
- ❖ Coordinate with the LWDB to oversee the operations of the LWDA VA Career Works system.

Local Workforce Development Board

The Local WDB ensures the workforce-related needs of employers, workers, and job seekers in the LWDA are met, to the maximum extent possible with available resources. The LWDB will, at a minimum:

- ❖ In partnership with the CEO and other applicable partners within the LWDA, develop and submit a LWDA plan that includes a description of the activities that shall be undertaken by the LWDB and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,

- ❖ In cooperation with the Local CEO, design and approve the VA Career Works system structure. This includes, but is not limited to:
 - ❖ Adequate, sufficient, and accessible one-stop center locations and facilities,
 - ❖ Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
 - ❖ A holistic system of supporting services, and
 - ❖ One or more competitively procured one-stop operators.
- ❖ In collaboration with the CEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s),
- ❖ Determine the role and day-to-day duties of the one-stop operator,
- ❖ Approve annual budget allocations for operation of the VA Career Works system,
- ❖ Help the one-stop operator recruit operational partners and negotiate MOUs with new Partners,
- ❖ Leverage additional funding for the VA Career Works system to operate and expand one-stop customer activities and resources, and
- ❖ Review and evaluate performance of the LWDA and one-stop operator.

Local Workforce Development Board Staff

Specific responsibilities include, at a minimum:

- ❖ Assist the CEO and the LWDB with the development and submission of a LWDA plan,
- ❖ Support the LWDB with the implementation and execution of the LWDA vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- ❖ Provide operational and grant-specific guidance to the one-stop operator,
- ❖ Investigate and resolve elevated customer complaints and grievance issues,
- ❖ Prepare regular reports and recommendations to the LWDB, and
- ❖ Oversee negotiations and maintenance of MOUs with one-stop Partners.

One-Stop Operator(s)

_____ will oversee _____ Center Managers who will act as “functional leaders”. As such, they will have the authority to organize partner staff, in order to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member’s employer of record. The one-stop operator, through the Center Managers, will, at a minimum:

- ❖ Manage daily operations, including but not limited to:

- ❖ Managing and coordinating Partner responsibilities, as defined in this MOU,
- ❖ Managing hours of operation, including the once weekly extended hours of operation,
- ❖ Coordinating daily work schedules and work flow based upon operational needs, and
- ❖ Coordinating staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff.
- ❖ Assist the Local WDB in establishing and maintaining the VA Career Works system structure. This includes but is not limited to:
 - ❖ Ensuring that State requirements for center certification are met and maintained,
 - ❖ Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible,
 - ❖ Ensuring that LWDB policies are implemented and adhered to,
 - ❖ Adhering to the provisions outlined in the contract with the _____ and the _____ Business Plan,
- ❖ Reinforcing strategic objectives of the LWDB to Partners, and
- ❖ Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.
- ❖ Ensuring integration of systems and services coordination for the center and its partners, placing priority on customer service.
- ❖ Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts.
- ❖ Ensuring functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g. Skills Development Team or Business Services Team.
- ❖ Ensuring service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program.
- ❖ Ensuring services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center.
- ❖ Oversee and coordinate partner, program, and VA Career Works system performance. This includes but is not limited to:
 - ❖ Providing and/or contributing to reports of center activities, as requested by the LWDB,
 - ❖ Providing input to the formal leader (partner program official) on the work performance of staff under their purview,
 - ❖ Notifying the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status,
 - ❖ Identifying and facilitating the timely resolution of complaints, problems, and other issues,

- ❖ Collaborating with the LWDB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603),
- ❖ Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations,
- ❖ Evaluating customer satisfaction data and propose service strategy changes to the LWDB based on findings.
- ❖ Manage fiscal responsibilities and records for the center. This includes assisting the LWDB with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

The one-stop operator will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the LWDB. The LWDB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

Partners

Each partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- ❖ Effective communication, information sharing, and collaboration with the one-stop operator,
- ❖ Joint planning, policy development, and system design processes,
- ❖ Commitment to the joint mission, vision, goals, strategies, and performance measures as delineated in the local plan,
- ❖ The design and use of common intake, assessment, referral, and case management processes,
- ❖ The use of common and/or linked data management systems and data sharing methods, as appropriate,
- ❖ Leveraging of resources, including other public agency and non-profit organization services,
- ❖ Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- ❖ Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

Data Sharing

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated

case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by partners will be subject to the following:

- ❖ Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
- ❖ The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- ❖ All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- ❖ All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- ❖ Customer data may be shared with other programs, for those programs' purposes, within the VA Career Works system only after the informed written consent of the individual has been obtained, where required.
- ❖ Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- ❖ All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records

Confidentiality

All parties expressly agree to abide by all applicable Federal, State, and, where applicable, local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and, where applicable, local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect the confidentiality policies and legal requirements of all of the other Parties.

Each party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- ❖ Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the _____ VA Career Works system,
- ❖ Develop materials summarizing their program requirements and making them available for Partners and customers,
- ❖ Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- ❖ Provide substantive referrals – in accordance with the XYZ Local WDA Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- ❖ Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- ❖ Commit to robust and ongoing communication required for an effective referral process, and
- ❖ Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

Accessibility

Accessibility to the services provided by the VA Career Works centers and all Partner agencies is essential to meeting the requirements and goals of the local service delivery system. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Virtual Accessibility

The LWDB will work with the VA Workforce Development Board (VA WDB) to ensure that job seekers,

HELPFUL TIP – COMMUNICATION ACCESSIBILITY

For more information, please refer to the U.S. Department of Labor's Office of Disability Employment Policy's website at <https://www.dol.gov/odep/topics/CommunicationsAccess.htm>.

workers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with the local board to post content through its website.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues.

All Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all VA Career Works programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the local service delivery system.

Outreach

The LWDB and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- ❖ Specific steps to be taken by each partner,
- ❖ An outreach plan to the region's human resources professionals,
- ❖ An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- ❖ An outreach and recruitment plan for out-of-school youth,
- ❖ Sector strategies and career pathways,
- ❖ Connections to registered apprenticeship,
- ❖ A plan for messaging to internal audiences,
- ❖ An outreach tool kit for Partners,
- ❖ Regular use of social media,
- ❖ Clear objectives and expected outcomes, and
- ❖ Leveraging of any statewide outreach materials relevant to the region.

Non-Discrimination and Equal Opportunity

All parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Responsibilities of the Parties

All parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The parties acknowledge the _____ and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the parties have no responsibility and/or liability for any actions of the LWDB or the one-stop operator. Nothing herein will be construed as a waiver of the sovereign immunity of the Commonwealth of Virginia.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-free Workplace

All parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

All parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitations

Each party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, and Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other parties.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the Commonwealth of Virginia. All parties shall comply with all applicable Federal and State laws and regulations, and Local laws where applicable and to the extent that they are not in conflict with State or Federal requirements.

Dispute Resolution

The parties to this MOU agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. In the event that an impasse should arise regarding the terms and conditions of this MOU that cannot be resolved through communication between the parties, the One-Stop Operator will negotiate a resolution with the parties. The One-Stop Operator shall determine the process to mediate and resolve the matter.

The following section details the dispute resolution process designed for use by the partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the LWDA Customer Grievance and Complaint Management Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the LWDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- ❖ All parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
- ❖ Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LWDB Chair (or designee) and all parties to the MOU regarding the conflict within five business days.
- ❖ The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present. This decision shall not be binding on any partner that is an agency of the Commonwealth.
- ❖ The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- ❖ The LWDB Chair (or designee) will contact the petitioner and the appropriate parties to verify that all are in agreement with the proposed resolution.
- ❖ This MOU shall not affect the right of any party to seek all available remedies provided to it by law.

Modification Process

1. *Notification of Partners*

When a partner wishes to modify the MOU, the partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

2. *Discussion/Negotiation*

Upon notification, the LWDB Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the parties. If the proposed modification is extensive and is met with opposition, the LWDB Chair (or designee) may need to call a meeting of the parties to resolve the issue. Upon agreement of all parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the LWDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the LWDB Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a partner is unwilling to agree to the MOU modification, the LWDB Chair (or designee) must ensure that the process in the Dispute Resolution section as outline above is followed.

3. *Signatures*

The LWDB Chair (or designee) must immediately circulate the MOU modification and secure partner signatures. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the LWDB Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

Effective Period

This MOU is entered into on _____. This MOU will become effective as of the date of signing by the final signatory below and must terminate no later than _____, unless any of the reasons in the Termination section apply.

This MOU is entered into as of July 1, 2019 and shall expire no later than June 30, 2022, unless any of the reasons in the Termination section apply.

Termination

This MOU will remain in effect until the end date specified in the Effective Period section, unless:

- ❖ All parties mutually agree to terminate this MOU prior to the end date.
- ❖ Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- ❖ WIOA is repealed or superseded by subsequent federal law.
- ❖ Local area designation is changed under WIOA.
- ❖ A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the LWDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the parties to the MOU must convene within thirty (30) days¹ after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.

All Parties agree that this MOU shall be reviewed not less than once every year to ensure appropriate funding and delivery of services.

¹ The time period incorporated here, and throughout this Example MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement.

RESOURCE SHARING AGREEMENT

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the LWDA VA Career Works Centers. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the Resource Sharing Agreement (RSA) is to develop the overarching parameters in establishing a funding mechanism that:

- ❖ Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area;
- ❖ Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among partners (thereby improving each program's effectiveness);
- ❖ Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs;
- ❖ Ensures that costs are appropriately shared by VA Career Works partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance;
- ❖ Outlines and describes infrastructure costs; and,
- ❖ Describes additional costs (career services and shared services)²

The partners consider this RSA the master budget that is necessary to maintain the LWDA's high-standard VA Career Works system. Furthermore, the Resource Sharing Agreement (RSA) will be the actual document that reflects each partner's shared cost, or contribution, of funding the LWDA local VA Career Works Center(s) pursuant to the provisions of this MOU and its subparts.

LWDB and partners must complete the VA LWDA One-Stop Center Budget and Cost Allocation Template, for each Center. Once completed, this document(s) will be accepted by all parties as the RSA, or per federal grant language, the Infrastructure Funding Agreement (IFA). These two acronyms (RSA & IFA) are interchangeable. RSA will be reviewed on an annual basis, recognized as a separate agreement to this MOU and that all parties may announce their consensus of the RSA through the exchange of correspondence between the LWDB and partners or by some other agreed upon procedure.

All costs will be allocated according to partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The VA Career Works RSA is expected to be transparent and negotiated among partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

² Additional Costs: WIOA Section 121(i)(1) / Final Rule 678.760

RSA Timeline

Cost Allocation Methodology

Within the one-stop system, a variety of allocation methods may be used as agreed upon by the partners, which reflect the best measure of benefit received by the partner programs. The VA LWDA One-Stop Center Budget and Cost Allocation template only provides the following three options: (1) number of partner **program positions** dedicated to the one-stop center services; (2) **square feet occupied** by partner program staff; and (3) **number of one-stop center customers** served by partner program.

Cost Reconciliation and Allocation Base Update

All parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

- ❖ Partners will provide the LWDB with the following information no later than thirty (30) days³ after the end of each quarter, as applicable:
 - ✓ Quarterly cost information and documentation of the actual costs,
 - ✓ Updated staffing information (per the 1st day of a new program year and the 1st day of each subsequent quarter), and
 - ✓ Updated square feet occupied, and
 - ✓ Actual customer participation numbers (per the last day of the last month of each quarter).
- ❖ Upon receipt of the above information, the LWDB, or Fiscal Agent, will provide a RSA – Financial Status Report on or before 45 days after the end of the quarter.

INFRASTRUCTURE FUNDING

Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the VA Career Works Center(s) including, but not limited to:

- ❖ 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 American Job Center, including technology used for the center's planning and outreach activities.

³ The time period incorporated here, and throughout this Example MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement.

All Parties to this MOU and separate RSAs for the Center(s) recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the center or not.⁴ Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

Partners

Partners funding the costs of infrastructure according to the RSA are the same as identified in the RSA separate agreement for the Center(s).

Cost Allocation Methodology

All Parties agree that the cost allocation methodology for the costs of one-stop infrastructure will be the same as described in the [Cost Allocation Methodology](#) section of the MOU, subpart Resource Sharing Agreement.

Cost Reconciliation and Allocation Base Update

All Parties agree that the cost reconciliation and allocation base update for the infrastructure costs will be the same as described in the [Cost Reconciliation and Allocation Base Update](#) section of the MOU, subpart Resource Sharing Agreement.

⁴ When a local board has determined that a required program is not represented in the local workforce area (i.e., local area), then there is no requirement to include that program in the MOU. *For Example:* If there are no employment and training activities carried out by the Department of Housing and Urban Development (HUD) in the local area, then HUD would not be required to be a partner in that local workforce service delivery system. Thus HUD would not be a party to that local MOU. **Note:** It must be articulated in the MOU that a required program(s) is not available in the local area.

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, _____, certify that I have read the information contained in this _____, _____. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and in agreement with:

❖ This MOU _____

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

❖ This MOU _____

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) three (3) years from effective date or
- b) Upon modified termination, whichever occurs earlier.

Signature

Date

Print Name and Title

Agency Name

Attachment A: Definitions

One-Stop Delivery System

The one-stop delivery system (herein also referred to as the VA Career Works Service Delivery System) brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-stop partners administer separately funded programs as a set of integrated streamlined services to customers.

[20 CFR 678.300(a); 34 CFR 361.300(a); and 34 CFR 463.300(a)]

Infrastructure Costs

Non-personnel costs that are necessary for the general operation of the one-stop center, including but not limited to applicable facility costs (such as rent), costs of 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. Common identifier costs may be considered as costs of one-stop infrastructure.

[WIOA sec. 121(h)(4); 20 CFR 678.700(a)-(b); 34 CFR 361.700(a)-(b); and 34 CFR 463.700(a)-(b)]

Additional Costs

Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop Partners, and business services.

[WIOA sec. 121(i)(2); 20 CFR 678.760(b); 34CFR 361.760(b); 34 CFR 463.760(b); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

Resource Sharing Agreement (RSA)

The resource sharing agreement (RSA) of VA Career Works Center(s) is the financial plan that the one-stop partners, the CEO, and the Local WDB have agreed to in the MOU that will be used to achieve their goals of delivering services in a local area. The MOU must contain, among other things, provisions describing how the costs of shared services provided by the one-stop system and the operating costs of such system will be funded, including the infrastructure costs for the one-stop system (WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b)).

The RSA may be considered the master budget that contains a set of resource sharing agreement budgets (RSA) or components that consist of costs that are specifically identified in the statute: infrastructure costs, defined in WIOA sec. 121(h)(4); and additional costs which must include applicable career services

and may include shared operating costs and shared services that are related to the operation of the one-stop delivery system and do not constitute infrastructure costs. These additional costs are described in WIOA sec. 121(i). The resource sharing agreement must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflect a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the one-stop center and relative benefit received. The one-stop operating budget may be further refined by the one-stop partners, as needed, to assist in tracking their contributions. It may be necessary at times to separate the budget of a comprehensive one-stop center from a specialized one-stop center or an affiliate one-stop center.

One-Stop operating costs include infrastructure costs and additional costs, which are made up of applicable career service, shared operating costs and shared services.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 3-4)]

Funding Types

Cash

- ❖ Cash funds provided to the Local WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

Non-Cash⁵

- ❖ Expenditures incurred by one-stop Partners on behalf of the one-stop center; and
- ❖ Non-cash contributions or goods or services contributed by a Partner program and used by the one-stop center.

Third-Party In-Kind

- ❖ Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:
- ❖ Support the one-stop center in general; or
- ❖ Support the proportionate share of one-stop infrastructure costs of a specific partner.

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760]

⁵ The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.

Allocation

Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

[2 CFR 200.4]

Cost Objectives

Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the non-federal entity, a particular service or project, a federal award, or an indirect (Facilities & Administrative (F&A)) cost activity, as described in Subpart E—Cost Principles of this Part. See also 2 CFR §§ 200.44 Final cost objective and 200.60 Intermediate cost objective.

[2 CFR 200.28]

Attachment B: Partner Program Services

Partner Program:	
Website:	
Partner Program - Signatory Authority (Name, Job Title, email):	
Partner Program Local Area Contact (Name, Job Title, email and telephone number):	
List of Services to be Made Available Through the Virginia Career Works Center(s)	
Partner will participate in the following manner (indicate Center Name and type of contact):	
1. Permanent Presence and Service Provision	
2. Itinerant Presence and Service Provision	
3. Service Provision Only	
List services to be made available below (add additional pages if needed):	

Modification Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, _____, certify that I have read the information contained in this _____, _____, _____, _____.

All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and in agreement with:

- ❖ This MOU Modification as outlined/described below:

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of this modification and all changes made herein.

I understand that this modification may be executed in counterparts, each being considered an original, and that this modification shall expire with the terms of the MOU.

Except as provided herein, all terms and conditions of _____, dated _____, remains unchanged and in full force and effect.

Signature

Date

Print Name and Title

Agency Name

