

**West Virginia Workforce Development Board**

**Memorandum of Understanding Template**

**Title of Policy:** Supporting Document for Requirements for Local Memorandum of Understanding (MOU)

**Number:** 300-03 (2023)

**Effective Date:** July 1, 2023

**Review by Date:** July 1, 2028

**Memorandum of Understanding Template**

**Purpose of MOU**

The Workforce Innovation and Opportunity Act (WIOA) requires that a memorandum of understanding (MOU) be developed and executed between the Local Workforce Development Board (LWDB) and one-stop partners to establish an agreement concerning the operations of the West Virginia one-stop delivery system. The purpose of the MOU is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

This MOU was developed using a collaborative and good-faith approach to negotiations and in a manner to encourage all entities to work together in developing an MOU that demonstrates the spirit and intent of WIOA.

**Parties to the MOU**

This section includes all parties relevant to the MOU.

LWDBs are encouraged to develop a single "umbrella" MOU that addresses issues related to the local one-stop service delivery network, its Chief Elected Local Official (CLEO), and WIOA, state, regional, and community partners. Local WDBs, with the agreement of the CLEO, may still enter into separate agreements between each partner or groups of partners. However, the aim of the "umbrella" MOU is to allow partner programs to focus on service delivery and not the process of negotiating several MOUs.

Required one-stop partners include representatives of the following programs:

- WIOA Title I Adult, Dislocated Worker, and Youth Programs
- WIOA Title I National Farmworker Jobs Programs/Migrant and Seasonal Farmworker Programs
- WIOA Title I Job Corps
- WIOA Title II Adult Education and Literacy Program

- WIOA Title III Wagner-Peyser Program
- WIOA Title IV Vocational Rehabilitation Program
- Carl D. Perkins Career and Technical Education Program
- Temporary Assistance for Needy Families
- Employment and training programs under SNAP
- Trade Adjustment Assistance
- Jobs for Veterans State Grants Program
- Unemployment Insurance program
- Senior Community Service Employment Program
- Community Services Block Grant
- Reentry Employment Opportunities program (Second Chance)

{ensure all participating partners are listed here}

### **Description of Services**

This section should include a description of services to be provided through the one-stop delivery system, including the manner in which the services will be coordinated and delivered through the system. This includes the three types of “career services” authorized under WIOA (basic career services, individualized career services, and follow-up services), as well as training services and services provided to employers.

The description of services should include:

- The method or means of providing partners access to those services;
- The frequency of program staff’s physical presence in an affiliated site;
- How specialized one-stop centers may be implemented, if needed; and
- A description of the coordinated delivery of services in the system.

{fill out description of services, as indicated above}

### **Funding of the Services**

Include an agreement on funding the costs of the services and the operating costs of the system, including:

- Funding of infrastructure costs of one-stop centers in accordance with §§ 678.700 through 678.755; and
- Funding of the shared services and operating costs of the one-stop delivery system described in § 678.760.

This section shall include the one-stop operating budget, which is the financial plan that the one-stop partners and LWDB agree will be used to achieve the MOU’s goals of delivering

services in a local area. The MOU must contain provisions describing how the costs of services and the operating costs will be funded, including the infrastructure costs.

The one-stop operating budget will be reconciled quarterly against actual costs incurred and adjusted accordingly. This reconciliation ensures that the budget reflects 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. Even for in-kind contributions, quarterly reconciliation must be conducted to ensure that the cost allocation methodology reflects each partner's relative benefit.

{Attach the Infrastructure Funding Agreement as part of this section}

### **Other Contributions**

This section must include contributions made to the one-stop system through other avenues, such as donations made by a non-partner entity (e.g., a local business donating computers for a learning lab). Third-party in-kind contributions made to supplement the operation of the one-stop center must be documented.

{describe any other contributions}

### **Methods for Referring Customers**

This section should describe the methods for referring individuals between the one-stop operators and partners for appropriate services and activities.

{Describe referral methods}

### **Access for Individuals with Barriers to Employment**

This section should include methods to ensure the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials available through the one-stop system.

This section should also include a commitment from each one-stop partner to ensure their policies, procedures, programs, and services are in compliance with the Americans with Disabilities Act of 1990 and its amendments, in order to provide equal access to all customers with disabilities.

{describe methods to ensure access of individuals with barriers to employment}

### **Duration of the MOU**

This MOU is effective from \_\_\_\_\_ to \_\_\_\_\_.

*This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be three years, commencing on the date of execution by all parties. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.*

### **Modifications and Revisions**

This MOU will be reviewed regularly by one-stop partners and, if substantial changes have occurred, be renewed. Renewal requires all parties to review and agree to all elements of the MOU and re-sign the MOU. Amendment or modification of the MOU only requires the parties to review and agree to the elements of the MOU that changed.

Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the quarterly reconciliation of the budget, do not require renewal of the MOU. These changes may occur through the local MOU amendment procedures established at the local level.

The MOU will be renewed not less than once every three years to ensure appropriate funding and delivery of services. Negotiations will begin eighteen weeks prior to renewal.

*This MOU constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.*

{Describe the procedures for amending the MOU}

### **Appeals**

*Should a one-stop partner's appeal to the State regarding infrastructure costs result in a change to the one-stop partner's infrastructure cost contributions, the MOU will be updated to reflect the final one-stop partner infrastructure cost contributions.*

### **Termination**

This section should include information regarding termination of the MOU.

*The parties understand that implementation of the one-stop system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.*

**Other Provisions Agreed to by the MOU Parties**

The MOU may contain any other provisions agreed to by the parties that are consistent with WIOA title I, the authorizing statutes and regulations of one-stop partner programs, and the WIOA regulations.

{Include any additional provisions here}

**Authorized Signatory**

The MOU is to be signed by the designated authorized signature appointed by each partner. The date hereof, as to the incumbency of the person or persons authorized to execute and deliver the identified roles and responsibilities of the partner outlined within the MOU hereunder on behalf of the partner.

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## Signature Page

All partners, regardless of colocation status, must sign the MOU. By signing below, all parties agree to the terms prescribed in this MOU, including the attached IFA and other system costs budget. {Add more signature lines as necessary}

**(CEO)**

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Printed Name and Title

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Signature and Date

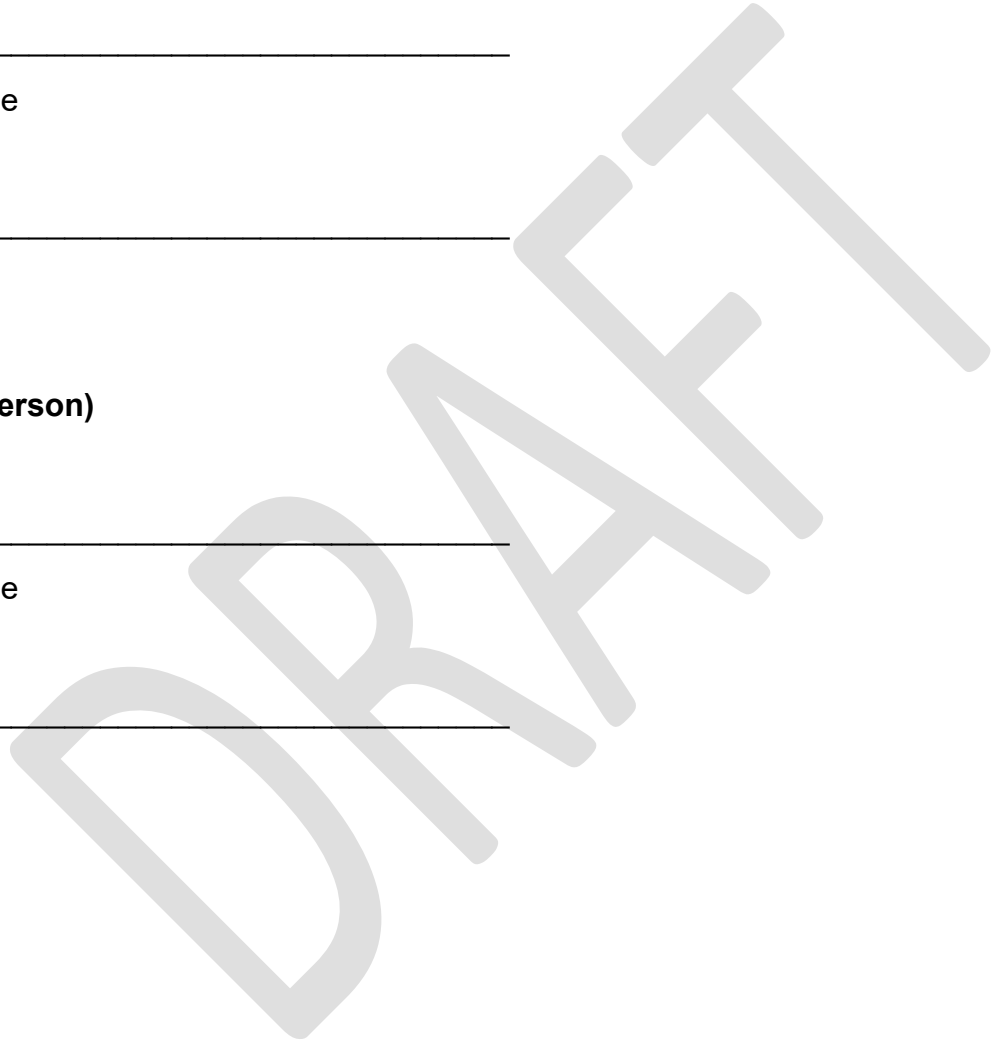
**(Local Board Chairperson)**

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Printed Name and Title

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Signature and Date



**(Partner)**

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Printed Name and Title

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Signature and Date

**(Partner)**

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Printed Name and Title

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Signature and Date

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**(Partner)**

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Printed Name and Title

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Signature and Date

**(Partner)**

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Printed Name and Title

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Signature and Date

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