



**WEST VIRGINIA WORKFORCE DEVELOPMENT
SYSTEM
PARTNER'S MEMORANDUM OF UNDERSTANDING
2015-2018**

The Workforce Innovative Opportunity Act (WIOA) clearly identifies the WORKFORCE West Virginia One-Stop Career Centers as the service delivery system for programs funded under WIOA and its partner programs. WORKFORCE West Virginia consists of local One-Stop Career Centers in which partners come together to administer workforce opportunity and other workforce development system activities.

This Memorandum of Understanding (MOU) sets forth the terms of agreement for cooperation and consultation with regard to the implementation of WIOA in the Region 1 Workforce Development Area.

PARTNER MEMORANDUM OF UNDERSTANDING

1.0 PURPOSE

The purpose of this MOU is to establish cooperative and mutually beneficial relationships among the required WIOA state partners and other partners whose participation has been determined to be vital to accomplishing the Governor's workforce development goals. This MOU also sets forth the relative responsibilities of the partners as they relate to the planning and implementation of the comprehensive workforce development system in West Virginia at both the state and local levels.

To ensure the maximum flexibility for all partners under this agreement, it is agreed that the partners may enter supplemental, agency-specific state or local agreements that further or complement this agreement. At a minimum, the partners to this MOU agree to enforce the aspects of this agreement at the local level.

2.0 SYSTEM-WIDE COMMITMENTS AND DELIVERABLES

Each partner to this MOU agrees to make the following commitments through the WORKFORCE West Virginia Career Centers:

1. Provide the appropriate Career services that are applicable to the partner's program and are outlined in attachments to this MOU
2. Work together to produce and implement a plan to identify the needs of the local workforce and business community and effectively deliver services to the customer and reduce the duplication in the Workforce West Virginia Career Center.
3. Participate in and commit resources, as appropriate, to a common case management information system, i.e. Mid-Atlantic Career Consortium (MACC), within WORKFORCE West Virginia.
4. Commit to the effective flow and referral of customers through the WORKFORCE West Virginia Career Centers from entry to case management to employment.
5. Commit to the achievement of established performance goals established by the US DOL, West Virginia Workforce Development Council, and the WORKFORCE West Virginia Career Center partners.
6. Participate in and commit resources, as appropriate, to ensure all Business Services are coordinated between partners to reduce duplication and provide the best mix of services

to the employer. Such services will be reported in WORKFORCE West Virginia MACC system.

7. Participate in the local One Stop Partner Meeting to coordinate the delivery of service between partners and to benefit the WORKFORCE West Virginia Career Center customers.
8. Report partner activity including customer satisfaction, to the One Stop Partners to determine level of service provided in the Workforce West Virginia Career Center by each partner and to customers. The specifics of the report will be developed jointly by the One Stop Partners and the Region 1 WDB.
9. As part of the general MOU, individual agency specifics that outline additional information pertinent to that agency's agreement, deliverables, fund commitments (where appropriate), and participation in this Memorandum of Understanding are included as attachments to this MOU.

3.0 CUSTOMER REFERRAL PROCESS

The primary goal of the referral system is the provision of seamless service delivery to both job seekers and employers. Customers will be referred by methods and through processes developed at the local level and described in the state agency/local Workforce Development Board (WDB) MOU. Pilot programs and best practices should be developed for improvement and consistency statewide.

Additionally, all information acquired in the One-Stop Career Centers will be mutually accessible. Duplication of data collection and reporting systems will be avoided. This information will be shared only to the extent permitted by regulations requiring confidentiality of participant records. All labor market information, job leads, programmatic and participant information, as reported on standard forms, will be accessible as allowable and appropriate. All partners agree to cooperate in developing customer identification, tracking, follow-up evaluation, performance, and satisfaction data.

4.0 CONTRIBUTION FOR SERVICES AND SYSTEM OPERATING COSTS

Each mandated or other contributing partner (agency) agrees to contribute its fair share of resources for providing WORKFORCE West Virginia Career Center career services and supporting the WORKFORCE West Virginia Career Center operating costs proportionate to the benefit derived and the total resources required. Agency totals will be included as such in the annual Funding Stream Report to the Legislative Oversight Committee. Partners will commit resources

that support activities such as the WORKFORCE West Virginia operating costs (rent, utilities, etc.), management information system (MIS), assessment, cross training of staff, and professional development. State agency partner contributions may be determined through negotiation with the state Workforce West Virginia office.

Every effort will be made to ensure balance between state level funding and use of funds and the funding at the regional level and use of funds regionally. There should be fair sharing of efforts targeted to build an effective and efficient workforce development system that is balanced between state and local regional efforts.

5.0 USE OF COMMON TECHNOLOGY & INTEGRATED INFORMATION SYSTEMS

The Mid-Atlantic Career Consortium (MACC) or, other replacement system approved by the Workforce Development Council (WDC), Governor's Workforce Planning Council and the CTO.

The MACC, known in West Virginia as WORKFORCE West Virginia, is the computerized system of record keeping that will include a common data repository for WIOA, Wagner-Peyser, and Trade Adjustment Assistance (TAA) and other Title I (B) activities. All partners agree to enter all client profiles (job and training seekers), job openings and employer information it receives into the WORKFORCE West Virginia (MACC) to the extent partner modules and access become available.

The WORKFORCE West Virginia system (MACC) or replacement, will be the system of choice for finding employment or obtaining training through the agencies working together to develop common processes through the system. A process for allocating both future development costs and on going operational costs to include regular maintenance and "help desk" type support for the system will be established. It is anticipated that all state agencies accessing and using the WORKFORCE West Virginia system (MACC) will contribute toward all costs of the MACC based on an agreed upon fair and proportionate allocation determined by system use or overall funding. The local WDBs will also contribute proportionately toward the total cost.

All partners also agree to treat all data contained in the WORKFORCE West Virginia (MACC) as confidential. No partner should permit access of State of West Virginia provided resources to, or disclose data to, any persons or entities other than its staff or data users, under any conditions.

In order for client information to be shared, a release form stipulating what is being released and to whom must be agreed to and signed by the customer.

Other data related to demand and supply side information will use in-house MIS.

6.0 ASSESSMENT COMMON PRACTICES

Wherever and whenever possible assessment processes will be streamlined to reduce duplication to the customers. The TABE and WorkKeys® will be the two primary assessment tools and partners agree to accept the test scores for use in evaluating the individual and assisting in developing the Individual Plan of Employment. Other tests may be utilized, when necessary, to appropriately evaluate the individual.

7.0 ANNUAL/MONTHLY REPORTING REQUIREMENTS

Based on annual/monthly reporting requirements in West Virginia state code Chapter §5B-2B, all parties to the MOU agree to provide information in a timely manner when requested by the Workforce System and/or One Stop Partners. Two annual reports require data from the agencies. One is the “State of the One-Stop Careers” and the other the “Annual Funding Streams and Outcomes” report. These reports include information on funding streams (federal and state), customers served, performance outcomes, and other items as outlined under separate cover. Both reports will be furnished to the West Virginia Legislature and other stakeholders. All agencies will share appropriate information as related to the Customer Activity Report. (Attachment A)

8.0 BUSINESS PLAN FOR ONE STOP CAREER CENTERS

Partners to this MOU agree to participate in the development of a business plan for the operation of services in the WORKFORCE West Virginia Career Center. This plan should address the effective delivery of services to the client, procedures between partners, day to day coordination of services in the center, etc. The plan should also address how partner collaboration should reduce the total overhead/administration of the One-Stop Career Center.

All partners agree to support the design and implementation of a planning compact model that will integrate common goals and performance expectations related to workforce development in West Virginia.

Partners to this MOU will serve as the first level group to address issues rising out of the One Stop operations. The partners will work to continually improve the overall Workforce West Virginia system and to advance integration, effectiveness and improvements.

9.0 SUPPORT OF COMMON PERFORMANCE MEASURES

All partners agree to support all Federal and state mandated common performance measures that may be established now or in the future. These measures will be part of the business plan. All parties to this MOU agree to capture appropriate performance data as required to support the collection and reporting of the common performance measures.

10.0 STAFF/RESOURCES DEVELOPMENT AND CROSS-AGENCY TRAINING

In order to ensure quality programs and services to all customers across all regions, parties to this MOU agree to develop the expected level of skills needed for operation of the WORKFORCE West Virginia Career Centers. Further, each agency will support the development of cross-agency training for awareness regarding its programs and services within the Career Centers. To ensure and sustain an effective, high quality workforce development system, adequate and knowledgeable staff must be in place. The better the knowledge and skill levels across the system, the greater the experiences and results the system can deliver on a regular basis.

Partners to this MOU will invest in staff development within their agency and collaboratively across agencies to enhance the knowledge and skill levels of all staff engaged in the workforce development system. An annual refresher will be held for all partners.

11.0 MOU MODIFICATION PROCESS

Any signatory of the MOU may request, in writing, an amendment to this MOU. The changes must be documented, signed, dated under the conditions agreed upon by ALL of the partners, and attached to the original MOU. If any provision of the MOU is held invalid, the remainder of the MOU will not be affected.

12.0 BREACH OF MOU

The agencies agree that each shall fulfill its responsibilities under this MOU in accordance with the provisions of law and regulations that govern their activities. If at any time an agency is unable to perform its functions under this MOU, such agency shall immediately provide written notice to the Workforce Development Board describing its inability to fulfill the requirements of this MOUS and establish a date at the earliest convenience, but no more than 30 days, to mutually resolve the issue. Failure to abide by this agreement is basis for termination by the Workforce Development Board. The Region 1 WDB must report to the state Workforce West

Virginia office and the local elected officials the failure of any mandatory agency to sign or follow this MOU.

13.0 IMPASSE RESOLUTIONS

The agencies agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. For disputes regarding the provisions of this MOU that cannot be resolved through communication among agency staff, the parties will document the negotiations and efforts that have taken place to resolve the issue. At the first level, the unresolved issue or dispute must be presented to the One Stop Management Team to attempt to resolve differences to the satisfaction of all parties. If this fails or does not meet the expectations of all parties, then the Region 1 WDB grievance procedure will apply to further resolution of the impasse.

14.0 MOU DURATION AGREEMENT

This agreement is effective July 1, 2015 and terminates on June 30, 2018. It may be extended through mutual agreement of the parties. The MOU may be terminated by any of the partners upon 30 days of written notice to the other partners with cause or upon 90 days of written notice to the other partners without cause.

15.0 EQUAL OPPORTUNITY, NONDISCRIMINATION OBLIGATIONS AND CONFIDENTIALITY OF INFORMATION/DATA

All partners recognize the critical nature of protecting and using information/data in the most appropriate manner at all times. Each partner entering into this MOU has the obligation and authority to control the use and access of information/data collected or generated as part of its specific work. All partners agree to work on ways to ensure the confidentiality of records throughout the One-Stop Career Centers. All confidentiality issues will be presented to the One Stop Partners for discussion and resolution as to use and access of the identified data and information needing special protection. The confidentiality agreement applies to electronic systems as well as all paper processes.

The partners acknowledge familiarity with applicable federal and State of West Virginia laws, rules, regulations, policies, procedures, and reporting requirements and will abide by them. This includes, but is not limited to, discrimination policies, compliance with the Americans with Disabilities Act, and maintenance of drug free workplaces. Reference is made, but not limited to, Sec. 181 – “Requirements and Restrictions,” and Sec. 188 – “Nondiscrimination,” of the WIOA.

16.0 SIGNATURES

By signing this agreement, the individual signatory certifies that he or she is authorized to sign on behalf of the Partner organization and that they bind the organization to the faithful performance of this agreement. The signatory also assures on behalf of the Partner organization that it will comply with practices, policies, and procedures regarding client confidentiality, data security, Drug Free Workplace Policy, Equal Employment Opportunity Regulations, and all required assurances as outlined in the Workforce Innovative Opportunity Act.

The Agreement may be executed in counterparts and shall be fully effective with regards to each party, which signs a copy of this agreement as if every party had signed the same copy.

Organization Name: _____

Address: _____

Email: _____

Printed Name: _____

Signature

Date

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