



WEST VIRGINIA WORKFORCE DEVELOPMENT SYSTEM

PARTNER'S MEMORANDUM OF UNDERSTANDING

2018-2021

The Workforce Innovation and Opportunities Act (WIOA) of 2014 clearly identify 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 opportunities and other workforce development system activities.

This Memorandum of Understanding (MOU) sets forth the terms of agreement between the Region 1 Workforce Development Board (R1WDB), the American Job Center network Partners, and the Region 1 Chief Elected Official for cooperation and consultation with regard to the implementation of WIOA in the Region 1 Workforce Development Area.

MEMORANDUM OF UNDERSTANDING

1.0 PURPOSE

The purpose of this MOU is to confirm the understanding of the Partners regarding the operation and management of the six American Job Centers in the Region 1 Local Workforce Development Area (Local WDB). The Region 1 WDB provides local oversight of workforce programming for the Region 1 Local Workforce Development Area.

The One Stop Operating Budget and Infrastructure Funding Agreement establish a financial plan to fund the services and operating costs of the Region 1 Local Workforce Development Area American Job Center Network. The Partners to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the Region 1 Local Workforce Development Area's high standard American Job Center Network.

The Vision, Mission, System Structure, Terms and Conditions, One Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Partners to job seekers and business customers, as well as to the overall community.

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 VISION

It is the vision of the Region 1 Workforce Development Board to promote effective economic and workforce development partnerships that develop and sustain productive workers for business and create prosperous communities for our citizens. This will be achieved through the delivery of high quality and integrated workforce development, education and economic development services for job seekers, incumbent workers and employers.

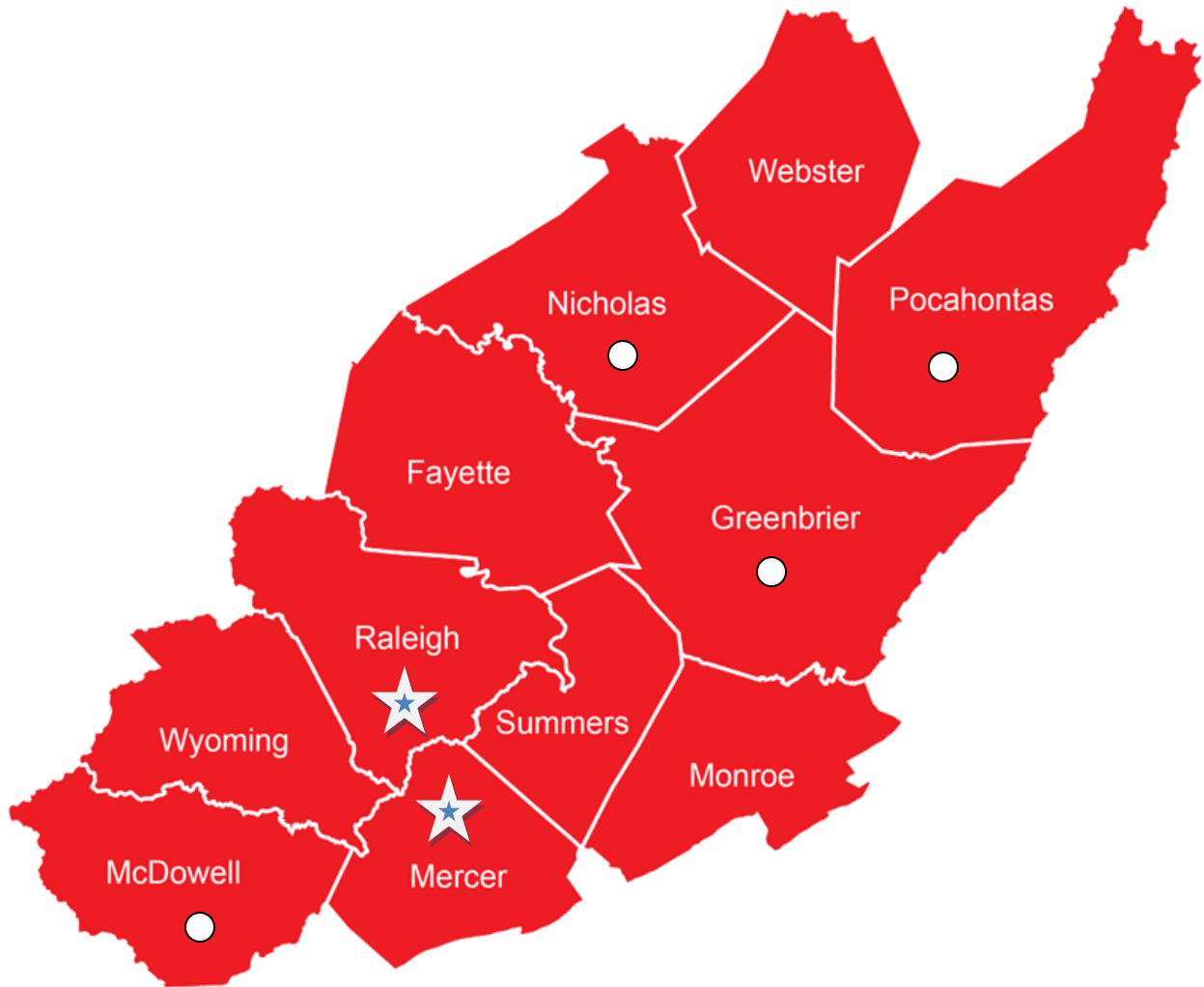
3.0 MISSION

To establish a workforce system that provides opportunities for success by connecting businesses to a quality workforce.

4.0 SYSTEM STRUCTURE – AMERICAN JOB CENTERS

The Region 1 Local Workforce Development Board has six American Job Centers, also known as one-stop centers that are designed to provide a full range of support to businesses and job seekers in one location.

AmericanJobCenter®network
Local Area 1 – West Virginia
System Structure



 Comprehensive Center
 Affiliate Center

5.0 REQUIRED ONE STOP PARTNERS

WIOA sec. 121 (b)(1)(B), 20 CFR 678.400, 34 CFR 361.400, and 34 CFR 463.400 require the following programs to be one-stop partners:

Department of Labor (DOL)

- A. WIOA title I programs:
 - Adult, Dislocated Worker, and Youth formula programs;
 - Job Corps;
 - YouthBuild;
 - Native American programs;
 - National Farmworker Jobs Program (NFJP);
- B. Wagner- Peysner Act Employment Service (ES) Program, authorized under the Wagner-Peyser Act (29 U.S.C 49 et seq.), as amended by WIOA title III;
- C. Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965;
- D. Trade Adjustment Assistance (TAA) Activities, authorized under chapter 2 of title II of the Trade Act of 1974;
- E. Unemployment Compensation (UC) Programs;
- F. Jobs for Veterans State Grants (JVSG) programs, authorized under Chapter 41 of title 38, U.S.C.; and
- G. Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

Department of Education (ED)

- H. Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- I. Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV); and
- J. The State Vocational Rehabilitation (VR) Services program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV;

Department of Housing and Urban Development (HUD)

- K. Employment and training programs;

Department of Health and Human Services (HHS)

- L. Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- M. Temporary Assistance for Needy Families (TANF) program, authorized under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) unless exempted by the Governor under 20 CFR 678.405(b), 34 CFR 361.405(b), and 34 CFR 463.405(b).

6.0 ADDITIONAL PARTNERS

Pursuant to WIOA sec. 121 (b)(2)(B) and 20 CFR 678.410, 34 CFR 361.410, and 34 CFR 463.410, additional one-stop partners may include, with approval from the Local WDB and CEO(s), the following:

- Social Security Administration (SSA) employment and training program established under sec. 1148 of the Social Security Act (i.e. Ticket to Work)

- Small Business Administration employment and training programs;
- Supplemental Nutrition and Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008;
- Client Assistance Program (CAP), authorized under sec. 112 of the Rehabilitation Act of 1973, as amended by title IV of WIOA;
- National and Community Service Act programs; and
- Other appropriate Federal, State, or local programs, including but not limited to, employment, education, or training programs such as those operated by libraries or in the private sector (WIOA sec. 121(b)(2)). Such programs may also include programs providing transportation assistance and services for those with substance or mental health issues.

7.0 PARTNER SERVICES

At a minimum Partners will make the below services available, as applicable to the program, consistent with and coordinated via the American Job Center network system. Additional services may be provided on a case by case basis and with the approval of the Local WDB and the CEO.

BUSINESS SERVICES		
Serve as a single point of contact for businesses, responding to requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Conduct outreach regarding Local workforce system's services
Assist with disability and communication accommodations, including job coaches	Conduct on-site Rapid Response activities regarding closures and downsizing	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay for performance strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment and referral services	Provide employer and industry cluster driven Occupational Skills Training through Individual Training Accounts with eligible training providers
Conduct Job Fairs	Assist with the interpretation of labor market information	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resource issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various methods
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

JOB SEEKER SERVICES		
Basic Career Services	Individualized Career Services	Training
Outreach, intake and orientation to the resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupation skills training through Individual Training Accounts
Initial assessments of skill(s) levels, aptitudes, abilities, and supportive services needs	Development of an individual employment plan to identify goals, achievements, objectives, and appropriate combination of services for the customer	Adult education and literacy activities, including English language acquisition (ELA)
In and out of area job search and placement assistance (including provision of information on in-demand occupations and non-traditional employment	Referral to training services	On-the Job Training (OJT)
Access to employment opportunity and labor market information	Group Counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with instruction
Information on performance of the Local workforce system	Individual counseling and career planning	Training programs operated by the private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services, individual in and out of area job search; referral and placement assistance	Skills upgrading and retraining
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services(e.g. communication skills, punctuality; personal hygiene, financial literacy skills) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA		Other training services as determined by the workforce partner's governing rules

YOUTH SERVICES	
Tutoring, study skills training, instruction, and evidence based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for recognized postsecondary credentials	Alternative secondary school services, or dropout recovery services, as appropriate
Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on the job training opportunities	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational clusters	Leadership development opportunities, which may include community service and peer centered activities encouraging responsibility and other positive and social and civic behaviors
Supportive Services	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months
Follow-up services for not less than 12 months after the completion of participation, as appropriate	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate
Financial literacy education	Entrepreneurial skills training
Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services	Activities that help youth prepare for and transition to postsecondary education and training

8.0 ROLES AND RESPONSIBILITIES OF PARTNERS

All Partners to this MOU will work closely together to ensure that all Region 1 American Job Centers are high-performing work places for staff that will ensure quality of service.

All Partners 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 American with Disabilities Act of 1990 (Public Law 101-336),
- The Job 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 Sexual 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),
- The Drug-Free Workforce Act of 1988 (41 U.S.C. 702 et seq., and 2 CFR part 182
- 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
- Debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 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
- all amendments to each, and
- all requirements imposed by the regulations issued pursuant to these acts.

The above 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 Partners 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 Partners relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers.
- Commit to cross-training of staff, as appropriate, and to providing other learning opportunities that promote continuous quality improvement.
- Promote system integration to the maximum extent feasible through effective communication, information sharing, and collaboration with the one-stop operator.
- Use a common and / or linked data management systems and data sharing methods, as appropriate.
- Leverage resources, including other public agencies and non-profit organization services.
- Participate in regularly scheduled Partner meetings to exchange information in support of the local workforce development system and encourage program and staff integration.

- 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.
- Commit to the effective flow and referral of customers through the WORKFORCE West Virginia Career Centers from entry to case management to employment.
- 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.
- 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.
- 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.
- Agree that all equipment and furniture purchased by any party for any purpose described herein shall remain the property of the purchaser after the termination of this agreement.

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.

9.0 CUSTOMER REFERRAL PROCESS

The primary goal of the referral system is the provision of seamless service delivery to both job seekers and employers. 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.

10.0 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.

11.0 ACCESSIBILITY

Accessibility to services provided by the American Job Centers and all Partner agencies is essential to meet requirements and goals of the Region 1 American Job Center network. Job seekers and business must be able to access 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 the state or federal law.

Physical Accessibility:

One-stop centers will maintain a culture of inclusiveness. Services will be available in a convenient 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 a manner providing access for individuals with disabilities.

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 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.

Program 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 classification protected under state or federal law. Partners must ensure that they have policies and procedures in place to address these issues, and that such policies and procedures are currently have been disseminated to their employees and otherwise posted as required by law. Partners further assure they are currently in compliance with all applicable and 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 American Job Center programs, services, technology, and materials are physically and programmatically accessible 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 educational 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 with the American Job Center network.

12.0 PRIORITY OF SERVICE

All Partners 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 services 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 recruit from special populations that are a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learner.

13.0 CONTRIBUTION FOR SERVICES & 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 infrastructure 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.

14.0 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 Centers” 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. Additionally, agencies may be required to provide other reports and information pertinent to the operation of the One-Stop Career Centers.

15.0 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. All parties to this MOU agree to capture appropriate performance data as required to support the collection and reporting of the common performance measures.

16.0 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.

17.0 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 MOU 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.

18.0 IMPASSE RESOLUTION

The Partners 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 may seek resolution under the following process (Note: The R1WDB Grievance Procedure, established under Policy Letter No. 8, is not applicable to this MOU):

- All Parties are advised to actively partake 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 notification in writing to the Region 1 WDB Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
- The Region 1 WDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the Local WDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by majority consent of the Executive Committee members present.
- The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
- The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
- The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- The Region 1 WDB Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

19.0 TERMINATION

This MOU will remain in effect until the end date specified in the MOU Duration Agreement section below, unless:

- All parties mutually agree to terminate the 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 parties unable to perform pursuant to MOU due to lack of funding shall notify the other Partners as soon as the party has knowledge that funds may not be available 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 breached any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Local WDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party 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 30 days 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 MOU Modification Process section above.

All parties agree that this MOU shall be reviewed and renewed not less than once every three (3) year period to ensure appropriate funding and delivery of services.

20.0 INDEMNIFICATION

All parties to this MOU recognize the Partnerships consist 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 Region 1 WDB 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 Region 1 WDB or the one-stop operator.

21.0 MOU DURATION AGREEMENT

This agreement is effective January 1, 2018 and terminates on December 31, 2021 unless any of the reasons in the Termination section above apply.

22.0 ONE-STOP OPERATING BUDGET

The purpose of this section is to generate a financial plan to fund the services and operating costs of the Region 1 Local Workforce Development Area American Job Center network. The Parties to this MOU agree that combined funding is necessary in forming a cohesive service delivery system. The aim of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of job seekers and business in the Local area
- Reduces duplication and maximize program impact through the sharing of services, resources, and technologies among Partners
- Decreases overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by American Job Center 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 on allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider the one-stop operating budget the main budget that is necessary to sustain the Region 1 Workforce Development Area's high-standard American Job Center network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement
- Career Services, and
- Shared Services

All cost must be included in the MOU, allocated according to Partners' proportionate use and relative benefit received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget 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.

COST RECONCILIATION AND ALLOCATION BASE UPDATE

All partners 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 Region 1 WDB with the following information no later than (21) days after the end of each quarter, as applicable:
 - Quarterly cost information and documentation of actual costs
 - Updated staffing information and
 - Actual customer participation numbers
- Upon receipt of the above information, the Region 1 WDB will:
 - Compare budgeted costs to actual costs
 - Update the allocation bases

23.0 INFRASTRUCTURE FUNDING AGREEMENT

American Job Center Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the American Job Center, including, but not limited to:

- Rental of 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 the AJC's planning and outreach activities

All parties to this MOU and IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the American Job Center or not. Each partner contribution 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 funding the costs of infrastructure according to this IFA are the same as identified in the Partner section of the MOU.

All parties agree that the cost reconciliation and allocation base update for this IFA will be the same as described in the Cost Reconciliation and Allocation Base Update section of this MOU.

Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget for the Region 1 Local Workforce Development Area American Job Center network.

All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should information resolution efforts fail, the process outlined in the Dispute Resolution Section of the MOU must be followed.

If Partners in a Local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered.

- Failure by only one (1) of the required Partners to reach consensus with respect to infrastructure costs in the IFA will trigger implementation of the SFM, even if all required Partners except one agree on the terms of the IFA. Exceptions:
 - The lack of agreement on infrastructure costs with Native American programs does not trigger the SFM for a Local area, and the Native American programs are not subject to the SFM
 - A failure to reach consensus on career services or shared costs does not trigger the SFM

If the Partners cannot reach consensus on methods sufficiently funding a one-stop center's infrastructure costs and the amounts to be contributed by each Local Partner program, the Region 1 WDB is required to initiate the following steps:

Step 1: Notice of failure to reach consensus given to the WFWV (with the Governor's approval).

Step 2: Local negotiation materials provided to the WFWV (with the Governor's approval).

Step 3: WFWV (with the Governor's approval) determines one-stop center infrastructure budget(s)

Step 4: WFWV (with the Governor's approval) establishes cost allocation methodology.

Step 5: Partners' proportionate shares are determined.

Step 6: WFWV (with the Governor's approval) calculates statewide caps.

Step 7: WFWV (with the Governor's approval) assesses the aggregate total of infrastructure contributions as it relates to the statewide cap.

Step 8: WFWV (with the Governor's approval) adjusts proportionate shares.

All Parties agree to abide by the process for modification, as outlined in the Modification Process section of the MOU.

This IFA is entered into on January 1 2018 and must terminate on December 31, 2021, unless any of the reasons in the Termination section of the MOU apply.

24.0 AUTHORITY AND SIGNATURES

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

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

- The MOU
- The Operating Budget
- The Infrastructure Funding Agreement (IFA)

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

- The MOU
- The Operating Budget
- The Infrastructure Funding Agreement (IFA)

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

- a) In three years
- b) Upon amendment, modification, or termination, or
- c) On December 31, 2021, whichever occurs earlier

Signature

Date

Printed Name and Title

Agency Name

Agency Contact Information: Address/Phone Number/Email



WEST VIRGINIA WORKFORCE DEVELOPMENT SYSTEM PARTNER'S MEMORANDUM OF UNDERSTANDING 2018-2021