THE GOVERNOR'S PLAN FOR WORKFORCE DEVELOPMENT
Workforce Investment Act
STATE PARTNER MEMORANDUM OF INSTRUCTION AND UNDERSTANDINGS
Comprehensive One Stop Workforce Centers

Pursuant to §2.2-435.7(A) 3, 4, 6, and11 of the Code of Virginia; Executive Order 61 (2008); and Public Law 105-220, Workforce Investment Act (WIA)

PARTIES

This State Memorandum of Instruction and Understandings (MOU) is by and between the following Governor's Cabinet Secretaries and the following agencies that provide workforce, employment and training activities or supportive services.

Senior Advisor to the Governor for Workforce

Secretary of Administration
- Department of General Services
- Department of Human Resources Management

Secretary of Commerce and Trade
- Virginia Employment Commission

Secretary of Education
- Department of Education
- Virginia Community College System

Secretary of Finance

Secretary of Health and Human Resources
- Department for the Aging
- Department for the Blind and Vision Impaired
- Department of Rehabilitative Services
- Department of Social Services

Secretary of Public Safety
- Department of Corrections
- Department of Juvenile Justice
- Department of Correctional Education

Secretary of Technology
- Virginia Information Technologies Agency

Mission

The Governor's mission is to create and support a state wide workforce development system across the Commonwealth that operates effectively in a one stop environment to help Virginia's citizens increase educational attainment and obtain employment that leads to self-sufficiency.

Cooperative partnerships among state and local service providers eliminate redundant costs and coordinate service delivery to better satisfy the needs of workers and employers.

Comprehensive One Stop Centers focus on actions that leverage resources toward common ends. The Centers provide need-based demand-driven services based on program strengths and agreed upon roles. The Centers focus on demand occupations and career opportunities, including opportunities for persons with disabilities, veterans, older workers and ex-offenders.

Purpose of the State MOU

The federal Workforce Investment Act (WIA) requires that the programs delineated by name at Appendix A of this MOU, make their services available through comprehensive one stop centers. Further, the WIA requires that the local Workforce Investment Board (WIB) and the chief local elected official develop and enter into a local Memorandum of Understanding (MOU) between the WIB and the local partner programs for operating the comprehensive One Stop Centers in the local workforce investment area.

The "Virginia Workforce Network" (Network) is the brand name for Virginia's one stop service delivery system of centers. A glossary of terms and definitions used by WIA, the Network and this State MOU may be found at Appendix B.

This State MOU specifies the responsibilities of State agencies and mandatory partner programs under the WIA and the Network and also establishes shared accountability for funding and implementing comprehensive One Stop Centers.

The Objectives of the Virginia Workforce Network

The Virginia Workforce Network establishes and sustains a workforce system that enhances the prosperity of the Commonwealth. The system offers education and training opportunities to all residents, personalized assistance to those looking for work, and access for employers to a skilled workforce. The system anticipates demographic and economic changes and ensures that residents and employers have the education, training, and employment resources to meet current and future workforce needs. The objectives are to:

- Integrate and locate workforce resources and services of present and previously separate, free standing programs into a single seamless comprehensive one stop center with a common point of interaction with the public as well as electronic access to resources. The environment is responsive to and is accessible to customers regardless of their needs, respectful of diverse cultures and comprehensive in its services.

- Eliminate duplication of common workforce program administrative functions and services for more efficient use of public workforce funds.

- Ensure there is collaborative team management and high quality staff performance in the comprehensive One Stop Centers.

The Parties' Responsibilities

- **The Senior Advisor to the Governor for Workforce** – oversee the development of comprehensive One Stop Centers. The Senior Advisor provides progress reports to the Workforce Sub Cabinet and seeks their assistance to resolve problems when required at the highest level of state government or with their respective state agencies. The VCCS works with the Senior Advisor to ensure that WIBs effectively exercise their leadership and oversight role to develop local comprehensive One Stop Centers and to contract for services and Center operators. The VCCS, effective July 1, 2008, is the state WIA grant recipient. The Senior Advisor provides on-site assistance to WIBs and comprehensive One Stop center partners to plan for the initial opening or build out of the comprehensive One Stop Centers. The Senior Advisor contracts for training for comprehensive One Stop Center partners on compliance with the State MOU and the design and delivery of integrated services.

- **The Secretaries of Administration, Commerce and Trade, Education, Finance, Health and Human Resources and Public Safety and their signatory agencies** – ensure agency compliance with the State and local MOUs and work to develop seamless comprehensive One Stop Centers with the Senior Advisor to address issues germane to their Secretariat and agencies.

- **Secretary of Technology** – help develop efficient and effective use of information technology at Virginia's comprehensive One Stop Centers. This includes technology applications to collect common data elements across partner programs and attention to the state statutory requirements pursuant to §2.2-435.7(A) (6) of the Code of Virginia about standardized forms and applications in comprehensive One Stop Centers. This is done within the applicable privacy laws and regulations governing the partner programs. The Secretary shall further be responsible for coordinating the delivery of the Virginia Information Technologies Agency (VITA) and Virginia Enterprise Applications Program services, when applicable.

- **The Virginia Community College System (VCCS)** – staff the Virginia Workforce Council and administers WIA Title I. As staff to the Council, the VCCS recommends policies for the effective administration of the WIA and develops procedures, guidelines, and directives to enforce compliance with the federal law and with policies enacted by the Council. As administrator of the WIA, the VCCS monitors, trains and provides technical assistance to the local WIBs. The VCCS informs the Senior Advisor of issues that cross Secretarial areas and makes recommendations to the Senior Advisor and the Virginia Workforce Council for the improvement of workforce programs and services at the state and local levels.

- **The Virginia Department of General Services, Division of Real Estate Services (DRES)** Handle all proposed real estate transactions in which the State or any of its agencies is a signatory.

- **The Virginia Department of Human Resources Management** – help the Senior Advisor and other partner programs develop customer service and services integration performance criteria for state and other staff located in comprehensive One Stop Centers. Provides general information for other One Stop partners in this regard.

- **The Virginia Information Technologies Agency (VITA)** - provide information technology services as mutually agreed in compliance with Federal and State cost allocation regulations, as further set forth in the section titled "Financing and Allocating Costs," (page 5) and consistent with security and disability access standards for information technology as provided by law and the policies of the Information Technology Investment Board.

Comprehensive One Stop Center Commitments by the Parties to the State MOU

Each party to the State MOU agrees to enforce the following commitments in the comprehensive One Stop Centers. Each partner program located in the comprehensive One Stop Center must be a party to the local MOU for the Center. The WIB and the One Stop Operator share the responsibility for developing the local MOU for the comprehensive One Stop Centers. Comprehensive One Stop Centers and services must be accessible to the disabled.

Partner Program Responsibilities

The WIB is responsible for the operation of the comprehensive One Stop Center. At a minimum, mandated partner programs listed below are parties to a comprehensive One Stop Center cost allocation plan for funding the comprehensive One Stop Center, based on the fair share of benefit received. Any additional desired partners that wish to participate in providing services through the comprehensive One Stop Center must contribute to the fair share of the benefit received. Program partner services are delivered in an integrated service environment with cost-sharing for common services and operations. Partner programs participate in a management team for Center Operations led by the One Stop Center operator.

Mandatory federal partner programs to be physically located in at least one comprehensive One Stop Center in each local workforce investment area are:

- WIA Title I Youth, Adult and Dislocated Workers;
- WIA Title II Adult Education and Literacy;
- WIA Title III Wagner-Peyser;
- WIA Title IV Rehabilitation Act, as amended;
- Carl Perkins Postsecondary Career and Technical Education;
- Trade Adjustment Assistance;
- Veterans Employment and Training;
- Unemployment Compensation;
- Community Services Block Grant Act (a local community action agency located in the workforce investment area);
- Title V of the Older Americans Act.

Mandatory federal partner programs to provide service access and/or physical location in at least one comprehensive One Stop Center in each local workforce investment area are:

- HUD Employment and Training Programs;
- National workforce programs located in the local workforce investment area.

Mandatory state partner programs to provide service access and/or physical location in at least one comprehensive One Stop Center in each local workforce investment area are:

- Temporary Assistance for Needy Families (TANF)/VIEW;
- Food Stamp Employment and Training (FSET).

Desired partner programs are:

- Community-based organizations;
- Faith-based organizations; veterans' organizations;
- Planning district commissions;
- Employer services;
- Economic development services, i.e., services that drive business and employment processes at the local level, such as small business assistance and community block grant initiatives for new and expanding businesses;
- Other WIB selected partner programs.

The VEC, DRS, VCCS and the WIB/One Stop Operator (WIA Title I Adult and Dislocated Worker Programs) are anchor One Stop partner programs in the comprehensive One Stop Centers. Anchor One Stop partners along with other one stop partners develop comprehensive One Stop Center plans in cooperation with the WIB. The Virginia Workforce Council develops guidelines for the location of mandatory partner

programs in the comprehensive One Stop Centers. These guidelines relate to partner program requirements and performance in the comprehensive One Stop Centers. The Workforce Sub Cabinet and the Virginia Workforce Council review these guidelines periodically to determine Center progress and to assist in removing barriers to progress.

Clearly Defined Roles for Comprehensive One Stop Partner Programs

The WIB, in cooperation with the local WIA grant recipient or other workforce area local government is responsible for developing the consolidated space requirements for the comprehensive One Stop Center and is the party responsible for all phases of the local One Stop site leasing activity. The Senior Advisor assists the WIB in initial space planning and the DRES assists in regard to state agency location in the Centers. The WIB and the One Stop Operator develop the comprehensive One Stop Center local MOU. The roles of the partner programs must be delineated in the local MOU. The relationship between the One Stop Operator and the One Stop partner programs are described in the MOU, including the role of the One Stop Operator as the point person at the Center. The team management of the comprehensive One Stop Center must be clear, including problem resolution and an understanding of what constitutes a well functioning team.

Partner programs share responsibility for the management, problem resolution, safety and security of the comprehensive One Stop Center site. The local MOU includes this information. Partner programs also share administrative responsibilities, communication support and management of common space. This includes an understanding among program partners about the technology information infrastructure and problem resolution and the ability to provide electronic connectivity (virtual private network) capacity to home bases for itinerant staff.

Services to be Provided to Job Seekers, Employers and Workers

Program partners describe the services provided at the comprehensive One Stop Center and by which program partner in the local MOU. This includes services delivered at the site and services delivered through agreed upon systematic referral of services.

Methods for Referral of Individuals between the One Stop Partner Programs

Partner programs agree to a systematic method of customer referral. The referral goes beyond providing customers with literature about comprehensive One Stop Center programs. The referral system includes a follow up contact to insure the customer was provided the proper services. Partner programs describe those services located within the comprehensive One Stop Center and those services which are provided at alternative locations and explain how the referral process connects customers to services. Seamless service delivery drives the design of the referral process.

Financing and Allocating Costs

Each partner program to this State MOU adheres to the following:

- Fund, and provide all core and intensive services that are applicable to each partner's program. Fund and provide all supportive and follow-up services that are applicable to each partner's program;

- Use a portion of funds available to the partner's program, to the extent consistent with the Federal law authorizing the program, for the comprehensive One Stop Center; and

- Each partner must contribute a fair share of the operating costs of the comprehensive One Stop Center proportionate to the use of the Center by the partner's program (benefit received). Although, federal regulations and circulars do not specify a method to determine applicable costs or the fair share for participating programs, the general guidance is to allocate costs based on benefit received provided that the cost is allowable under program regulations and statute and that method is applied consistently. Benefit received may be defined by a combination of factors including the number of individuals served, the number of computers used and /or the amount of space used in a facility. The methodology used depends on the character of the cost; intake of individuals, utilities, telecommunications, etc.

The Department of Labor issues guidance through the publication of the One Stop Comprehensive Financial Management Technical Assistance Guide. The following are excerpts from the Guide:

- Partner programs providing the services through the comprehensive One Stop Center identify shared costs. Shared costs are defined as those costs of the comprehensive One Stop Center that benefit multiple partners and are incurred in support of the services delivered through the Center.

- **The WIA regulations require each partner to contribute a fair share of the operating costs of a One Stop Center proportionate to the use of the Center by customers who are attributable to the partner's program. [20 CFR 662.270] While this requirement is intended to ensure that partners establish standards for whether or not each partner program is required to share in a particular cost, it does not prescribe the exact methodology to be used to allocate shared costs nor determine each partner's proportionate share. In fact, the regulations make it clear that partner programs may choose from any number of methods, provided they are consistent with the OMB circulars.**

- Any method that initially uses estimated numbers, whether participants, data elements, space use, or other costs that must use pre-budgeted amounts, must be adjusted to actual data when it is available. Partners determine the proportionate shares attributable to the specific partner programs in the preliminary phase in the process. In this preliminary stage, the partners review the shared costs budgets, determine which methodologies are acceptable, and, from the acceptable methodologies, which method should be applied to the shared costs. **This is the selection by the program partners of the appropriate allocation base for the shared costs.** One simple method that may be employed to determine proportionate share is based on participation by eligible customers. Under this method, in its most basic form, the proportionate share is determined by comparing the number of individuals either eligible for or receiving services from a partner to the total number of participants served.

The following Federal Circulars must be adhered to as they apply to each partner program.

OMB Circular A-21, Cost Principles for Educational Institutions.

OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

This section includes an explanation of how electronic One Stop services are expected to contribute in the One Stop Center operating costs. Program partners who provide program services electronically through a comprehensive One Stop Center, such as program services available on a partner organization's website, must participate in funding costs that are appropriately associated with making the services available. Such costs may be associated with computer equipment or communication line costs. The partners are to agree on a methodology to use to identify and allocate these costs to the benefiting programs.

Comprehensive One Stop Center and Staff Performance

Performance and accountability are integral parts of comprehensive One Stop Center operations. State program partners will develop performance measures for employees located at comprehensive One Stop centers that reflect a high standard of customer service and teamwork. Furthermore, state employees located at comprehensive One Stop Centers will have customer service, teamwork and change-management training as appropriate to the position. The State Department of Human Resources Management provides assistance as needed in the development of consistent performance measures for employees in the comprehensive One Stop Centers.

Comprehensive One Stop Center staff are to take advantage of statewide workforce credentialing and other staff capacity development opportunities offered by the state or the Virginia Workforce Council or their respective organizations. Comprehensive One Stop Center staff participate in technical assistance opportunities provided by the Senior Advisor and/or the WIA grant recipient.

Comprehensive One Stop Center partner programs which share common program performance goals will develop methods for achieving shared program performance outcomes.

Summary List of State MOU Commitments

Each party to the state MOU enforces the following commitments on agencies which are a party to the MOU:
At the local level, agencies shall:

- Be a party to the local MOU.
- Share responsibility for developing the local MOU.
- Contribute a "fair share" for operation of the comprehensive One Stop Center.
- Participate in a management team at the comprehensive One Stop Center.
- Develop plans for the comprehensive One Stop Center with the WIB. As the anchors, the WIB, One Stop Operator, VEC, DRS and VCCS initiate the first meeting.
- Share responsibility for management, problem resolution, safety and security of the comprehensive One Stop Center site.
- Share responsibility for communication support, administrative duties and management of common space.
- Collaborate with one-stop operator.

- Describe services to be provided at the comprehensive One Stop Center and off-site in the local MOU.
- Commit to a referral process and describe it in the local MOU.
- Fund applicable programs.
- Use a portion of funds available to partner's program to support the comprehensive one stop center according to the Financing and Allocating Cost section of this MOU.
- Contribute a "fair share" to the operating costs of the comprehensive one stop center.
- Agree on a methodology to be used to identify and allocate costs for electronic services offered through the comprehensive one stop center.
- Develop and use performance measures that address customer satisfaction and service delivery for state employees working at the comprehensive One Stop Center.
- Participate in credentialing, staff capacity and technical assistance development opportunities.

State Agency Policy Direction

State agencies which administer mandatory partner programs will issue policy guidance and direction to local and regional offices to implement this State MOU no later than 90 days of the issuance of this State MOU. The state agency guidance will specify the means for agencies to comply with this MOU regarding the integration of service delivery, customer referral, the allocation of costs for shared services and partner team management of the comprehensive One Stop Centers. The State MOU will be posted to each agency signatory's web site.

Duration and Modification of the MOU

This MOU expires June 30, 2010, in conjunction with Executive Order 61 (2008). The Workforce Sub Cabinet may request modifications to the MOU. State agencies may request modifications to the MOU through the Workforce Sub Cabinet.

State MOU Contact Information for Questions, Concerns, Issues

Senior Advisor to the Governor for Workforce
Patrick Henry Building, 4th Floor
1111 East Broad Street
Richmond, VA 23219
Telephone: (804) 692-0135
Fax: (804) 371-2577
Web (to contact by email): http://www.workforce.virginia.gov/OfficeInfo/Contact.cfm

Appendix
A – Mandatory One Stop Partner Programs (included)
B – Glossary of Terms Used in the State MOU (included)
C – Sample Local MOU – (separate)
D – Sample Local Cost Allocation Plan – (separate)

APPENDIX A

MANDATORY COMPREHENSIVE ONE STOP CENTER PARTNER PROGRAMS
WORKFORCE INVESTMENT ACT
Public Law 105-220, Section 121(b)

Program	Administrative Agency
WIA Title I Youth, Adult & Dislocated Workers	Virginia Community College System [VCCS](effective July 1, 2008)/ Workforce Investment Boards (WIBs)
WIA Title III - Wagner-Peyser	Virginia Employment Commission (VEC)
WIA Title II – Adult Education & Literacy	Department of Education
WIA Title IV – Rehabilitation Act, as amended	Department of Rehabilitative Services Department for the Blind & Vision Impaired [One of these partner programs satisfies the location requirement in the comprehensive One Stop Center]
Title V of the Older Americans Act	Virginia Department for the Aging
Postsecondary Carl Perkins Career & Technical Education	VCCS
Trade Adjustment Assistance	VEC
Veterans Employment & Training	VEC
Community Services Block Grant employment & training activities	Department of Social Services/Community Action Agencies
US Department of Housing & Urban Development employment & training activities	Local Housing Authorities
Unemployment Compensation	VEC
National Programs located in the workforce investment area	Job Corps, Native American, Migrant & Seasonal Farm Workers, Veterans, Youth Opportunity Grants

APPENDIX B

GLOSSARY OF TERMS RELATED TO AND USED IN THIS STATE MOU

Chief Local Elected Official (CLEO) – means the Mayor of a city or the Chair of a county board of supervisors.

Comprehensive One Stop Centers – means the physical site where an array of mandatory and desired workforce partner program services are provided to job seekers, employers and workers in a seamless integrated service delivery arrangement.

Integrated Service Delivery – means collaboration among programs and people supported by operational processes, to bring together common services and effective and efficient fiscal and staff resource management and accountability. The services are seamless to the customer, meaning that the services are free of cumbersome transitions from one program service to another and there is a smooth customer flow to access the array of services in the Center.

Local Workforce Investment Area – means the geographical configuration of local counties and cities, whose designation is requested by the CLEOs of the jurisdictions and approved by the Governor, based on criteria set out in Section 116 of the WIA. In Virginia, there are sixteen local workforce investment areas comprising all of the counties and cities in the state. WIBs plan and set workforce policy for local workforce investment areas, in cooperation with CLEOs.

Memorandum of Understanding (MOU) – means an agreement between specified parties concerning the responsibilities and duties of the specified parties. In the case of the comprehensive One Stop Centers, it is the agreement required at Section 121(c) of the WIA between the WIB and the CLEOs and the partners in the comprehensive One Stop Centers for the operation, service delivery and management of the Center.

Seamless Service Delivery – means partner program services are delivered to customers free from awkward or cumbersome transitions from one program to another and in a manner that creates smooth continuity and customer flow.

State WIA Grant Recipient – means the state entity designated by the Governor and communicated by the Governor to the U.S. Department of Labor responsible for the administration of the WIA in Virginia. The state grant recipient establishes policies, interpretations, guidelines and definitions to implement provisions of Title I of the WIA and carries out state oversight responsibilities as defined at 20 CFR Part 652 et al.

Virginia Workforce Development System – means the policy, program and service intervention framework for the delivery of workforce activities at the State and local levels to individuals who need those services, including job seekers, dislocated workers, youth, incumbent workers, new entrants to the workforce and employers. To this end, each State's Governor, in accordance with the requirements of the WIA: establishes a State Board; designates local workforce investment areas; and oversees the creation of local Boards and One Stop service delivery systems in the State. The Virginia Workforce Council adopted this definition on March 23, 2006.

Virginia Workforce Network – means the brand name for the entire group of One Stop comprehensive, satellite and information workforce centers throughout the state.

Workforce Investment Act (WIA) – means the federal law signed by the President in August 1998, to reform federal job training programs and create a new comprehensive workforce investment system. The reformed system is customer-focused, to help Americans access the tools they need to manage their careers through information and high quality services, and to help U.S. companies find skilled workers (20 CFR Part 652 et al, WIA, Final Rules, August 11, 2000, page 49294). The WIA does five things: creates a state workforce investment system; creates a local one stop service delivery system; authorizes three local workforce programs for adults, youth and dislocated workers; amends three related federal statutes (Adult Education & Literacy), (Wagner-Peyser) & (Rehabilitation Act); and authorizes five national workforce programs -- Job Corps, Migrant & Seasonal Farm Workers, Veterans, Native Americans and Youth Opportunity Grants.

Workforce Investment Board (WIB) – means the local private-sector lead board established through appointments by the local workforce area's chief locally elected officials in accordance with representation requirements contained at Section 117 of the WIA and certified by the Governor as responsible for planning and setting workforce policy for the local workforce investment area.

Workforce Sub Cabinet - means the state Cabinet level executive branch body that is established, pursuant to Executive Order Number Sixty-One (2008), to ensure Cabinet collaboration regarding workforce development as required by state and federal statute (Code of Virginia §2.2-435.7(4); P.L. 105-220, §112(b)(8)(A). Members of the Workforce Sub Cabinet are: the Senior Advisor; the Secretaries of Administration, Commerce and Trade, Education, Finance, Health & Human Resources and Public Safety; the Deputy Chief of Staff; the Director of Policy; a staff member assigned to workforce from the Governor's Policy Office; the Deputy Workforce Advisor; the Superintendent of Public Instruction; the Virginia Community College Chancellor; and the Executive Director of the State Council of Higher Education.

Select Cost Allocation Terminology and Definitions

The following definitions assume that a cost is allowable, conforms with requirements of the appropriate Office of Management and Budget (OMB) Circular, in accordance with cost principles applicable to the organization incurring the cost, and that the organization accounts for funds in accordance with federal and state laws and procedures for expending and accounting for the funds, usually expressed as conforming to Generally Accepted Accounting Principles (GAAP). For the purpose of adhering to the State Level MOU, and to assure the local level MOUs reflect the full intent of the Workforce Investment Act (WIA) and the State MOU regarding the sharing of cost in the comprehensive One Stop Center, including the cost of services and operations, both direct and indirect, by required and other partners, the following definitions apply:

Center Cost Allocation Plan—means the documentation identifying, accumulating, and development of distribution rates based on the allowable costs of services provided by each partner program and the cost of operations of the center by all partners on a pooled basis. The center budget, cost pools, and distribution methodologies are agreed to by the partners and reflected in writing. The costs are then distributed to each of the partners' programs and benefiting cost objective(s) based on the agreement.

Cost objective—a function, organizational subdivision, contract, grant, or other activity for which cost data is needed and for which costs are incurred, based on benefit received.

Benefit—means anything contributing to an improvement or advantage to a partner agency's program, grant, contract, function, customer, or other activity, etc.

Benefit received—means anything resulting in an improvement, advantage, or help to a partner agency's program, grant, contract, function, customer, or other activity, the service or proceeds of which have helped some cause and are assignable to a final cost objective.

Relative benefits received—means to take or get something provided or given that has resulted in an advantage, or help to multiple partner agencies' programs, grants, contracts, functions, customers, or other activities, the service or proceeds of which have helped multiple causes and are assignable to final cost objectives proportionally to the advantage or improvement gained by each that comprise the whole.

Share—means, when referring to the assignment of cost, an apportionment of the total cost that belongs to an entity that is the same percentage as determined by a previously approved allocation methodology for that particular cost pool.

Fair share—means, when referring to the assignment of pooled cost, a portion of the total pooled cost that belongs to an entity that is the same percentage as determined by a previously approved allocation methodology (in common with other partners) for that particular cost pool, that is objective, proportional to benefit received, and where the portion that is paid is a legitimate, objective, and unbiased amount.

SIGNATURES

Per signature, we agree to enforce the aspects of this MOU at the state and local level.

Daniel G. LeBlanc
Senior Advisor to the Governor for Workforce

Date 3/13/08

The Honorable Viola O. Baskerville
Secretary of Administration

Date 3/13/08

Richard F. Sliwoski, Director
Department of General Services

Date March 17, 2008

Sara Redding Wilson, Director
Department of Human Resource Management

Date 3-13-08

The Honorable Patrick O. Gottschalk
Secretary of Commerce and Trade

Date 3-12-08

Dolores Esser, Commissioner
Virginia Employment Commission

Date 3-17-08

The Honorable Thomas R. Morris
Secretary of Education

Date 3/12/08

Billy K. Cannaday, Jr., Superintendent
Department of Education

Date 3/12/08

Dr. Glenn DuBois, Chancellor
Virginia Community College System

Date 3/12/08

SIGNATURES

Per signature, we agree to enforce the aspects of this MOU at the state and local level.

The Honorable Jody M. Wagner
Secretary of Finance

Date 3/13/08

The Honorable Marilyn B. Tavenner
Secretary of Health and Human Resources

Date 3/13/08

Linda Nablo, Commissioner
Department for the Aging

Date 3/13/08

Joseph A. Bowman, Commissioner
Department for the Blind and Vision Impaired

Date 3/13/08

Jim Rothrock, Commissioner
Department of Rehabilitative Services

Date March 13, 2008

Anthony Conyers, Commissioner
Department of Social Services

Date 3/13/08

The Honorable John W. Marshall
Secretary of Public Safety

Date 3/13/08

Gene M. Johnson, Director
Virginia Department of Corrections

Date 3-14-08

Barry R. Green, Director
Department of Juvenile Justice

Date 3/13/08

SIGNATURES

Per signature, we agree to enforce the aspects of this MOU at the state and local level.

Walter A. McFarlane, Superintendent
Department of Correctional Education

3-13-08
Date

The Honorable Aneesh P. Chopra
Secretary of Technology

3/12/08
Date

Lemuel C. Stewart, Jr.
Virginia Information Technologies Agency

3/13/08
Date

APPENDIX C - *Sample* Local Memorandum of Understanding:

Every Local Workforce Investment Board must initiate their Memorandum of Understanding (MOU) development process to meet the intent of Section 121c (1) and (2) of the Workforce Investment Act of 1998 and Workforce Investment Act Regulations, Part 662-Subpart C, Memorandum of Understanding for the comprehensive One Stop Delivery System.

Therefore, this Sample MOU was created as a sample for local Workforce Investment Board Members, One Stop Operators, One Stop Center Staff, and One Stop Partner staff. The format for the Sample MOU was developed using WIA Policy Number 00-4, One Stop Service Delivery System, Virginia Workforce System, June 7, 2000. Areas within the Sample MOU that are highlighted in * blue are required by the above referenced Policy Number 00-4.

While there are some components that are very basic to meeting the MOU requirements, there are additional components that local WIBs and One Stop Partners must encourage to achieve exemplary MOUs that insure the delivery of high quality One Stop services. While these additional components are not specifically delineated under the law, local WIBs and One Stop partners should strive to exceed the basic requirements in an effort to foster improved customer service and promote continuous improvement of a quality comprehensive One Stop Center.

SAMPLE

Local One-Stop Partnership Memorandum of Understanding
Workforce Investment Act

In accordance with Section 121c of the federal Workforce Investment Act (WIA) of 1998, the Commonwealth of Virginia Executive Order Sixty-One (2008), and the Commonwealth of Virginia WIA State Partner Memorandum of Understanding, this Local Memorandum of Understanding (MOU) has been developed, with agreement of the Chief Local Elected Officials (CLEOs) of *Sample* WIB, and is entered into between the *Sample* WIB and the partners within the local workforce investment area.

I. Purpose of this MOU

This MOU is intended to establish and maintain a viable workforce network in which the *Sample* WIB and the local area partners will provide comprehensive integrated One Stop workforce services for employers, job seekers, workers, and citizens seeking employment and training services.

The MOU establishes guidelines among local partners to create and maintain cooperative working relationships; to facilitate joint planning and evaluation of services; to develop efficient management of limited financial and human resources; and to meet and exceed all performance measures established by the *Sample* WIB, the Virginia Workforce Council, and the United States Department of Labor.

*II. The Vision, Mission and Goals of the *Sample* WIB Workforce Investment System

The *Sample* WIB's vision is to have and promote a well trained, well educated, highly skilled and qualified workforce that is actively engaged in lifelong learning and fulfilling the needs of local employers. This workforce will be critical to the attraction and retention of successful business and industry in the area and will help ensure a desirable quality of life.

The mission of the *Sample* WIB is to effectively provide products and services through a collaborative system of partner organizations that are responsive to the needs of employers and jobseekers that continually creates and replenishes a well trained, well educated and globally competitive workforce.

The Strategic Goals for *Sample* WIB for July 2007-2008 are:

Goal 1: Focus the Chief Local Elected Officials (CLEO) and the *Sample* WIB on strategic workforce issues.

Goal 2: Develop a sustainable and reproducible model to meet the workforce needs of both emerging and existing industries.

Goal 3: Establish a Comprehensive and accessible One Stop Center within the local

workforce area.

*III. Services: At a minimum, the following services will be provided by partners through the Comprehensive One Stop Center:

A. JOB SEEKER SERVICES

UNIVERSAL ACCESS CORE	INTENSIVE	TRAINING
Outreach, intake and orientation to the information, services, programs, tools and resources available through the One-Stop System; Initial assessment of skill level(s), aptitudes, abilities and supportive service needs; Self-help job search and placement assistance; Access to employment opportunity and labor market information; Performance information and program costs for eligible providers of training services; Information on the overall performance of the One-Stop System; Information on the availability of supportive services and referral to such, as appropriate; Information on unemployment insurance claim filing; Determination of potential eligibility for mandatory Partner Organization services and programs, and referral(s); Information and assistance in applying for financial aid for training and education programs; and, Access to the core services and information about the governing rules and programs of mandatory Partner Organizations.	Comprehensive and specialized assessments of skill levels; Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the participant 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 participants seeking training services; Individual job search, referral and placement assistance; Work experience and internships; Short-term prevocational services (i.e. development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills and professional conduct) to prepare individuals for unsubsidized employment or training; and, Post employment follow-up services and support;	Occupational Skills Training through Individual Training Accounts (ITAs); On-the-Job Training (OJT); 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; Adult education and literacy activities provided in combination with the training services described above; Customized Training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training; and, Other training services as determined by the Partner Organization's governing rules.

	Other intensive services as determined by a Partner Organization's governing rules; and, Out of the area job search assistance/relocation assistance.	

B. BUSINESS SERVICES

UNIVERSAL ACCESS CORE	INTENSIVE	TRAINING
Conduct outreach regarding One-Stop System Services and products; Provide access to labor market information; Use of One-Stop Center facilities for recruiting and interviewing job applicants; Post job vacancies; Provide information regarding workforce development initiatives and programs; and, Provide information and services related to Unemployment Insurance taxes and claims; and, Provide information regarding disability awareness issues.	Conduct on-site Rapid Response activities regarding closures and downsizings; Facilitate traditional and reverse job fairs; Provide customized recruitment and job applicant screening, assessment and referral services; Take and fill job orders; Assist with the interpretation of labor market information; Consult on human resource issues; Provide assistance technology; Assist with disability accommodations; and, Provide job coaches.	Develop On-the-Job Training (OJT) Contracts; Provide employer and industry cluster driven Occupational Skills Training through Individual Training Accounts with eligible training providers; Develop customized training opportunities to meet specific employer and/or industry cluster needs; Coordinate with employers to develop and implement layoff aversion strategies; and, Provide incumbent worker upgrade training through various modalities.

III. Definition of Roles and Relationships of Partners

The Virginia Workforce Network is Virginia's One Stop delivery system. At the local level, a comprehensive workforce center is a site in which partners integrate services and workforce resources into a single seamless and accessible comprehensive One Stop Center, and provide quality services to jobseekers, incumbent workers, and employers. Comprehensive workforce centers provide technological connectivity to partner agencies and programs with a common interface for the public, and meet employer demand for a dependable, high quality, and properly trained workforce.

The WIA establishes the comprehensive One Stop center as the physical location for service delivery programs funded under the WIA, and partner programs. Center management staff will eliminate duplication of common administrative functions and services, will manage public funds efficiently, and will assure team management and quality staff performance in a seamless integrated environment.

Following are partners required to administer and deliver services at the *Sample* WIB Workforce Center:

A. **Chief Local Elected Officials (CLEOs):** The local WIA Chief Local Elected Officials will play a major role in designing the local service delivery system.

- In cooperation with the local *Sample* WIB develops the consolidated space requirements for the comprehensive One Stop Center.
- In partnership with the *Sample* WIB develops and submits a comprehensive five-year plan to the Governor that identifies and describes policies, procedures, and local activities carried out in the local area that are consistent with the State Plan.
- Approves the *Sample* WIB budget and One Stop Center cost allocation plan.
- Approves the selection of the One Stop Operator.
- Coordinates with the *Sample* WIB to oversee the operations of the local Virginia Workforce Network, including comprehensive One Stop centers.

B. **Local *Sample* WIB:** Ensures the workforce related needs of employers, workers, and jobseekers in the region are met:

- In cooperation with the local WIA grant recipient or other workforce area local government is responsible for developing the consolidated space requirements for the Comprehensive One Stop Center, and is the party responsible for all phases of the local One Stop site leasing activity.
- In partnership with the Chief Local Elected Officials, develops and submits a comprehensive five-year plan to the Governor that identifies and describes policies, procedures, and local activities carried out in the local area that are consistent with the State Plan.
- In collaboration with the Chief Local Elected Officials, develops the vision, goals, objectives and workforce related policies for the local area.
- Develops the strategic vision for local One Stop System.
- In cooperation with the local CLEO, approves selection of the comprehensive One Stop center and satellite and information sites.
- Develops the Comprehensive One Stop Delivery Center(s).

Title I of the Workforce Investment Act (WIA) assigns responsibilities at the local, State and Federal level to create and maintain a One Stop delivery system to enhance the range and quality of workforce development services for those seeking assistance. The system must include at least one comprehensive One Stop center in each local area that must provide core services specified in

the WIA. Comprehensive centers will be staffed, at a minimum, by mandated partner organizations as specified by the WIA.

The WIA provides that other entities that carry out a human resource program, including Federal, State, or local, and private sector programs may also be partners in the One Stop system if the Local Board and Chief Local Elected Officials approve such participation.

- **Note - Comprehensive One Stop Center partners must be located in facilities that accommodate: both individual and group work with customers, a common reception area, a self-serve resource area, space for itinerant staff, and space for employer interview functions**.

- In collaboration with the CLEO, designates the One Stop Operator and may terminate for cause.
- Determines the role of the One Stop Operator, over and above those responsibilities specified by the contract.
- Establishes performance standards for the One Stop System, including customer satisfaction factors.
- Approves annual budget allocation for operation of the One Stop System and Centers.
- Helps the One Stop Center Operator recruit operational partners and helps negotiate MOUs with new partners.
- Seeks additional funding for the local Workforce Network to operate and expand One Stop customer activities and resources.
- Charter Virginia Workforce Center sites, consistent with state policy.
- Reviews and evaluates performance of the local Virginia Workforce System and the local Virginia Workforce System Operators.

Board Staff: Board staff may investigate and resolve elevated customer complaints and grievance issues, but do not provide direct One Stop Center services to program applicants and participants (This includes the provision of intake, counseling, eligibility determination, and case management services.)

- Markets the comprehensive One Stop Center, including public relations, and client development, with advice from the One Stop Center Operator and/or individual program managers.
- Provides operational and grant-specific guidance to the One Stop Operator.
- Monitors operations and quality control of Center.

C. ***Sample* WIB One Stop Committee**: Provides operational oversight and accountability pursuant to the WIA and state policy and guidelines, to ensure exceptional customer services to job seekers, current workers, and employers in the area:

The Committee:

- Identifies measurable program outcomes and related performance measures including customer satisfaction.
- Monitors operations and quality control of the comprehensive One Stop center.
- Prepares regular reports and recommendations to the local board and the executive committee for One Stop policy, development, enhancements, and program performance.
- Identifies and provides reporting mechanisms to the *Sample* WIB.
- Acts on behalf of the board to ensure high quality performance of the One Stop Delivery Systems.
- Oversees negotiations and maintenance of Memoranda of Understanding with One Stop partners as required by the Act.
- Oversees local center chartering and staff certification as set forth by the Virginia Workforce Council.

D. <u>One Stop Operator</u>: The operator coordinates, facilitates, promotes, designs, and expedites services for the comprehensive One Stop center as determined by the *Sample* WIB. Specific responsibilities include the following:

General:

- Adheres to the provisions outlined in the contract with the *Sample* WIB, *Sample* WIB Business Plan, and the One Stop Workforce Center Planning District #__ Business Plan.
- Serves as liaison with the *Sample* WIB and the *Sample* WIB One Stop Committee.
- Communicates the strategic objectives of the *Sample* WIB to partners and vice versa.

Operational:

- Integrates systems and coordinate services for the center and its partners to place priority on customer service.

  Integrated Workforce Service Delivery, as defined by the State MOU, means collaboration among programs and people supported by operational processes, which enable the bringing together of common services; and effective and efficient fiscal and staff resource management and accountability. The services are seamless to the customer, meaning that the services are free of cumbersome transitions from one program service to another and there is a smooth customer flow to access the array of services in the Center.

- Writes and maintains a budget and operational plan (with approval of the *Sample* WIB One Stop Committee) that meets operational needs.
- Defines and plans the implementation of the Center Business Services Team within six (6) months of start of operations (with assistance provided by *Sample* WIB staff).
- Negotiates operational MOUs with mandated partners within six (6) months of start of operations (with assistance provided by *Sample* WIB staff).

- Expands MOUs with other desired partners.
- Makes staffing and training/development decisions to provide the necessary professionalism, support and oversight for the center; defines the Manager's responsibilities with input from the One Stop Committee and Board.
- Manages fiscal responsibilities and records for the center.
- Ensures that data is entered, shared, and maintained for the center.
- Responds to customer and community needs by establishing information centers in surrounding counties (with input from the *Sample* WIB One Stop Committee).
- Forges relationships with employers to align with economic development needs.
- Meets Virginia Workforce Council requirements for Center certification.
- Responds to community needs, including alignment with economic development.
- Markets Virginia Workforce System services.

Monitoring and Evaluation:

- Provides required reports and information to the *Sample* WIB and the *Sample* WIB One Stop Committee in agreed-upon format and frequency.
- Monitors adherence to Business Plan and MOUs (with partners).
- Evaluates performance and implements required actions to meet performance standards.
- Evaluates customer satisfaction data and (with the assistance of the *Sample* WIB One Stop Committee) implements service strategy changes based upon review of the data.
- Evaluates effectiveness of staff training/development activities.

E. <u>Local One Stop Workforce Center Partner Management Team</u>

Duties Include:

- The One Stop Operator will be the liaison to the *Sample* WIB and the *Sample* WIB One Stop Committee on behalf of the Workforce Center Management Team.
- Manages the day-to-day operations of the Virginia Workforce Center facility.
- Determines functional teams necessary for the operation of the Center with approval of the One Stop Operator.
- Assigns appropriate staff to participate in functional teams.
- Develops operational procedures for the functional teams.
- Drafts position descriptions for the functional teams.
- Attends to and resolves facilities issues such as contacting the landlord, IT issues, etc.
- Conducts training and develops systems to ensure the safety and security of center staff and equipment.
- Develops procedures to protect the confidentiality of program participant information regarding the customer referral process.
- Develops One Stop Center staff orientation to inform, establish expectations; and address issues and concerns.

F. Local Comprehensive Workforce Center Partners:

Each partner located in the comprehensive One Stop Center must be a party to the local MOU for the Center. Physical site plans must integrate staff, equipment, and resources. Service delivery and center operational plans must integrate common functions. At the onset, all partner staff must enter the center with knowledge about their roles and responsibilities. Program partners must participate in functional teams and such participation must be reflected in staff performance evaluations.

For *Sample* WIB, a list of partners, partner services, and partner responsibilities to overall center operations can be found at **Attachment A.** ***(To be developed according to local partner participation)***. At a minimum, the mandated partner programs must be party to the local MOU, and must provide a physical presence within the local Comprehensive One Stop Center. Below is the list of WIA mandatory comprehensive One Stop Center partners:

IV. Mandatory One Stop Center Partner Programs, Workforce Investment Act, Public Law 105-220, Section 121(b)

Mandatory One Stop Partner Program	Administrative Agency
WIA Title I Adult, Youth & Dislocated Workers	Virginia Community College System (VCCS) – effective July 1, 2008 & Local Workforce Investment Boards
WIA Title III – Wagner-Peyser	Virginia Employment Commission (VEC)
WIA Title II – Adult Education & Literacy	Department of Education – Local Education Agencies & Local Grant Recipients
WIA Title IV – Rehabilitation Act, as amended	Virginia Department of Rehabilitative Services Virginia Department for the Blind & Vision Impaired [One of these partner programs satisfies the physical presence requirement in the comprehensive One Stop Center]
Title V of the Older Americans Act	Virginia Department for the Aging
Postsecondary Carl Perkins Career & Technical Education	VCCS
Trade Adjustment Assistance	VEC
Veterans Employment & Training	VEC
Community Services Block Grant Employment & Training Activities	Department of Social Services/Community Action Agencies
US Department of Housing & Urban Development Employment & Training Activities	Local Housing Authorities
Unemployment Compensation	VEC
National Programs Located in the Workforce Investment Area	Job Corps, Native American, Migrant & Seasonal Farm Workers, Veterans, Youth Opportunity Grants

*V. Referral Method for the Universal Customer

The comprehensive One Stop center should be physically located within areas where demand for services is greatest. The center should be designed, and marketed, so that it is accessible to the "universal customer". The customer flow between programs must be seamless.

All information acquired in the One Stop Center will be mutually accessible to avoid duplication of services, to the extent permitted by regulations requiring confidentially 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. See Customer Flow Chart at **Attachment B**.

*VI. Information Sharing and Performance Tracking

All partners will cooperate to develop methods for customer assessment, information sharing, evaluation, performance measurements and tracking, data entry, customer follow-up, and customer satisfaction.

The local workforce investment system will meet established state and local customer service performance standards.

*VII. Financing and Allocating Costs

Each partner organization to this MOU must adhere to the following:

Fund, and provide all core and intensive services that are applicable to each partner's program. Fund and provide all supportive and follow-up services that are applicable to each partner's program; and

Each partner must contribute a fair share of the operating costs of the comprehensive One Stop Center proportionate to the use of the Center by the partner's program (benefit received). Although, federal regulations and circulars do not specify a method to determine applicable costs or the fair share for participating programs, the general guidance is to allocate costs based on benefit received provided that the cost is allowable under program regulations and statute and that method is applied consistently. Benefit received may be defined by a combination of factors including the number of individuals served, the number of computers used and /or the amount of space used in a facility. The methodology used depends on the character of the cost; intake of individuals, utilities, telecommunications, etc.

The Department of Labor has issued detailed guidance through the publication of the One Stop Comprehensive Financial Management Technical Assistance Guide. Following are excerpts from the Guide:

- Those partner agencies providing the services through the One Stop Center for their local area have the responsibility to identify shared costs. Shared costs are defined

as those costs of the One Stop center that benefit multiple partners and are incurred in support of the services delivered through a One Stop.

- **The WIA regulations require that each partner contribute a fair share of the operating costs of a One Stop Center proportionate to the use of the Center by customers who are attributable to the partner's program. [20 CFR 662.270] While this requirement is intended to ensure that partners establish standards for whether or not each partner program is required to share in a particular cost, it does not prescribe the exact methodology to be used to allocate shared costs nor determine each partner's proportionate share. In fact, the regulations make it clear that partner agencies may choose from any number of methods, provided they are consistent with the OMB circulars.**

- Any method that initially uses estimated numbers, whether participants, data elements, space use, or other costs that must use pre-budgeted amounts, must be adjusted to actual data when it is available. Determining the proportionate shares attributable to the specific partner programs is the preliminary phase in the process. In this preliminary stage, the partners review the shared costs budgets, determine which methodologies are acceptable, and, from the acceptable methodologies, which method should be applied to the shared costs. In other words, the partners are selecting the appropriate allocation base for the shared costs. One simple method that may be employed to determine proportionate share would be based on participation by eligible customers. Under this method, in its most basic form, the proportionate share would be determined by comparing the number of individuals either eligible for or receiving services from a partner to the total number of participants served.

The following Federal Circulars must be adhered to as they apply to each partner organization.

OMB Circular A-21, Cost Principles for Educational Institutions.

OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

This section must include an explanation of how those electronic One Stop partners are expected to contribute in the One Stop operating costs. Partners providing program services electronically through a One Stop Center, such as program services available on a partner organization's website, are required to participate in funding costs that are appropriately associated with making the services available. Such costs may be associated with computer equipment or

communication line costs. The partners are to agree on a methodology to be used to identify and allocate these costs to the benefiting programs.

VIII. Breach of MOU

The Local Board and mandatory partner must report the failure to execute an MOU to the Governor and State Board. The state agency responsible for administering the partner program, and the Governor and the State Board must report such failure to the Secretary of Labor and to the head of any other federal agency with responsibility for oversight of a partner's program [WIA sec, 121c].

Any breach of the provisions of the local MOU by a partner program may be considered grounds for removal of that partner from the Sample WIB. The following activities may constitute a breach of the MOU:

A. Failure to pay monies due under the Service and Operating Cost agreement in a timely manner.

B. Failure to cooperate with the local Workforce Center Operator or any other agent of the Local Workforce Investment Board with regard to the staffing or operations of the local Workforce Center.

C. Additional activities as defined below:

Remedies will be specified by the Sample WIB in the local MOU for partner program failure to comply with the local MOU provisions.

IX. Miscellaneous Provisions

A. Standardized Forms for One Stop Centers

§2.2-435.7(A)(6) of the Code of Virginia requires the Senior Advisor to the Governor for Workforce to work with the Virginia Workforce Council (VWC) to develop standardized forms and applications for One Stop Centers. The Senior Advisor and the Secretary of Technology will work with the Workforce Sub Cabinet and the VWC to accomplish this task.

B. Mutual Respect of Organizational Practices

All partners agree to respect each other's organizational practices and management structures in the provision of services under this agreement.

*C. Indemnification and Liability

By executing this MOU, each entity agrees to work together to deliver One Stop services for employers, employees and those seeking employment. However, the entities are not legally "partners" to the extent that term encompasses joint and several liability. Each legal entity under this MOU is responsible for its own employees, representatives, agents, and subcontractors.

If the local One Stop Workforce Center is a state-owned or leased facility the partners must be responsible for, and will agree to indemnify and hold harmless, the Commonwealth of Virginia from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth of Virginia as a result of a party's failure to comply with the provisions of section XIII above.

*X. Impasse Resolution

In the event that an impasse should arise between the partners and/or the *Sample* WIB regarding the terms and conditions, the performance, or administration of this MOU, the following procedure must be initiated:

1. The *Sample* WIB and the partners must document their negotiations and efforts to resolve the issues,

2. The *Sample* WIB Chairperson must meet with the CLEOs and/or partners and/or the Workforce Operator (and/or Workforce Center Manager based on the nature of the impasse) to resolve the issue. If an agreement cannot be reached,

3. The central office of the VCCS will provide assistance in resolving the issue (effective July 1, 2008).

*XI. Modification Process

Partners may request, in writing, an amendment to the MOU through the LWIB. The LWIB may amend the MOU whenever the Board determines it is appropriate or necessary.

In order for any modifications to this MOU to be valid, the changes must be documented in writing, signed, dated under the conditions agreed upon by ALL of the partners, and attached to the original MOU. Revisions to the Cost Allocation Plan must include signatures of all partners and require incorporation through a modification into the MOU. If any provision of the MOU is held invalid, the remainder of the MOU must not be affected.

*XII. Duration of the MOU

This MOU is entered into this _____ day of _____, 2008. This MOU will become

effective as of the date of signing by the final signatory below and must terminate on _____ unless terminated earlier by any of the partners of the agreement. 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. (Note: If the MOU is a multi-year document, there could be a statement the says: "The MOU will be reviewed annually…")

*XIII. Equal Opportunity and Nondiscrimination Obligations

The methods to be used to ensure compliance with the Americans with Disabilities Act related to accessibility for disabled customers.

Expertise from the Commonwealth of Virginia Department of Rehabilitative Services (DRS), to include, but not limited to, the assignment of a Disability Program Navigator (DPN), and the Commonwealth of Virginia Department for the Blind and Vision Impaired (DBVI), will be utilized as technical resources to ensure programmatic and physical accessibility to System services, as needed.

*XIV. Signatures

Chief Local Elected Officials (CLEOs):

_____	_____	_____	_____
Signature	Title	Agency	Date

Local Workforce Investment Board Chair (LWIA):

_____	_____	_____	_____
Signature	Title	Agency	Date

Local Workforce Investment Board Director (LWIA):

_____	_____	_____	_____
Signature	Title	Agency	Date

Local Operator (or Operator Consortium):

_____	_____	_____	_____
Signature	Title	Agency	Date

Local Workforce Center Manager:

Signature	Title	Agency	Date

Local Workforce Center Partners:

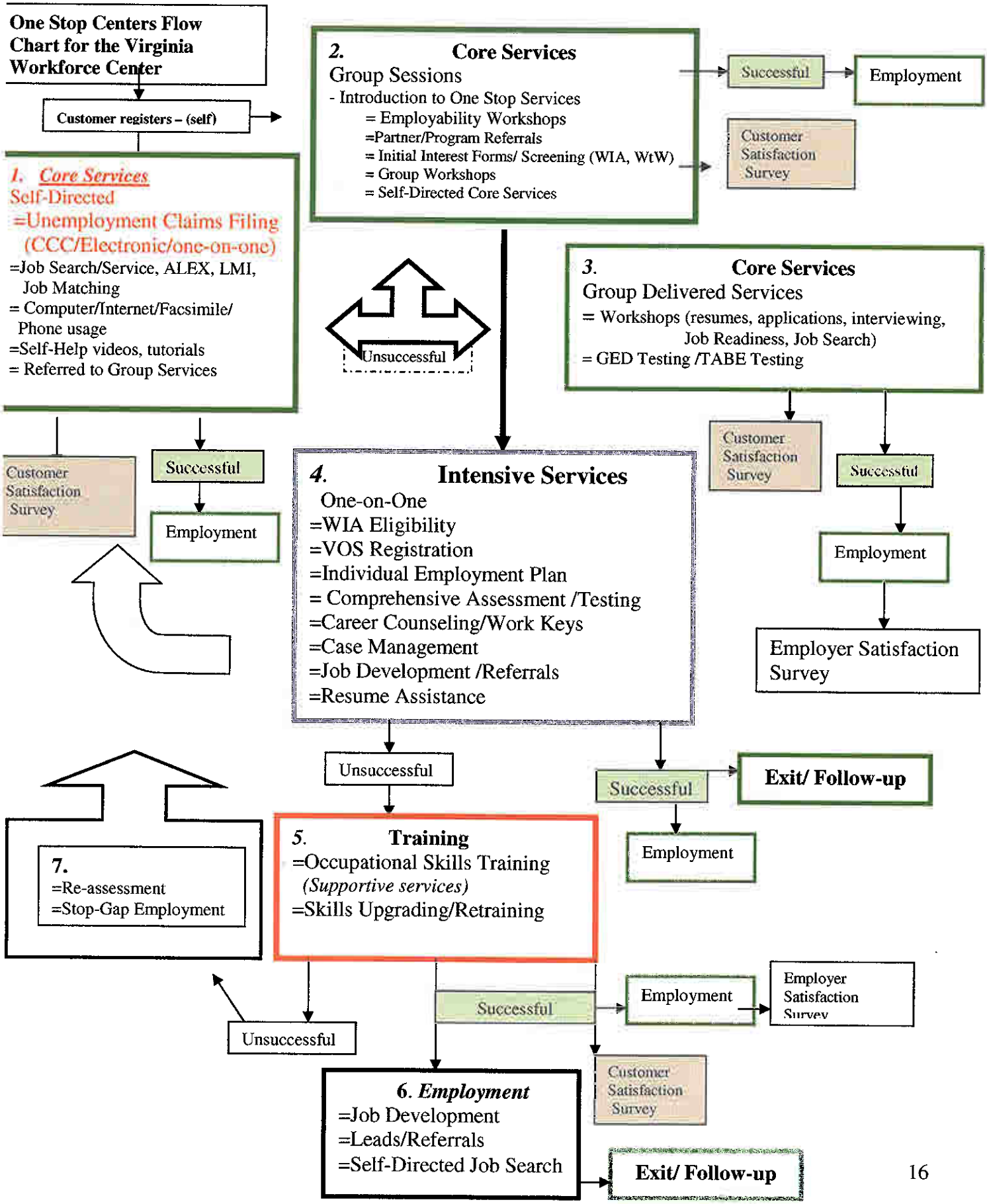
Signature	Title	Agency	Date

ATTACHMENT A

Sample WIB list of partners, partner services, and partner responsibilities to overall center operations. Each WIB will provide this list based on each individual situation.

ATTACHMENT B

One Stop Customer Flow



Customer Flow Chart Explanation

1. Core Services are available to the Universal Customer at the One Stop. The services offered on this level can be accessed electronically or one-on-one with an interviewer/counselor. All services at this level are self-directed. After receiving these services, if unsuccessful in finding employment, the customer can be referred to Group Sessions or Group Delivered Core Services.

2. Group Sessions provide an orientation to One Stop services available with a focus on assisting the customer in obtaining employment. One Stop staff will provide general information about partners' programs, workshops and other services available at the center, through these sessions. After basic assessment, staff will make referrals to appropriate programs/services. Basic eligibility screening for on-site partners can be provided.

3. Group delivered services will be Employability Workshops focusing on "Tools" to help the customer get employed and identify transferable skills. Group assessments are available at this level through the One Stop and Partner agencies.

4. After exhausting core services, customers may be referred to Intensive Services provided at the One Stop, Satellite offices or partner offices. Program enrollment occurs at this level. Eligible customers will receive in-depth counseling/case management and development of an Individual Employment Plan. Career Assessments and Testing are offered at this level.

5. If employment can not be obtained through core and intensive services customers may be referred to training. An Individual Training Account (funds) will be provided to customers seeking skills upgrading or retraining. Supportive services are accessible at this level.

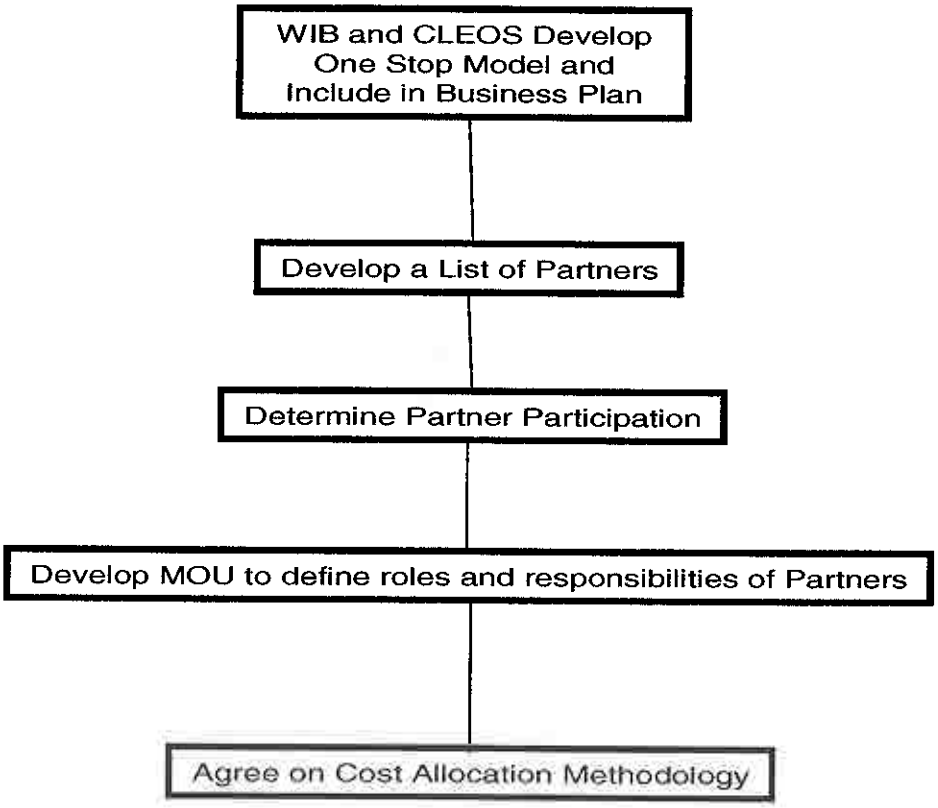
6. Training related job search assistance will be provided to customers upon completion of training programs.

7. If training is unsuccessful, customers will be reassessed and referred to continue intensive and core services.

Notes

- Employer and Customer Satisfaction Surveys are offered throughout the entire process.
- The ultimate goal after each service level is employment.

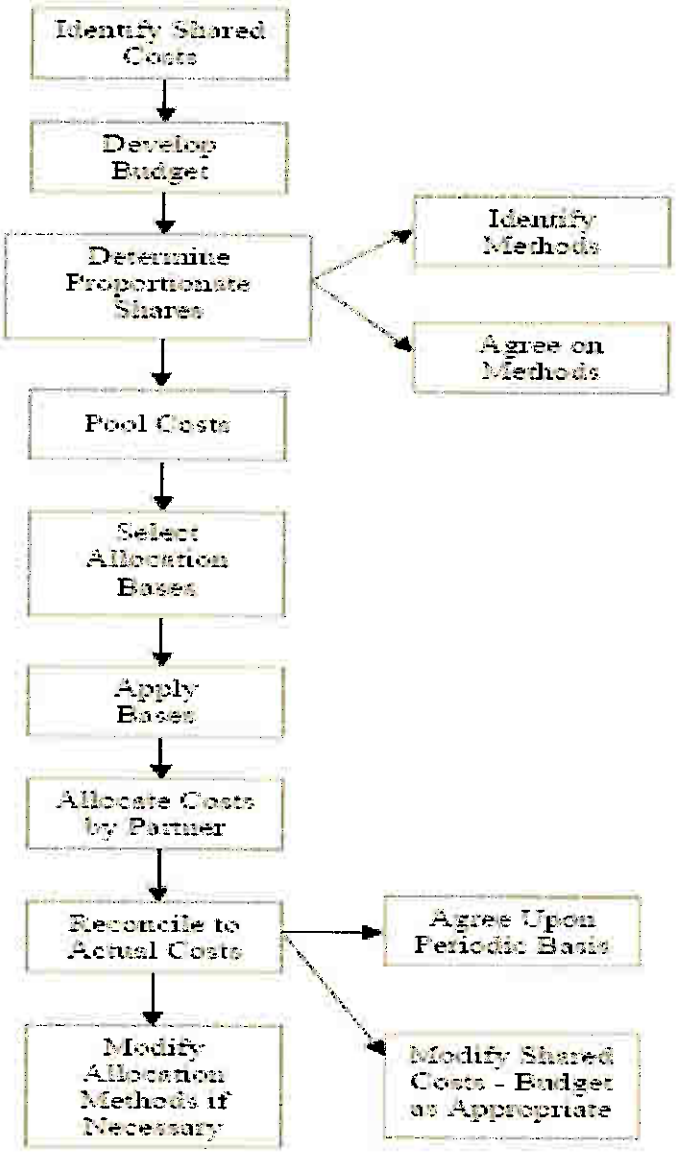
APPENDIX D – Sample Cost Allocation Plan



APPENDIX D – Sample Cost Allocation Plan

This information is from the DOL One-Stop Comprehensive Financial Management Technical Assistance Guide

Steps in the Cost Allocation Process



APPENDIX D - Sample Cost Allocation Plan

ONE-STOP COST CENTER BUDGET FOR PROGRAM YEAR 2008 (JULY 1ST 2008 - JUNE 30, 2009) - SAMPLE

ONE-STOP CENTER NAME: _____

COSTS	TOTAL BUDGET	SHARED (INDIRECT)	DIRECT
Staff Costs:			
Salaries	$650,000	$110,000	$540,000
Benefits	$240,500	$40,700	$199,800
Facility Costs:			
Rent	$250,000	$25,000	$225,000
Utilities	$24,000	$24,000	$0
Maintenance Contracts	$7,500	$7,500	$0
Repairs	$5,000	$5,000	$0
Security	$25,000	$25,000	$0
Property Tax		$0	$0
Furniture & Fixtures	$75,000	$34,250	$40,750
Other (itemize below)		$0	$0
Equipment/Communication Costs:			
Computer Hardware	$87,500	$26,250	$61,250
Computer Software	$9,000	$1,500	$7,500
Data Line	$17,500	$2,500	$15,000
Telephone Equipment	$8,750	$2,625	$6,125
Telephone Service Fees	$24,480	$4,488	$19,992
Pagers	$500	$175	$325
Copier Equipment	$5,500	$5,500	$0
Fax Equipment	$3,600	$3,600	$0
Fax Service Fees	$2,400	$2,400	$0
Operations:			
General Supplies	$3,000	$3,000	$0
Freight & Messenger	$1,750	$500	$1,250
Printing (Outreach, Community Awareness, Signage)	$3,500	$3,500	$0
Other Outside Services (itemize below)		$0	$0
Recruiting/Outreach	$7,500	$7,500	$0
Marketing/Community Awareness	$7,500	$7,500	$0
Staff Training	$17,500	$17,500	$0
Staff Travel	$5,000	$5,000	$0
TOTAL COSTS	**$1,481,980**	**$364,988**	**$1,116,992**

NOTE: If more rows are needed, ensure that they are inserted in the same position in all applicable spreadsheets, and that formulas are in place as appropriate.

ASSUMPTIONS FOR THIS SAMPLE BUDGET

Facility is leased.
One Stop Operator, and/or, WIB and CLEOs hold master lease agreement.
Utilities are not part of lease agreement.
Carl Perkins program occupies space on site part time.
Computer Software and licenses are purchased for Center and cost is allocated.

One-Stop Center Name: _____

PARTNER ENTITY or PARTNER PROGRAM	# OF POSITIONS	% of Total	SQUARE FEET OCCUPIED	% of Total	Customers Receiving Service	% of Total
WIB - WIA Adult	3.00	0.12	750.00	0.14	1,200.00	0.11
WIB - WIA Dislocated Worker	3.00	0.12	750.00	0.14	750.00	0.07
WIB - WIA Youth	2.00	0.08	500.00	0.09	1,300.00	0.12
VEC -Wagner Peyser	2.50	0.10	600.00	0.11	2,400.00	0.23
VEC - Trade Adjustment Assistance	1.00	0.04	125.00	0.02	750.00	0.07
VEC - Unemployment Compensation	1.50	0.06	200.00	0.04	750.00	0.07
VCCS - Carl Perkins	1.00	0.04	125.00	0.02	300.00	0.03
DRS - WIA Title IV Rehabilitative Services	2.50	0.10	500.00	0.09	350.00	0.03
Job Corps program	1.00	0.04	125.00	0.02	200.00	0.02
VDA - Title V of Older Americans Act	1.00	0.04	125.00	0.02	400.00	0.04
HUD Employment and Training Program	1.00	0.04	75.00	0.01	275.00	0.03
Youth Opportunity Grant program	0.50	0.02	250.00	0.05	325.00	0.03
DSS-TANF	1.50	0.06	250.00	0.05	425.00	0.04
DSS-FSET	1.00	0.04	250.00	0.05	375.00	0.04
Temporary Employment Agency	2.00	0.08	750.00	0.14	850.00	0.08
TOTALS:	24.50	1.00	5375.00	100%	**10,650.00**	**100%**

List Partner Organizations or each partner's programs providing service through the One-Stop Center
-Each partner may use tables to allocate costs to each program providing service.

Square Foot Occupied is the sum of the floor area of each office, work station, or other room or space that is assigned to or reserved for the use of one or more Partners rather than being shared by all.

SHARED COSTS BY PARTNER OR PARTNER PROGRAM

ONE-STOP CENTER NAME: _____

COSTS	BUDGET/ EXPENSE	WIB - WIA Adult	WIB - WIA Dislocated Worker	WIB - WIA Youth	VEC - Wagner Peyser	VEC - Trade Adjustment Assistance	VEC - Unemployment Compensation	VCCS - Carl Perkins	DRS - WIA Title IV Rehabilitative Services	Job Corps program	VDA - Title V of Older Americans Act	HUD Employment and Training Program	Youth Opportunity Grant program	DSS-TANF	DSS-FSET	Temporary Employment Agency
Staff Costs:																
Salaries	$110,000	$12,394	$7,746	$13,427	$24,789	$7,746	$7,746	$3,099	$3,615	$2,066	$4,131	$2,840	$3,357	$4,390	$3,873	$8,779
Benefits	$40,700	$4,586	$2,866	$4,968	$9,172	$2,866	$2,866	$1,146	$1,338	$764	$1,529	$1,051	$1,242	$1,624	$1,433	$3,248
Facility Costs:																
Rent	$25,000	$3,488	$3,488	$2,326	$2,791	$581	$930	$581	$2,326	$581	$581	$349	$1,163	$1,163	$1,163	$3,488
Utilities	$24,000	$3,349	$3,349	$2,233	$2,679	$558	$893	$558	$2,233	$558	$558	$335	$1,116	$1,116	$1,116	$3,349
Maintenance Contracts	$7,500	$1,047	$1,047	$698	$837	$174	$279	$174	$698	$174	$174	$105	$349	$349	$349	$1,047
Repairs	$5,000	$698	$698	$465	$558	$116	$186	$116	$465	$116	$116	$70	$233	$233	$233	$698
Security	$25,000	$3,488	$3,488	$2,326	$2,791	$581	$930	$581	$2,326	$581	$581	$349	$1,163	$1,163	$1,163	$3,488
Property Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Furniture & Fixtures	$34,250	$4,779	$4,779	$3,186	$3,823	$797	$1,274	$797	$3,186	$797	$797	$478	$1,593	$1,593	$1,593	$4,779
Other (Provide details below)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Equipment/Communication Costs:																
Computer Hardware	$26,250	$3,214	$3,214	$2,143	$2,679	$1,071	$1,607	$1,071	$2,679	$1,071	$1,071	$1,071	$536	$1,607	$1,071	$2,143
Computer Software	$1,500	$184	$184	$122	$153	$61	$92	$61	$153	$61	$61	$61	$31	$92	$61	$122
Data Line	$2,500	$306	$306	$204	$255	$102	$153	$102	$255	$102	$102	$102	$51	$153	$102	$204
Telephone Equipment	$2,625	$321	$321	$214	$268	$107	$161	$107	$268	$107	$107	$107	$54	$161	$107	$214
Telephone Service Fees	$4,488	$550	$550	$366	$458	$183	$275	$183	$458	$183	$183	$183	$92	$275	$183	$366
Pagers	$175	$21	$21	$14	$18	$7	$11	$7	$18	$7	$7	$7	$4	$11	$7	$14
Copier Equipment	$5,500	$673	$673	$449	$561	$224	$337	$224	$561	$224	$224	$224	$112	$337	$224	$449
Fax Equipment	$3,600	$441	$441	$294	$367	$147	$220	$147	$367	$147	$147	$147	$73	$220	$147	$294
Fax Service Fees	$2,400	$294	$294	$196	$245	$98	$147	$98	$245	$98	$98	$98	$49	$147	$98	$196
Operations:																
General Supplies	$3,000	$367	$367	$245	$306	$122	$184	$122	$306	$122	$122	$122	$61	$184	$122	$245
Freight & Messenger	$500	$56	$35	$61	$113	$35	$35	$14	$16	$9	$19	$13	$15	$20	$18	$40
Printing (Outreach, Community Awareness, Signage)	$3,500	$394	$246	$427	$789	$246	$246	$99	$115	$66	$131	$90	$107	$140	$123	$279
Other Outside Services	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Recruiting/Outreach	$7,500	$845	$528	$915	$1,690	$528	$528	$211	$246	$141	$282	$194	$229	$299	$264	$599
Marketing/Community Awareness	$7,500	$845	$528	$915	$1,690	$528	$528	$211	$246	$141	$282	$194	$229	$299	$264	$599
Staff Training	$17,500	$2,143	$2,143	$1,429	$1,786	$714	$1,071	$714	$1,786	$714	$714	$714	$357	$1,071	$714	$1,429
Staff Travel	$5,000	$612	$612	$408	$510	$204	$306	$204	$510	$204	$204	$204	$102	$306	$204	$408
TOTAL COSTS	**$364,988**	**$45,097**	**$37,927**	**$38,032**	**$59,327**	**$17,801**	**$21,007**	**$10,631**	**$24,415**	**$9,037**	**$12,224**	**$9,109**	**$12,316**	**$16,952**	**$14,634**	**$36,478**

	Allocation based on number of staff
	Allocation based on square feet occupied
	Allocation based on munber of customers served

Note: Partners may choose a different basis for allocation, as long as it is supportable and applied consistently.

TOTAL COSTS BY PARTNER OR PARTNER PROGRAM
ONE-STOP CENTER NAME:

COSTS	BUDGET/ EXPENSE	WIB - WIA Adult	WIB - WIA Dislocated Worker	WIB - WIA Youth	VEC - Wagner Peyser	VEC - Trade Adjustment Assistance	VEC - Unemployment Compensation	VCCS - Carl Perkins	DRS - WIA Title IV Rehabilitative Services	Job Corps program	VDA - Title V of Older Americans Act	HUD Employment and Training Program	Youth Opportunity Grant program	DSS-TANF	DSS-FSET	Temporary Employment Agency
Staff Costs:																
Salaries	$650,000	$57,394	$52,746	$43,427	$89,789	$42,746	$62,746	$23,099	$58,615	$22,066	$4,131	$32,840	$23,357	$49,390	$33,873	$53,779
Benefits	$240,500	$21,236	$19,516	$16,068	$33,222	$15,816	$23,216	$8,546	$21,688	$8,164	$1,529	$12,151	$8,642	$18,274	$12,533	$19,898
Facility Costs:																
Rent	$250,000	$34,884	$34,884	$23,256	$27,907	$5,814	$9,302	$5,814	$23,256	$5,814	$5,814	$3,488	$11,628	$11,628	$11,628	$34,884
Utilities	$24,000	$3,349	$3,349	$2,233	$2,679	$558	$893	$558	$2,233	$558	$558	$335	$1,116	$1,116	$1,116	$3,349
Maintenance Contracts	$7,500	$1,047	$1,047	$698	$837	$174	$279	$174	$698	$174	$174	$105	$349	$349	$349	$1,047
Repairs	$5,000	$698	$698	$465	$558	$116	$186	$116	$465	$116	$116	$70	$233	$233	$233	$698
Security	$25,000	$3,488	$3,488	$2,326	$2,791	$581	$930	$581	$2,326	$581	$581	$349	$1,163	$1,163	$1,163	$3,488
Property Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Furniture & Fixtures	$75,000	$8,279	$8,279	$6,686	$7,323	$3,297	$3,774	$3,297	$6,686	$2,297	$1,547	$1,978	$4,093	$4,093	$3,093	$10,279
Other (Provide details below)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Equipment/Communication Costs:																
Computer Hardware	$87,500	$10,714	$10,714	$7,143	$8,929	$3,571	$5,357	$3,571	$8,929	$3,571	$3,571	$3,571	$1,786	$5,357	$3,571	$7,143
Computer Software	$9,000	$1,102	$1,102	$735	$918	$367	$551	$367	$918	$367	$367	$367	$184	$551	$367	$735
Data Line	$17,500	$2,143	$2,143	$1,429	$1,786	$714	$1,071	$714	$1,786	$714	$714	$714	$357	$1,071	$714	$1,429
Telephone Equipment	$8,750	$1,071	$1,071	$714	$893	$357	$536	$357	$893	$357	$357	$357	$179	$536	$357	$714
Telephone Service Fees	$24,480	$2,998	$2,998	$1,998	$2,498	$999	$1,499	$999	$2,498	$999	$999	$999	$500	$1,499	$999	$1,998
Pagers	$500	$21	$21	$14	$18	$7	$11	$7	$168	$7	$182	$7	$4	$11	$7	$14
Copier Equipment	$5,500	$673	$673	$449	$561	$224	$337	$224	$561	$224	$224	$224	$112	$337	$224	$449
Fax Equipment	$3,600	$441	$441	$294	$367	$147	$220	$147	$367	$147	$147	$147	$73	$220	$147	$294
Fax Service Fees	$2,400	$294	$294	$196	$245	$98	$147	$98	$245	$98	$98	$98	$49	$147	$98	$196
Operations:																
General Supplies	$3,000	$367	$367	$245	$306	$122	$184	$122	$306	$122	$122	$122	$61	$184	$122	$245
Freight & Messenger	$1,750	$306	$285	$311	$113	$210	$35	$14	$166	$9	$19	$13	$15	$20	$18	$215
Printing (Outreach, Community Awareness, Signage)	$3,500	$394	$246	$427	$789	$246	$246	$99	$115	$66	$131	$90	$107	$140	$123	$279
Other Outside Services	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Recruiting/Outreach	$7,500	$845	$528	$915	$1,690	$528	$528	$211	$246	$141	$282	$194	$229	$299	$264	$599
Marketing/Community Awareness	$7,500	$845	$528	$915	$1,690	$528	$528	$211	$246	$141	$282	$194	$229	$299	$264	$599
Staff Training	$17,500	$2,143	$2,143	$1,429	$1,786	$714	$1,071	$714	$1,786	$714	$714	$714	$357	$1,071	$714	$1,429
Staff Travel	$5,000	$612	$612	$408	$510	$204	$306	$204	$510	$204	$204	$204	$102	$306	$204	$408
TOTAL COSTS	**$1,481,980**	**$155,346**	**$148,175**	**$112,781**	**$188,204**	**$78,143**	**$113,956**	**$50,248**	**$135,707**	**$47,654**	**$22,866**	**$59,333**	**$54,923**	**$98,294**	**$72,183**	**$144,167**

OK!

Allocated costs, Direct and Indirect, must equal the amount on the One-Stop Center Budget spreadsheet (1st sheet in this workbook)