

Pennsylvania Workforce System: Sample Memorandum of Understanding

Pennsylvania Department of Labor & Industry
A Template with Sample Content

Sample Memorandum of Understanding Template

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Legal Authority

The Workforce Innovation and Opportunity Act, or WIOA sec. 121(c)(1) requires the local workforce development board, or local board, or LWDB, with the agreement of the chief elected official, or CEO, to develop and enter into a memorandum of understanding, or MOU, between the local board and the one-stop partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local workforce development area, or local area, or LWDA. This requirement is further described in the WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500 and in federal guidance. Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the federal cost principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or Uniform Guidance, at 2 CFR part 200.

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PA Department of Labor & Industry Disclaimer

This is a sample MOU, federally sourced and customized for Pennsylvania. It includes portions of local MOUs and infrastructure funding agreements, or IFAs, developed by the U.S. Department of Labor. This sample MOU and accompanying cost allocation analyses for hypothetical local areas may be used as a reference guide or basic template when developing your own MOU pursuant to WIOA Section 121, its implementing regulations at 20 CFR part 678 and 34 CFR parts 361, 463 and the relevant guidance.

This sample MOU and cost-allocation analyses should not replace local negotiations and cannot supplant Pennsylvania. Local areas are not required to develop an MOU in this format because there are many ways to develop a MOU; however, any MOU developed must meet WIOA Section 121 requirements and its implementing regulations. Similarly, the hypothetical cost allocation analyses are provided for illustration purposes only.

It is important to note that local information contained in this sample MOU and cost-allocation analyses is hypothetical and should be adapted to meet actual local area conditions. Using the sample language in this document does not ensure WIOA compliance and cannot substitute for developing these documents based on careful review of WIOA, its implementing regulations and guidance and local conditions. Most of the information in this template is in the public domain, and available for sharing, reproduction and distribution, but may not be reproduced or distributed for a fee. Visit <https://www.workforcegps.org/> for additional information.

The Sample MOU template contains no technical guidance or fillable forms. This template, the MOU and Operating Budget required forms, points of contact for each local area's programs as well as substantial technical guidance in the *Local Workforce Delivery System - Memorandum of Understanding Guide* and an annual *PA CareerLink® Operating Budget Bulletin*, are available on the [Pennsylvania's Workforce System Directives website](#). To submit MOU related forms, budgets, documentation or to ask technical questions, use the PA CareerLink® Finance and Budget Unit resource account: RA-LI-PACL-FINOP@pa.gov.

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General Timeline for the MOU and Operating Budget

START-END PERIOD	REQUIREMENTS AND SUGGESTED ACTIONS
Jan - Feb	<p>LWDB notifies partners of the need to convene to negotiate the MOU; convening meeting occurs; LWDB provides partners with policies and other pertinent information and makes requests to partner so that first draft of the MOU can be written.</p> <p>Operating Budgets are updated annually, agreed upon by all MOU Parties and attached to the MOU. LWDB or fiscal agent provides PA CareerLink® operator and partners preliminary shared costs based upon actual figures from the prior year or sound estimates.</p> <p>BWDA should be contacted to estimate available state partner funds via email at the PA CareerLink® Finance and Budget Unit resource account: RA-LI-PACL-FINOP@pa.gov.</p>
Feb - March	<p>Partners provide requested information to LWDB. MOU first draft is completed and provided to the MOU Parties for review and negotiation. Negotiation ensues.</p> <p>LWDB or fiscal agent will help the PA CareerLink® operator collect, compile, and analyze a preliminary statement of benefits as it relates to the Operating Budgets and the identification of all shared costs at each PA CareerLink® site.</p> <p>During a planned MOU renewal, the LWDB must submit the <i>MOU Negotiation Outcome Notification</i> (consensus or impasse) template to BWDA on or before March 10th.</p>
March - April	<p>If the LWDB submits a <i>MOU Negotiation Outcome Notification template</i> noting an impasse, the dispute resolution process (with L&I support) will occur between March 11th to April 15th.</p> <p>Most MOU components (e.g., <i>Introduction, System Structure and Terms and Conditions</i>) are expected to have been agreed upon by all parties. The <i>Infrastructure Funding Agreement</i> should be finalized by the end of April.</p> <p>LWDB or fiscal agent will work with the PA CareerLink® operator and partners to assign dollar values and validate appropriate methodologies for assigning a fair share of allocable PA CareerLink® costs to create an Operating Budget.</p>
May - June	<p>The Operating Budget must be submitted to BWDA no later than May 1st of each year. BWDA's review and concurrence will follow.</p> <p>LWDB or fiscal agent will work with BWDA to reach finalized shared costs. The Operating Budget, and any modifications, must be submitted to BWDA as they occur.</p> <p>Finalized shared costs will be entered into the Operating Budget. Parties to the MOU will review and approve a final Operating Budget.</p> <p>The Infrastructure Funding Agreement and Operating Budget are incorporated within the MOU.</p> <p>All parties to the MOU must submit to the LWDB a completed MOU Authorization and Signature Page for inclusion into the MOU.</p>

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Key to Fictional Names, Terms & Information Used in MOU Sample

State	Any State
Local Workforce Development Area	XYZ WDA
Local Workforce Development Board	XYZ WDB
One-Stop Operator	ABC, Inc.
Chief Elected Official	John Doe
County #1 (Comprehensive PA CareerLink®)	A County
County #2 (Affiliate PA CareerLink®)	B County
County #3 (Specialized PA CareerLink®)	C County
Local Workforce Development Board Website	www.XYZlocalwdb.com
State law governing the exchange and handling of confidential, private or otherwise protected information by public entities	U.S. Department of Labor (U.S. DOL) Training and Employment Guidance Letter (TEGL) No. 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)

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XYZ Workforce Development Area

**Pennsylvania Workforce System:
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XYZ WORKFORCE DEVELOPMENT BOARD

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INTRODUCTION

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

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

The purpose of this memorandum of understanding, or MOU, is to define the parameters within which education, workforce, economic development, and other partner programs and entities operating in the **XYZ Workforce Development Area, or XYZ WDA**, create a seamless, customer-focused service delivery system that aligns service delivery across the area and enhances access to program services. By realizing one-stop opportunities together, partners can build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs while increasing customer access and performance outcomes.

The MOU is also a financial plan, including terms and conditions, to fund the services and operating costs of the **XYZ WDA** PA CareerLink® system. The parties to this agreement agree that joint funding is a necessary foundation for an integrated service delivery system. The MOU parties’ goal is to develop overarching parameters in establishing a funding mechanism that:

- establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the local area
- reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among partners (thereby improving each program’s effectiveness)
- reduces overhead costs for any one partner by streamlining and sharing financial, procurement and facility costs
- ensures that costs are appropriately shared by PA CareerLink® partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, while requiring that all funds are spent solely for allowable purposes consistent with applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

This MOU is executed between the **XYZ WDB**, or local board, or LWDB, and PA CareerLink® system partners, or partners, and the chief elected official, or CEO, **John Doe, XYZ Council of Governments Director**. They are collectively referred to as the “parties” to this MOU.

This MOU confirms parties’ understanding regarding the operation and management of the **three (3)**ⁱ PA CareerLink® Centers in the **XYZ Workforce Development Area**, or Local Area or LWDA. The **XYZ WDB** provides local oversight of workforce programming for the **XYZ WDA**.

The **XYZ WDB**, with the agreement of the CEO, has competitively selected **ABC, Inc.** as the one-stop operator for the **XYZ WDA**, as further outlined in the One-Stop Operator section.

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The Infrastructure Funding Agreement, or IFA, and PA CareerLink® Operating Budget, or OB, establish a financial plan, including terms and conditions, to fund the services and operating costs of the **XYZ WDA** PA CareerLink® system. Parties to this MOU agree that joint funding is an essential foundation for an integrated service-delivery system and necessary to maintain the **XYZ WDA's** high-standard PA CareerLink® system.

The Vision, Mission, System Structure, Terms and Conditions, Infrastructure Funding Agreement, Operating Budget and parties to the MOU Signatory Pages contained herein reflect the commitment of the parties to their job seeker, worker and business customers, as well as to the overall **XYZ** community.

VISION

Empower local area employers, individuals and communities to prosper and grow the region's economy through a workforce development system that is inherently customer-centered, seamless and effective.

MISSION

To establish a public workforce system that provides data-driven and employer-validated talent solutions through the integration of education, workforce and economic development resources across systems.

SYSTEM STRUCTURE

PA CareerLink®

The one-stop delivery system, also referred to as PA CareerLink® in Pennsylvania, merges workforce development, educational and other human resource services into a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. Established under the Workforce Investment Act of 1998, or WIA, and continued by the Workforce Innovation and Opportunity Act, or WIOA, the centers offer a comprehensive array of services designed to match talent with opportunities. The **XYZ WDA** has **three (3)** PA CareerLink® sites, also known as one-stops, designed to provide a full range of assistance to job seekers, workers and businesses under one roof.

Note: LWDB's may consider embedding a LWDA map overlaid with PA CareerLink® sites within your MOU as it provides the public additional insight.

A County PA CareerLink® Site (Comprehensive)

Site Administrator Name, Title	Phone
Location Address	Email Address
Operating Hours	Website

B County PA CareerLink® Site (Affiliate Site)

Site Administrator Name, Title	Phone
Location Address	Email Address
Operating Hours	Website

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C County PA CareerLink® Site (Specialized Center)

Site Administrator Name, Title	Phone
Location Address	Email Address
Operating Hours	Website

One-Stop Operator

The **XYZ WDB** selected the One-Stop Operator, or Operator, **ABC, Inc.**, through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and local procurement laws and regulations. All documentation for the competitive Operator procurement and selection process is published and may be viewed on the **XYZ WDB** website at: www.XYZlocalwdb.com. WIOA requires a competitive process be conducted at least once every four years to properly procure an Operator. Functional details are outlined in the *Roles and Responsibilities of Partners* section, under *One-Stop Operator*.

Partners

To establish a high quality one-stop delivery system and enhance collaboration amongst partner programs, all required partners and additional partners represented in the **XYZ WDA** are considered parties to the MOU. It is agreed that any required program not represented in the **XYZ WDA** is not a Party to the MOU, and further, the non-represented required program is articulated as not available in the local area MOU.

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Local Area Program Partners List

Required Program	Authorization	Partner Organization or enter "Program Not Available"	Signatory Official (Name & Title)	Contact Information (Phone & Email)
Adult Education and Family Literacy Activities (AEFLA)	WIOA Title II Adult Education and Family Literacy Act program	Local Area grantee(s)		
Employment and Training Programs -Department of Housing and Urban Development (HUD)	Employment and Training activities carried out under Department of Housing and Urban Development	Local Area Housing Authority grantee(s), if operable in LWDA		
Employment and Training Activities - PA Department of Community Economic Development (DCED)	Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	PA Department of Economic Development		
Job Corps	WIOA Title I, Subtitle C	Local Area grantee(s), if located in LWDA		
Jobs for Veterans State Grant Programs	38 U.S.C. Chapter 41	PA Department of Labor & Industry, Bureau of Workforce Programs and Operations		
National Farmworker Jobs Program (NFJP)	WIOA Title I, Sec. 167	PathStone Corp. grantee, if operable in LWDA		
Native American Programs	WIOA Title I, Sec. 166 (29 U.S.C. 3221)	Council of Three Rivers American Indian Center, Inc		
Postsecondary Career & Technical Education (Perkins V)	Carl D. Perkins Vocational & Applied Technology Act of 2006 (20 U.S.C. 2301 et seq.) and (as amended Pub. L. No. 115-224))	Local Area grantee(s), if operable in LWDA		
Reentry Employment Opportunities (REO) Programs	Second Chance Act of 2007, Sec. 212 (42 U.S.C. 17532) and WIOA Title 1, Sec. 169	Local Area grantee(s), if operable in LWDA		
Senior Community Service Employment Program (SCSEP)	Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	Local Area grantee(s)		
State Unemployment Insurance (UI) Program	Social Security Act 9 of 1935 (Title III, IX and XII) and Federal Unemployment Tax Act (FUTA) of 1939	PA Department of Labor & Industry		
Temporary Assistance for Needy Families (TANF)	Social Security Act, Part A of Title IV (43 U.S.C. 601 et seq.)	PA Department of Human Services		
Trade Adjustment Assistance (TAA)	Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	PA Department of Labor & Industry		
Vocational Rehabilitation State Grant Programs	Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA Title IV	PA Department of Labor & Industry, Office of Vocational Rehabilitation (OVR)		
Wagner-Peyser Act - Employment Service (ES) Programs	Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA Title III	PA Department of Labor & Industry		
WIOA Adult, Dislocated Worker, and Youth Programs	WIOA Title I, Subtitle B, Chapter 2 (Youth) WIOA Title I, Subtitle B, Chapter 3 (Adult and Dislocated Worker)	Entity listed on WIOA Title I Grant Agreement as receiving funds (e.g., Administrative Entity or Fiscal Agent)		
Youth Build Program	WIOA Title I, Sec. 171 (29 U.S.C. 3226)	Local Area grantee(s), if operable in LWDA		
Additional Program(s)				

TERMS AND CONDITIONS

Partner Services

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Each partner that is party to the MOU provides one or more services or activities based upon the partner program’s authorizing statute and regulation requirement. All partner services provided must be listed in the MOU. For purposes of this MOU, the services are classified in three major groups: *Business Services, Job Seeker Services and Youth Services.*

Partners agree to make the listed services available, as applicable to the program, consistent with and coordinated by the PA CareerLink® Operator. Additional services may be provided on a case-by-case basis with the approval of the LWDB and the CEO. This listing must include the programs, the partner who will be providing the services, the way those services will be provided and where the services will be provided. The MOU contains services made available at each PA CareerLink® site or some services not directly made available at a PA CareerLink® site but are still associated with the service site.

Identify PA CareerLink® Site:	
Business Services <i>Expand the list as needed</i>	Service Provider <i>List Program Partner(s) or entity(s) delivering the service described</i>
Required Business Services	
Recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the one-stop delivery system (678.430(a)(4)(ii))	
Labor market employment statistics information (678.430(a)(6))	
Post job vacancies in the state labor market areas (678.430(a)(6)(i))	
Information about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system (678.430(a)(8))	
Employer-oriented labor exchange activities and labor market information (678.435(a))	
Establish and develop relationships and networks with large and small employers and their intermediaries. Develop, convene, or implement industry or sector partnerships (678.435(a))	
Help area employers manage reductions in force in coordination with rapid response activities and with strategies for the aversion of layoffs, which may include strategies such as early identification of firms at risk of layoffs, use of feasibility studies to assess the needs of and options for at-risk firms, and the delivery of employment and training activities to address risk factors (678.435(c)(4))	

Business Services <i>Expand the list as needed</i>	Service Provider <i>List Program Partner(s) or entity(s) delivering the service described</i>
Permissible Business Services	
Customized screening and referral of qualified participants in training services to employers (678.435(b)(1))	
Customized services to employers, employer associations, or other such organizations, on employment-related issues (678.435(b)(2))	
Customized recruitment events and related services for employers including targeted job fairs (678.435(b)(3))	
Human resource consultation services (678.435(b)(4))	
Customized labor market information for specific employers, sectors, industries or clusters (678.435(b)(5))	
Provide other similar customized services (678.435(b)(6))	
Develop and implement industry sector strategies (including strategies involving industry partnerships, regional skills alliances, industry skill panels, and sectoral skills partnerships) (678.435(c)(1))	
Customized assistance or referral for assistance in the development of a registered apprenticeship program (678.435(c)(2))	
Develop and deliver innovative workforce investment services and strategies for area employers, which may include career pathways, skills upgrading, skill standard development and certification for recognized postsecondary credential or other employer use, and other effective initiatives for meeting the workforce investment needs of area employers and workers (678.435(c)(3))	
Assist area employers in managing reductions in force in coordination with rapid response activities and with strategies for the aversion of layoffs, which may include strategies such as early identification of firms at risk of layoffs, use of feasibility studies to assess the needs of and options for at-risk firms, and the delivery of employment and training activities to address risk factors (678.435(c)(4))	
Marketing of business services to area employers, including small and mid-sized employers (678.435(c)(5))	
Assist employers with accessing local, State, and Federal tax credits (678.435(c)(6))	
Additional Business Services <i>If provided, service and provider(s) must be identified</i>	

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Job Seeker Services <i>Expand the list as needed</i>	Service Provider <i>List Program Partner(s) or entity(s) delivering the service described</i>
Required Job Seeker Career Services	
Determine if individual is eligible to receive assistance from the adult, dislocated worker, or youth programs (678.430(a)(1))	
Outreach, intake (including worker profiling), and orientation to information and other services available through the one-stop delivery system (678.430(a)(2))	
Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and need for supportive services (678.430(a)(3))	
Job search and placement assistance, and when needed by an individual, career counseling, including: information on in-demand industry sectors and occupations as well as information on nontraditional employment (678.430(4)(i)(A-B))	
Provide referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, when appropriate, other workforce development programs (678.430(a)(5))	
Labor market employment statistics information (678.430(a)(6))	
Provide performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers (678.430(a)(7))	
Information describing how the local area is performing on local performance accountability measures and additional one-stop delivery system performance information, if any (678.430(a)(8))	
Supportive services or assistance information, and appropriate referrals to those services and assistance (678.430(a)(9))	
Information and meaningful assistance with filing Unemployment Insurance claim (678.430(a)(10))	
Assist in establishing eligibility for programs of financial aid assistance for programs not provided under WIOA (678.430(a)(11))	

Required Job Seeker Individualized Services	
Comprehensive and specialized assessments of skill level(s) and service needs (678.430(b)(1))	
Develop an individual employability development plan (678.430(b)(2))	
Group counseling (678.430(b)(3))	
Individual counseling (678.430(b)(4))	
Career planning (678.430(b)(5))	
Short-term pre-vocational or pre-training services (678.430(b)(6))	
Provide internships and work experiences that are linked to careers as well as workforce preparation activities (678.430(b)(7))	
Provide internships and work experiences linked to careers or workforce preparation activities (678.430(b)(8))	
Financial literacy services (678.430(b)(9))	
Provide out-of-area job search assistance and relocation assistance (678.430(b)(10))	
Provide English language acquisition and integrated education and training programs (678.430(b)(11))	

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Job Seeker Services <i>Expand the list as needed</i>	Service Provider <i>List Program Partner(s) or entity(s) delivering the service described</i>
Other Required Job Seeker Services	
Follow-up services and support. (678.430(c))	
Occupational skills training, including training for nontraditional employment (680.200(a)) <i>Pennsylvania policy requires this service be made available in all LWDA's</i>	
Permissible Job Seeker Services	
On-the-Job Training (680.200(b))	
Incumbent Worker Training (680.200(c))	
Programs that combine workplace training with related instruction which may include cooperative education (680.200(d))	
Training programs operated by the private sector (680.200(e))	
Skills upgrading and retraining (680.200(f))	
Entrepreneurial training (680.200(g))	
Transitional jobs (680.200(h))	
Job readiness training in combination with other training services (680.200(i))	
Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with other training services (680.200(j))	
Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training (680.200(k))	
Additional Job Seeker Services <i>If provided, service and provider(s) must be identified</i>	

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Youth Services <i>Expand the list as needed</i>	Service Provider <i>List Program Partner(s) or entity(s) delivering the service described</i>
Required Youth Services	
Provide 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 recognized equivalent, or for a recognized postsecondary credential (681.460(a)(1))	
Provide alternative secondary school services or dropout recovery services (681.460(a)(2))	
Provide paid and unpaid work experiences having academic and occupational education components: summer employment and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing and OJT training opportunities (681.460(a)(3))	
Conduct 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 involved local area (681.460(a)(4))	
Provide education offered concurrently with, and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster (681.460(a)(5))	
Provide leadership development opportunities, including community service and peer-centered activities that encourage responsibility and other positive social and civic behaviors (681.460(a)(6))	
Provide support services (681.460(a)(7))	
Provide adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months (681.460(a)(8))	
Provide follow-up services for not less than 12 months after the completion of participation as appropriate (681.460(a)(9))	
Provide comprehensive guidance and counseling which may include drug and alcohol abuse counseling and referrals to counseling as appropriate (681.460(a)(10))	
Conduct financial literacy education (681.460(a)(11))	
Conduct entrepreneurial skills training (681.460(a)(12))	
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 (681.460(a)(13))	
Provide activities that help youth prepare for and transition to postsecondary education and training (681.460(a)(14))	
Permissible Youth Services <i>If provided, service and provider(s) must be identified</i>	
Incentive payments to youth participants (681.640)	
Additional Youth Services <i>If provided, service and provider(s) must be identified</i>	

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Partner On-Site Representation Schedule

The partners agree to represent their program(s) within the local area’s PA CareerLink® service site(s) and agree on the completion and maintenance of a program representation schedule for any local area service delivery location. The MOU parties agree with the following representation schedules that account for all PA CareerLink® sites.

Program Partner On-Site Representation Schedule

PA CareerLink® site:

Partner Program	Linked Virtually or represented by other physically co-located partner staff*ii	# of Staff	Weekly Staff Hours	# of FTEs**iii	% of Total FTEs
Adult Education and Family Literacy Activities (AEFLA)					
Employment and Training Programs - Department of Housing and Urban Development (HUD)					
Employment and Training Activities - PA Department of Human Services (DHS)					
Job Corps					
Jobs for Veterans State Grant Programs					
National Farmworker Jobs Program (NFJP)					
Native American Programs					
Postsecondary Career & Technical Education (Perkins V)					
Reentry Employment Opportunities (REO) Programs					
Senior Community Service Employment Program (SCSEP)					
State Unemployment Insurance (UI) Program					
Temporary Assistance for Needy Families (TANF)					
Trade Adjustment Assistance (TAA)					
Vocational Rehabilitation State Grant Programs					
Wagner-Peyser Act Employment Service (ES) Programs					
WIOA Adult, Dislocated Worker, and Youth Programs					
Youth Build Program					
Additional Programs					
Other Entities					
TOTALS					

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Roles and Responsibilities of Parties

The parties to this agreement will work closely together to ensure that all PA CareerLink® sites are high-performing workplaces with staff that will ensure quality of service.

All parties to this agreement shall comply with:

- Workforce Innovation and Opportunity Act, enacted July 22, 2014
- WIOA promulgating regulations, *Department of Labor Only, 20 Code of Federal Regulations, or CFR Parts 603, 651, 652, et al.*, Final Rule, published August 19, 2016
- WIOA promulgating regulations *Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions, 20 CFR Parts 676, 677 and 678*, Final Rule, published August 19, 2016
- WIOA Section 188 and its promulgating regulations 29 CFR Part 38; Final Rule, published December 2, 2016
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352)
- Section 504 of the Rehabilitation Act of 1973, as amended
- The Americans with Disabilities Act of 1990 (Public Law 101-336)
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor, or U.S. DOL
- Training and Employment Guidance Letter, or TEG, 37-14, *Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System* and other guidance related to implementing WIOA sec. 188
- The Family Educational Rights and Privacy Act, or FERPA (20 U.S.C. § 1232g; 34 CFR part 99)
- Confidentiality requirements governing the protection and use of personal information held by the Vocational Rehabilitation agency (34 CFR 361.38)
- The confidentiality requirements governing the use of confidential information held by the State Unemployment Insurance agency (20 CFR part 603)
- 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 Parties shall:

- Collaborate and reasonably help each other develop necessary service-delivery protocols for the services outlined in the Partner Services section above
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and

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- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement

Chief Elected Official

The CEO for the **XYZ WDA is John Doe, XYZ Council of Governments Director**. The CEO will, at a minimum:

- In partnership with the **XYZ WDB** and other applicable partners within the planning region, develop and submit a single WIOA regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their partners, and that incorporates plans for each of the local areas in the planning region
- Approve the **XYZ WDB** budget and workforce center cost allocation plan
- Approve the selection of the one-stop operator following the competitive procurement process, and
- Coordinate with the **XYZ WDB** to oversee the operations of the local area PA CareerLink® system

XYZ WDB

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

- In partnership with the CEO and other applicable partners within the Local WDA, develop and submit a WIOA local plan that includes a description of the activities that shall be undertaken by the LWDB and its partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy
- In partnership with the CEO and other applicable partners within the planning region, develop and submit a single WIOA regional plan that includes a description of the activities that shall be undertaken by all LWDBs and their partners, and that incorporates plans for each of the local areas in the planning region
- In collaboration and partnership with the CEO and other applicable partners within the planning region, develop the strategic regional vision, goals, objectives and workforce-related policies
- In cooperation with the local area CEOs and the other LWDBs within the regional area, design and approve the PA CareerLink® system structure. This includes, but is not limited to:
 - Adequate, sufficient and accessible one-stop center locations and facilities
 - Sufficient numbers and type of career and training services providers (including eligible providers with expertise in assisting individuals with disabilities as well as eligible providers with expertise in assisting adults in need of adult education and literacy activities)
 - A holistic system of supporting services, and
 - One or more competitively procured one-stop operators
- In collaboration with the CEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s)
- Determine the role and day-to-day duties of the one-stop operator
- Approve annual budget allocations for operation of the PA CareerLink® system
- Upon the LWDB's request, the one-stop operator might negotiate MOUs with partners
- Leverage additional funding for the PA CareerLink® system to operate and expand one-stop customer activities and resources, and

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- Review and evaluate performance of the **XYZ WDA** service delivery system and one-stop operator(s)

Local Workforce Development Board Staff

Specific responsibilities include, at a minimum:

- Assist the CEO and the **XYZ WDB** with the development and submission of a single WIOA regional plan (if a planning region) and the WIOA local plan
- Support the **XYZ WDB** with the implementation and execution of the local area, and if applicable, the planning region vision, goals, objectives, and workforce-related policies, including all duties outlined above
- Provide operational and grant-specific guidance to the one-stop operator
- Investigate and resolve elevated customer complaints and grievance issues
- Prepare regular reports and recommendations to the **XYZ WDB**, and
- Oversee negotiations and maintenance of MOUs with one-stop partners

One-Stop Operator

ABC, Inc. will employ X number of PA CareerLink® site administrators who will act as “functional leaders”. As such, they will have the authority to organize partner staff, to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member’s employer of record. The one-stop operator and operator staff such as the site administrators, will, at a minimum:

- Manage daily operations, including but not limited to:
 - Managing and coordinating partner responsibilities, as defined in this MOU
 - Managing hours of operation, including the once weekly extended hours of operation
 - Coordinating daily work schedules and work flow based upon operational needs, and
 - Coordinating staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff
- Assist the LWDB in establishing and maintaining the PA CareerLink® system structure. This includes but is not limited to:
 - Ensuring that State requirements for center certification are met and maintained
 - Ensuring that career services such as the ones outlined in WIOA sec. 134(c)(2) are available and accessible
 - Ensuring that **XYZ WDB** policies are implemented and adhered to
 - Adhering to the provisions outlined in the contract with the **XYZ WDB** and the **XYZ WDB** Business Plan (*if the LWDB has such a plan*)
 - Reinforcing strategic objectives of the **XYZ WDB** to partners, and
 - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed
- Integrate systems and coordinate services for the center and its partners, placing priority on customer service

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- Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program’s authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts
- Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g., Skills Development Team or Business Services Team
- Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program
- The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center
- Oversee and coordinate partner, program, and PA CareerLink® system performance. This includes but is not limited to:
 - Providing and/or contributing to reports of center activities, as requested by the **XYZ WDB**
 - Providing input to the formal leader (partner program official) on the work performance of staff under their purview
 - Notifying the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status
 - Identifying and facilitating the timely resolution of complaints, problems, and other issues
 - Collaborating with the **XYZ WDB** on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603)
- Ensuring open communication with the formal leader(s) to facilitate efficient and effective center operations
- Evaluating customer satisfaction data and propose service strategy changes to the **XYZ WDB** based on findings
- Manage fiscal responsibilities and records for the center. This includes assisting the **XYZ WDB** with cost allocations and the maintenance and reconciliation of one-stop center operation budgets

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

Partners

Each partner commits to cross-training staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement including but not limited to developing a collaborative professional development plan. At least **number (#)** percent of the center’s workforce development front line staff will achieve a *Certified Workforce Development Professional* certification or equivalent, if available for the local area staff.

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

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

Data Sharing

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

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

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

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

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

Confidentiality

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

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

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

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

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

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

Referrals

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

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the partners' programs represented in the **XYZ WDA** PA CareerLink® system
- Develop materials summarizing their program requirements and making them available for partners and customers
- Develop and utilize common intake, eligibility determination, assessment, and registration forms
- Provide substantive referrals – in accordance with the **XYZ WDA** Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs

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- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level

Accessibility

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

Physical Accessibility

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

For more information regarding accessibility requirements, refer to WIOA Section 188 and the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (ADA) and Pennsylvania's Non-Discrimination Plan, or NDP.

Virtual Accessibility

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

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

Communication Accessibility

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

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

Programmatic Accessibility

All partners agree that they will not discriminate in their employment practices or services based on gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of

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any other 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 have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all PA CareerLink® programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, comprehension, or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the local service delivery system.

Outreach

The **XYZ WDB** and its partners will develop and implement a strategic outreach plan that will include, at a minimum:

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

Monitoring

The **XYZ WDB**, or its designated staff, officials from the state and local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law, regulations, and state policies
- Those laws, regulations and policies are enforced properly
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness
- Outcomes are assessed and analyzed periodically to ensure performance goals are met
- Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- All MOU terms and conditions are fulfilled

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All parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

Non-Discrimination and Equal Opportunity

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

The parties specifically agree that they will comply with WIOA Section 188 and its promulgating regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, Titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, Title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws. The parties agree that they will comply with Pennsylvania's NDP.

Indemnification

All parties to this MOU recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No partner assumes any responsibility for any other party, state or non-state, for the consequences of any act or omission of any third party. The parties acknowledge the **XYZ 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 **XYZ WDB** or the one-stop operator.

Severability

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

Drug and Alcohol-Free Workplace

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

Certification Regarding Lobbying

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

Debarment and Suspension

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

Priority of Service

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

Buy American Provision

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

Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, Title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

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

Governing Law

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

Steps to Reach Consensus

The **XYZ WDB** agrees to maintain a log of actions taken to reach consensus. This is necessary because should non-consensus ever occur, the **XYZ WDB** must be able to state how they attempted to approach this requirement. The parties to the MOU agree to use the following steps to reach consensus:

1. **Notification of Partners:** the **XYZ WDB** Chair (or designee) must notify all parties in writing that it is necessary to modify or renew the MOU, to provide all applicable policies and preceding MOU documents, and any other documents deemed required to achieve an executable MOU.
2. **Kickoff Meeting:** The **XYZ WDB** Chair (or designee) is responsible for convening all required and additional PA CareerLink® partners to formally kick-off negotiations, and to ensure that, at a minimum, all partners from all counties within the LWDA are appropriately represented. The kickoff meeting should take place no later than within three (3) weeks^{iv} of notification as it must be hosted in a timely manner to allow for all steps to be conducted in good faith and in an open and transparent environment.

At the kickoff meeting, the **XYZ WDB** Chair (or designee) must provide a detailed review of all relevant documents, facts, and information and ensure all parties have sufficient time to ask questions or voice

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concerns and are fully aware of expectations and the overall process.

3. **Negotiations:** Over the course of the four (4) weeks^v following the formal kickoff meeting, partners must submit all relevant documents to the **XYZ WDB** Chair (or designee) to begin the drafting of the MOU. During this timeframe, additional formal or informal meetings (informational and negotiation sessions) may take place, if conducted in an open and transparent manner with pertinent information provided to all parties.
4. **Draft MOU:** Within six (6) weeks^{vi} of the kickoff meeting, the **XYZ WDB** Chair (or designee) must email a complete draft of the MOU to all parties.
5. **Review and Comment:** Within three (3) weeks^{vii} of receipt of the draft MOU, all parties must review and return feedback to the **XYZ WDB** Chair (or designee). It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of the **XYZ WDB** Chair (or designee) to ensure all PA CareerLink® partners to the MOU are aware of the comments and revisions that are needed.
6. **Finalized Draft:** The **XYZ WDB** Chair (or designee) must circulate the finalized MOU and secure partner signatures within four (4) weeks^{viii} of receipt of feedback. The MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all parties.

If it is determined that a partner is unwilling to sign the MOU, then the **XYZ WDB** Chair (or designee) must ensure that the agreed upon dispute resolution process is followed.

Dispute Resolution

The following section details the dispute resolution process designed for use by the parties of the MOU when unable to successfully reach an agreement on any of the MOU's language or elements necessary to execute the MOU. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the **XYZ WDB** Chair (or designee) to coordinate the MOU dispute resolution ensuring issues are resolved appropriately. Any party to the MOU may seek resolution under this process.

1. All parties are advised to actively participate in local negotiations in a good faith effort to reach agreement. In case of disputes, parties shall attempt informal resolution first. The **XYZ WDB** Executive Committee shall attempt to mediate and resolve the dispute in an informal manner.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the **XYZ WDB** Chair (or designee) and all parties to the MOU regarding the conflict within ten (10)^{ix} business days.
3. The **XYZ WDB** Chair (or designee) shall place the dispute on the agenda of a special meeting of the **XYZ WDB's** Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. A proposed resolution or decision shall be agreed upon by a simple majority consent of the Executive Committee members present.
4. The proposed resolution or decision of the **XYZ WDB** Executive Committee shall be considered final unless the proposed resolution or 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.

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5. The **XYZ WDB** Executive Committee must provide a written response and dated summary of the proposed resolution to all parties to the MOU.
6. The **XYZ WDB** Chair (or designee) will contact the petitioner and the appropriate parties to verify that all are in agreement with the proposed resolution.

MOU Negotiation Outcome Notification

When the MOU is being negotiated, renewed, or modified the Governor must be made aware of the local area's consensus status no later than 90 days within the MOU's expiration date. Likewise, if a dispute occurs halting the negotiation or modification process, the Governor must be made aware of the situation. To accomplish this notification, the **XYZ WDB** Chair (or designee) agrees to submit a *MOU Negotiation Outcome Notification* template and any other required documentation to PA Department of L&I's PA CareerLink® Finance & Budget Unit resource account RA-LI-PACL-FINOP@pa.gov.

Modification Process

The MOU parties agree that non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require MOU modification.

1. **Notification of Partners:** When a MOU Party wishes to modify the MOU, the Party must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).
2. **Discussion/Negotiation:** Upon notification, the **XYZ WDB** Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with all MOU parties in a timely manner and as appropriate.

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

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

If determined that a partner is unwilling to agree to the MOU modification, the **XYZ WDB** Chair (or designee) must ensure that the process found at the MOU's Dispute Resolution section is followed.

3. **Signatures:** The **XYZ WDB** Chair (or designee) must immediately circulate the MOU modification and secure partner signatures within four (4) weeks^x.

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

The MOU will be considered *fully executed* once all parties receive a copy of the complete MOU including all *MOU Authority and Signature Pages*.

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Renewal Process

Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require MOU renewal. Substantial changes, such as changes in one-stop partners, or a change due to the election of a new CEO, will require MOU renewal. MOU renewals must be completed at least every three years.

A MOU renewal requires all parties to review and agree to all MOU elements. Thereafter, the parties will follow the process detailed in the **MOU's Execution section**. The renewed MOU will become *effective* as of the date of signing by the final signatory.

Termination

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

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

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

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

All parties agree that this MOU shall be reviewed and updated to ensure it contains up-to-date information regarding funding, delivery of services and changes in the signatory official of the CEO, **XYZ WDB** or PA CareerLink® partner(s) as needed; and then, renewed not less than once every three (3) year period to ensure appropriate funding and delivery of services.

Execution

After consensus has been reached, it is agreed **XYZ WDB** must circulate the finalized MOU and secure authorization from signatories representing each of the parties to the MOU. Authorized signatories for all the parties must review the MOU. Thereafter, the parties must return a completed, signed and dated *MOU Authority and Signature Page* to **XYZ WDB**. The MOU will be considered *fully executed* once all parties receive a copy of the complete MOU including all *MOU Authority and Signature Pages*.

If it is determined that a MOU Party is unwilling to authorize the MOU, then **XYZ WDB** must ensure that the dispute resolution process is followed.

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Effective Period

This MOU is entered into on **July 1, 20XX**. This MOU will become *effective* as of the date of signing by the final signatory and will expire on **June 30, 20XX**, unless any of the reasons found in the MOU's Termination section apply.

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INFRASTRUCTURE FUNDING AGREEMENT

The MOU parties agree that Infrastructure Funding Agreement, or IFA, is an incorporated component of the MOU, and when consensus is reached, allows the Local Funding Mechanism to be employed.

The partners of the **XYZ WDA** PA CareerLink® sites have come together to establish a self-negotiated, rather than state funding mechanism-driven, method of covering costs associated with the one-stop system. Information related to costs, including those related to the MOU and Infrastructure Funding Agreements, the cost allocation methodology, steps to reach consensus, dispute resolution process, and impasse process are outlined below. Note that the PA CareerLink® Operating Budget, or OB, is a fluid document; at times modifications will be needed to reflect changes in staffing levels or instances of increasing or decreasing costs associated with site operations. These budgets reflect current cost allocation methods applied to partners and are included in this MOU's PA CareerLink® Operating Budget section.

PA CareerLink® infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the PA CareerLink®, including, but not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
- Technology to facilitate access to the PA CareerLink® including technology used for the center's planning and outreach activities.

All parties to the MOU and the IFA recognize that infrastructure costs are applicable to all required partners, whether they are physically located in the PA CareerLink® center or not. If a program's authorization does not require infrastructure contributions, but the partner contributes to infrastructure costs nonetheless the partner is to be a MOU Party. Each partner's contributions to these costs, however, may vary as these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs' authorizing laws and regulations and the Uniform Guidance.

Partners

Partners funding the costs of infrastructure according to this IFA are the same as identified in the **MOU's partners section**. In cases where no financial contribution is shown, the identified partner is either not present in the region therefore no financial contribution is expected, or their contribution is provided in-kind in lieu of a cash payment and is equivalent to the expected cash payment. PA CareerLink® offices maintain materials on programs that are not available in the region i.e., Job Corps, Indian and Native American programs and make referrals as appropriate.

Infrastructure Costs

The PA CareerLink® Operating Budget, or OB, is the end result of MOU negotiations and the IFA process. It is necessary to maintain the **XYZ WDA's** high standard PA CareerLink® system. Furthermore, the PA CareerLink® OB will be the actual document that assigns each partner's shared cost or contribution of funding the region's PA CareerLink® system pursuant to the provisions of the MOU and its subparts. The OB is recognized as a MOU component, and that all parties may announce OB consensus through the exchange of correspondence between the local board and partners or by some other agreed upon procedure. Such agreed upon amendments or modifications will become part of the MOU. It includes the following *cost categories*, as required by WIOA and its implementing regulations:

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- Infrastructure costs
- Additional Costs to include career services and shared services

The infrastructure portion of the OB for each PA CareerLink® is specific to the “infrastructure cost” cost category. The infrastructure costs lists appropriate infrastructure-related *cost pools*, and in turn, related *cost items* are listed with the cost pool. The infrastructure budget example below is specific to the ‘infrastructure cost’ category:

Cost Pool	Cost Item
Rent	
Utilities	Above the amount built into rent
Telephone	Local line & service
System Maintenance	Annual Maintenance
State LAN Connections	
Non-State LAN Connections	
Telecommunications/Internet	
Equipment & Technology Costs	Computer & Phone Maintenance
Fax	
Copier/FAX BWPO and Non-State	Monthly Lease
Supplies- Office	
Reasonable Accommodations	ADA/LEP, Language Line
Telephone Upgrade	
Assistive Technology	
Relocation Costs	
Signage	
Other ‘Common Identifier’ Costs	
In-kind Contributions	In-kind, in lieu of
Telephone-Long Distance	Connection & Service
Liability Insurance	Building

All costs will be allocated according to partners’ proportionate use and relative benefits received and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The PA CareerLink® OB 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. All program income received will be used to offset rent expenses in the quarter in which the invoicing occurs.

The MOU parties agree to use L&I budget templates designed to allow local area customization and follow the rules attached to the budget templates. Agreed upon infrastructure budget information will be applied to the annual PA CareerLink® OB. These costs are identified in the OB – Part 1; and are allocated by partner based upon the agreed cost allocation methodology outlined in the OB – Part 3. These are not fixed costs and may change.

Cost Allocation Methodology

Within the **XYZ WDA** one-stop system, a variety of allocation methods are used as agreed upon by the MOU parties, which reflect the best measure of benefit received by the partner programs. Cost allocation methodologies are incorporated within the MOU’s OB. The attached OBs outline the method of allocation by partner and includes utilizing a payment ration based on partner office sharing, direct square footage, telephone lines and internet connections and FTEs based on the number of staff that regularly occupy space within the one-

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stop.

All partners in the **XYZ WDA** are physically co-located in the one-stop center(s) as outlined in the Partner On-Site Representation Schedule section of the MOU, with the following exceptions:

Required Partners	Additional Partners
Unemployment Insurance	Dress for Success
Indian and Native American Program	Financial Counseling Services
YouthBuild	
Job Corps	

These partners/programs are linked virtually through online service access to a program staff member via PA CareerLink® center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals.

The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services. The Indian and Native American, or INA, Program is strongly encouraged, but not required, to contribute to the cost of infrastructure and certain additional services. Even if not physically co-located within the PA CareerLink® Centers, a significant number of UI customers and a small number of INA customers use the local PA CareerLink® system to access services such as:

- Using resource room computers to file UI claims, conduct work searches, and communicate with off-site program staff
- Using resource room staff for general assistance for the above services and for general information
- Using other resource room equipment such as copiers, scanners, fax machines, or assistive technology for individuals with disabilities
- Obtaining labor market information
- Attending reemployment workshops
- Filing grievances or appeals

These services are utilized in direct benefit of the UI and INA programs and in support thereof and will, therefore, be proportionately paid for.

The **XYZ WDA** selected four (4) different allocation bases to determine overall partner contributions assigned on the Operating Budget. This was done in an effort to:

- Remedy the imbalance of non-physically represented partners, and
- Comply with the requirement of partners' contributions having to be in proportion to the partners' use of the one-stop center(s) and relative benefit received.

The **XYZ WDA** selected four (4) different allocation bases to include:

- Full Time Equivalent, or FTE
- Rent Only/Flat Rate
- In-Kind In Lieu of Cash Payment
- Direct Square Footage Utilized

The parties to the MOU and IFA recognize a formal and fiduciary relationship with the public workforce system. Efforts will be made to track customer utilization of partner services and referrals between partner agencies to determine proportionate use and benefits more accurately.

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In cases where a specific dollar amount is provided to a local area on behalf of a partner (e.g., PA Department of Community and Economic Development’s annual contribution), the allocation method utilized to determine the area’s award will also be utilized to determine the amount of financial support for the **XYZ WDA’s** PA CareerLink® service sites.

OBs show each partner’s percent allocation, broken down by methodology, which determines their annual contribution to the cost of operating the PA CareerLink® sites. The methodologies include the use of partner FTEs, as provided on the PA CareerLink® Staffing Survey, which is included with the attached OBs.

What follows is Methods of Allocation guidance: This table shows each partner’s percent allocation (broken down by methodology), which determines their annual contribution to the cost of operating the PA CareerLink®. These methodologies are primarily based on partner full time equivalents, or FTEs, as provided on the PA CareerLink® Staffing Survey accompanying the Operating Budget.

Partner Name / Acronym	Square Footage (based on % of Staff #1)	% of Square Footage	Number of Staff #1	% of Staff #1	Number of Staff #2 (Copier)	% of Staff #2 (Copier)	Non State Connections to State L.A.N.	% of Non State Connections to State L.A.N.
Adult Youth DW (WIOA)	2220	27.76%	5.0	27.76%	5.0	34.47%	3	75.00%
EDU (Adult & Literacy)	222	2.78%	0.5	2.78%	0.5	3.45%	0	0.00%
C&T	445	5.56%	1.0	5.56%	1.0	6.90%	1	25.00%
CSBG	0	0.00%	0.0	0.00%	0.0	0.00%	0	0.00%
HUD	0	0.00%	0.0	0.00%	0.0	0.00%	0	0.00%
Job Corps	0	0.00%	0.0	0.00%	0.0	0.00%	0	0.00%
VETS (DVOP/LVER)	889	11.11%	2.0	11.11%	2.0	13.79%	0	0.00%
NFJP	0	0.00%	0.0	0.00%	0.0	0.00%	0	0.00%
REO	0	0.00%	0.0	0.00%	0.0	0.00%	0	0.00%
SCSEP	0	0.00%	0.0	0.00%	0.0	0.00%	0	0.00%
TANF	666	8.33%	1.5	8.33%	0.0	0.00%	0	0.00%
Trade	445	5.56%	1.0	5.56%	1.0	6.90%	0	0.00%
UC	0	0.00%	0.0	0.00%	0.0	0.00%	0	0.00%
OVR	889	11.11%	2.0	11.11%	0.0	0.00%	0	0.00%
Wagner Peyser	889	11.11%	2.0	11.11%	2.0	13.79%	0	0.00%
YouthBuild	0	0.00%	0.0	0.00%	0.0	0.00%	0	0.00%
FLC	445	5.56%	1.0	5.56%	1.0	6.90%	0	0.00%
Rapid Response	445	5.56%	1.0	5.56%	1.0	6.90%	0	0.00%
UCBR	445	5.56%	1.0	5.56%	1.0	6.90%	0	0.00%
	8000	100.00%	18.0	100.00%	14.5	100.00%	4	100.00%

The additional table below shows other options for allocation, which include, but are not limited to:

- Using a payment ratio based on partner office sharing, to allocate other methodologies, such as square footage, telephone lines and internet connections;
- FTEs based on days per week that partner staff are on-site; and
- Customers served, based on the previous program year’s actual count of customers served, plus a projected increase or decrease for the applicable program year.

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Other methodologies:

PARTNER	DAYS/WEEK	ASSIGNED OFFICE	OFFICE SHARING/PAYMENT RATIO	# OF STAFF	FTEs BASED ON DAYS/WEEK	% OF TOTAL FTEs	ASSIGNED OFFICE SPACE/ SQUARE FOOTAGE	SQ. FT. PAID FOR BASED ON OFFICE SHARING/PAYMENT RATIO	% OF TOTAL SQUARE FOOTAGE	# OF TELEPHONE LINES	TELEPHONE LINES PAID FOR BASED ON OFFICE SHARING/PAYMENT RATIO	% OF TOTAL TELEPHONE LINES UTILIZED	# OF INTERNET CONNECTIONS	INTERNET CONNECTIONS PAID FOR BASED ON OFFICE SHARING/PAYMENT RATIO	% OF TOTAL INTERNET CONNECTIONS UTILIZED	# OF CUSTOMERS SERVED*	% OF TOTAL CUSTOMERS SERVED
Partner A	5	Office 1	100%	1	1	31.250%	50	50	35.714%	1	1	33.333%	1	1	33.333%	807	36.832%
Partner B	3	Office 2	50%	1	0.6	18.750%	45	22.5	16.071%	1	0.5	16.667%	1	0.5	16.667%	328	14.970%
Partner C	3	Office 2	50%	1	0.6	18.750%		22.5	16.071%	1	0.5	16.667%	1	0.5	16.667%	215	9.813%
Partner D	4	Office 3	80%	1	0.8	25.000%	45	36	25.714%	1	0.8	26.667%	1	0.8	26.667%	718	32.770%
Partner E	1	Office 3	20%	1	0.2	6.250%		9	6.429%	1	0.2	6.667%	1	0.2	6.667%	123	5.614%
TOTALS				5	3.2	100.000%	140	140	100.000%	5	3	100.000%	5	3	100.000%	2191	100.000%

*Customers Served methodology based on previous program year actual numbers, plus a projected increase of 2%.

Steps to Reach Consensus

All parties agree that the steps to reach consensus for this IFA will be the same as described in the MOU's Terms and Conditions. Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget, for the **XYZ WDA** PA CareerLink® network.

Dispute Resolution and Impasse

All parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. In case of disputes, parties shall attempt informal resolution first. Should informal resolution efforts fail, the process outlined in the MOU's Terms and Condition section that details Dispute Resolution must be followed.

If the LWDB, CEO and one-stop partners in a local area employed the dispute resolution process but still reach an impasse related to infrastructure cost funding, the State Funding Mechanism, or SFM, is triggered.

Steps to implement the State Funding Mechanism

Step 1: Notice of failure to reach consensus given to the Governor.

If the parties cannot reach consensus on methods of sufficiently funding a one-stop center's infrastructure costs and the amounts to be contributed by each local partner program, the **XYZ WDB** is required to notify the Governor. Notification must be given to the Governor no later than ninety (90) days before the expiration of the MOU.

Step 2: Negotiation materials provided to the Governor.

The **XYZ WDB** Chair (or designee) must provide the appropriate and relevant materials and documents used in the negotiations to the Governor, preferably at the time of the notification of failure to reach consensus, but no later than five (5) business days^{xiii} thereafter. At a minimum, the **XYZ WDB** Chair (or designee) must provide to the Governor:

- The local WIOA plan
- The cost allocation methodology or methodologies proposed by the partners to be used in determining the proportionate share
- The proposed amounts or budget to fund infrastructure costs
- The amount of partner funds included
- The type of funds (cash, non-cash, and third-party in-kind contributions) available (including all documentation on how partners valued non-cash and third-party in-kind contributions consistent with 2 CFR 200.306)

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- Any proposed or agreed on PA CareerLink® budget (for individual centers or a network of centers), and
- Any partially agreed upon, proposed, Operating Budget(s)
- Any partially agreed upon, proposed, or draft IFAs

The local board may also provide the Governor with additional materials that they or the Governor find to be appropriate.

Step 3: Governor Determinations and Calculations.

The Governor will:

- Determine one-stop center infrastructure budget(s)
- Establish cost allocation methodology(s)
- Determine partners' proportionate shares
- Calculate statewide caps
- Assess the aggregate total of infrastructure contributions as it relates to the statewide cap, and
- Adjust allocations

Once all determinations and calculations are completed, the Governor will notify the **XYZ WDB** Chair (or designee) of the final decision and provide a revised IFA for execution by the parties.

Step 4: Infrastructure Funding Agreement Execution

The Infrastructure Funding Agreement becomes effective as of the date of signing by the final signatory.

Programs may appeal the Governor's determinations of their infrastructure cost contributions in accordance with the process established under 20 CFR 678.750, 34 CFR 361.750, and 34 CFR 463.750.

IFA Modification

All parties agree to abide by the modification process, as outlined in the MOU's Terms and Conditions except as they may relate to modifying annual PA CareerLink® Operating Budgets. The XYZ WDB will comply with L&I directives and guidance regarding operating budget modification.

Effective Period

This IFA is entered into on July 1, 20XX. This IFA will become effective as of the date of signing by the final signatory below and will expire on June 30, 20XX, unless any of the reasons in the MOU's Termination section apply.

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PA CAREERLINK® OPERATING BUDGET

Note: The following narrative is proposed language the LWDB may use to describe the Operating Budget if they choose to do so, and it is also guidance. Further guidance is provided in the PA CareerLink® Operating Budget Bulletin and the PA CareerLink® Operating Budget template; both found within the Financial Management Policy.

The PA CareerLink® Operating Budget, or OB, is an incorporated MOU component. The purpose of this section is to establish a financial plan to fund the services and operating costs of the **XYZ WDA** PA CareerLink® system. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the One-Stop Operating Budget, also known as the PA CareerLink® Operating Budget or Operating Budget, is to develop the overarching parameters in establishing a funding mechanism that:

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

The partners consider the Operating Budget necessary to maintain **XYZ WDA's** high-standard PA CareerLink® system. Furthermore, the Operating Budget will be the actual document that assigns each partner's shared cost, or contribution, of funding to the **XYZ WDA** PA CareerLink® system pursuant to the provisions of this MOU and its subparts. The Operating Budget is a component to this MOU and that all parties may announce their consensus of the Operating Budget through the exchange of correspondence between the local board and partners or by some other agreed upon procedure.

Such agreed upon amendments, or modifications, will become part of this MOU. It includes, but is not limited to, the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure Costs (separately outlined in the Infrastructure Funding Agreement, or IFA),
- Additional Costs (career services and shared services); see WIOA Section 121(i)(1) and 20 CFR Rule 678.760

All costs will be allocated according to partners' proportionate use and relative benefits received and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The 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 parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

- Based upon L&I requirements, partners will provide the **XYZ WDB** with the following information no later than thirty (30) days after the end of each quarter, as applicable:

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- Quarterly cost information and documentation of the actual costs,
- Updated staffing information (per the 1st day of a new program year and the 1st day of each subsequent quarter), and
- Actual customer participation numbers (per the last day of the last month of each quarter).

(Note: The local board or fiscal agent may incorporate the proposed language (the next five bullets) as written or edited into the MOU as appropriate.)

- Upon receipt of the above information, the **XYZ WDB** will:
 - Compare budgeted costs to actual costs,
 - Update the allocation bases, and
 - Apply the updated allocation bases, as described in the Cost Allocation Methodology section above, to determine the actual costs allocable to each partner.
- The **XYZ WDB** will prepare an updated budget document showing cost adjustments and will prepare an invoice for each partner with the actual costs allocable to each partner for the quarter.
- The **XYZ WDB** will submit the invoices to the partners and send a copy of the updated budget to all parties no later than forty-five (45) days after the end of each quarter. The partners understand that the timeliness of the **XYZ WDB**'s preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each partner in providing the necessary cost information. For partners that advance funds to the local area, the **XYZ WDB** will only send a copy of the updated budget.
- Upon receipt of the invoice and adjusted budget, each partner will review both documents and will submit payment to the **XYZ WDB** no later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For partners that advance funds to the local area, the **XYZ WDB** may draw down funds for quarterly payments upon approval via email of the reconciled budget.
- Partners will communicate any disputes with costs in the invoice or the adjusted budget to the **XYZ WDB** in writing. The **XYZ WDB** will review the disputed cost items and respond accordingly to the partner and **XYZ WDB** within ten (10) days of receipt of notice of the disputed costs. When necessary, the **XYZ WDB** will revise the invoice and the adjusted budget upon resolution of the dispute.

Based upon L&I requirements, upon receipt of the above information, the **XYZ WDB**, or **XYZ** Fiscal Agent, will provide an Operating Budget – Financial Status Report, or OB FSR, on or before 45 days after the end of the quarter.

[Attached PA CareerLink® Operating Budget](#)

The parties to the MOU have attached to this MOU a copy of the specified PA CareerLink® service site's PA CareerLink® Operating Budget as required by law.

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MOU AUTHORITY AND SIGNATURE PAGE

It is agreed a completed, signed, and dated MOU Authority and Signature page is required from each MOU signatory official representing a Party to the MOU. Completed MOU Authority and Signature pages are to be submitted to the XYZ WDB. All finalized MOU Authority and Signature pages are to be attached to the MOU and are considered a component of the MOU.

The effective period of this MOU is Month/Day/Year to Month/Day/Year

By signing my name below, I, _____, representing _____, a Party to the MOU, certify that I have read and understand all components that compose this initial, re-negotiated, modified, or renewed MOU. All my questions have been discussed and answered satisfactorily.

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

- MOU
Infrastructure Funding Agreement
Operating Budget

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

- MOU
Infrastructure Funding Agreement
Operating Budget

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

- In three (3) years;
Upon re-negotiation, renewal, modification, or termination; or
On June 30, 20XX, whichever occurs earlier.

Signature _____ Date _____

Print Name and Title _____

Agency Name _____

Agency Contact Information _____

Program funding for this MOU: Federal [] State [] Other []

If Federal provide CFDA #: _____; if State provide appropriation identification: _____

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MOU SAMPLE TEMPLATE ENDNOTES

ⁱ Three (3) PA CareerLink sites are used throughout this sample template; notate the correct number of services sites exist in the LWDA.

ⁱⁱ * Indicate with “Y” if partner is virtually accessible or through cross-trained front desk staff or other, physically co-located, partner staff who can provide information and referrals.

ⁱⁱⁱ ** An FTE (full-time equivalent) is the hours worked by one employee on a full-time basis. The concept is used to convert the hours worked by several part-time employees into the hours worked by full-time employees. On an annual basis, an FTE is 2,080 hours, which is calculated as eight hours per day or 40 hours per work week. This information should be aligned with the initial Operating Budget and supporting documentation, i.e., Staffing Survey.

^{iv} The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement.

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

^{vi} The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement.

^{vii} The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement.

^{viii} The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement.

^{ix} The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement.

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

^{xi} The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement.

^{xii} The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement.

^{xiii} The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement.