



Gaston County

Gaston County
Board of Commissioners
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DHHS - Social Services Division Board Action

File #: 19-411

Commissioner Chad Brown - DHHS (Social Services Division) - To Request Permission to Enter into an MOU for the NCWorks Career Center of Gaston County

STAFF CONTACT

Angela Karchmer - Social Services Director - 704-862-7930

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The WIOA program is requesting permission to enter into an MOU for the NCWorks Career Center of Gaston County by which partnerships are established with community resources and programs to provide employment services for local and regional businesses and job seekers. This MOU establishes the importance of partnering with community agencies, other service providers and state programs to deliver an array of choices to all customers that access the Center whether in person or virtually. This agreement does not have a budgetary impact requiring no County dollars.

POLICY IMPACT

N/A

ATTACHMENTS

Memorandum of Understanding

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	CBrown	JBrown	AFraley	BHovis	TKelgher	TRhillbeck	RWorley	Vote
2019-281	10/22/2019	RW	AF	A	A	A	A	AB	A	A	U

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A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS



PY 2019-20

Memorandum of Understanding

Gaston Local Area Workforce Development

(The structure of this document has been developed in accordance with DWS Policy Statement Number 09-2019, Change 1 issued 8/9/19 & style from WorkforceGPS)

NC Works Career Center Memorandum of Understanding

The Gaston Workforce Development Board, with the agreement of the Chief Elected Official, shall develop and enter into this Memorandum of Understanding between the Gaston Workforce Development Board and the One-Stop Partners under the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128, concerning the operation of the One-Stop delivery system.

I. Required Partners WIOA 121 (b)(1)(B)

1. Title I *Adult, Dislocated Workers, Youth, Job Corps, Youth Build, National Farmworkers Jobs Program (NFJP) and Native American Programs*
2. Programs authorized under the *Wagner-Peyser Act*
3. *Adult education and literacy* activities authorized under title II;
4. Programs authorized under title I of the *Rehabilitation Act* of 1973
5. Activities authorized under title V of the *Older Americans Act* of 1965
6. *Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act* of 2006
7. Activities authorized under chapter 2 of title II of the *Trade Act* of 1974
8. Activities authorized under chapter 41 of title 38, United States Code: *Job Counseling, Training, and Placement Service for Veterans*
9. Employment and training activities carried out under the *Community Services Block Grant Act*
10. Employment and training activities carried out by the *Department of Housing and Urban Development*;
11. Programs authorized under State *unemployment compensation* laws
12. Programs authorized under section 212 of the *Second Chance Act* of 2007; and
13. Programs authorized under part A of title IV of the *Social Security Act: Temporary Assistance For Needy Families*

II. Additional Partners

The Gaston Workforce Development Board may have specialized centers to address special needs, such as the needs of dislocated workers, youth, or key industry sectors or clusters. With the approval of the Gaston Workforce Development Board and Chief Elected Official, *the following entities may be additional One-stop partners at any time they deem it beneficial to both parties to do so.*

1. *Employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under section 1148 of the Social Security Act*
2. *Employment and training programs carried out by the Small Business Administration*
3. *Programs authorized under Section 6(d)(4) of the Food and Nutrition Act of 2008*
4. *Work programs authorized under section 6(o) of the Food and Nutrition Act of 2008*
5. *Programs carried out under Section 112 of the Rehabilitation Act of 1973*
6. *Programs authorized under the National and Community Service Act of 1990*
7. *Other appropriate Federal, State, or Gaston programs, including employment, education, and training programs provided by public libraries or in the private sector.*

III. Roles and Responsibilities WIOA Section 121 (b)(1)(A)

Each required partners of the One-Stop Delivery System shall:

- a.) Provide access through the one-stop delivery system, including making the career services (eligibility determination, outreach, initial assessment, labor exchange service, job search, recruitment, referrals, job listings, training provider information, local area performance, supportive service information, financial aid assistance, career planning, financial literacy, and more) that are applicable to the program or activities available at the one-stop centers.
- b.) Use a portion of the funds available for the program and activities to maintain the one-stop delivery system, including payment of the infrastructure costs of one-stop centers.
- c.) Enter into a Local Memorandum of Understanding (shown by signature on this document) with the Gaston Workforce Development Board, relating to the operation of the One-stop system.
- d.) Participate in the operation of the One-stop system consistent with the terms of this Memorandum of Understanding, the requirements of this title, and the requirements of the Federal laws authorizing the program or activities.
- e.) Use a common one-stop delivery system identifier (in North Carolina this is NCWorks).
- f.) Identify strategies to meet the needs of individuals with barriers to employment.

Information:

State	North Carolina
Local Workforce Development Area	Gaston
Local Workforce Development Board	Gaston
One-Stop Operator	Division of Workforce Solutions
Chief Elected Official (Chairman of County Commissioners) (Comprehensive American Job Center)	Tracy Philbeck eff. 1/2019
(Affiliate American Job Centers - Career Center Manager)	NCWorks Career Center - Gaston
(Affiliate American Job Centers)	Two-Hawk Workforce Services
Local Workforce Development Board Website	DHHS-Career Resource Ctr www.gastonworks.com
State law governing the exchange and handling of confidential, private, or otherwise protected information by public entities	https://www.ncleg.net/EnactedLegislation/Statutes/HTML/ByChapter/Chapter_132.html
Policy guidance regarding MOU (memorandum of understanding) & IFA (infrastructure funding agreement) current as of 9/15/2019.	<p>*DWS Policy Statement: PS 04-2016 Local Plan Instructions for 2016-2020</p> <p>First published: Mar 14, 2016</p> <p>Document Status:</p> <ul style="list-style-type: none"> • Active <p>*DWS Policy Statement PS 03-2019 Updates to Local Plan Instructions for 2019</p> <p>Last updated: Apr 2, 2019 First published: Apr 2, 2019</p> <p>Document Status:</p> <ul style="list-style-type: none"> • Active <p>*DWS Policy Statement PS 09-2019, Change 1 issued 8/9/2019 NCWorks Career Center Memorandum of Understanding and Partner Infrastructure Funding Agreement</p> <p>*TEGL's 16-16: One-Stop Operations Guidance for the American Job Center Network</p> <p>Date January 18, 2017 Expiration Date Continuing</p> <p>Rescissions: None</p> <p>TEGL 16-16 Change 1: One-Stop Operations Guidance for the American Job Center Network</p> <p>Date June 16, 2017 Expiration Date Continuing</p> <p>Rescissions: None</p> <p>TEGL 17-16: Infrastructure Funding of the One-Stop Delivery System</p> <p>Date January 18, 2017 Expiration Date Continuing</p> <p>Rescissions: None</p> <p>*WIOA LAW Sec 122.a.</p>

Gaston WDA - DRIVING PRINCIPLES

In developing this MOU, these driving principles were essential:

A focus on strategies that will effectively serve job seeker and business customers and promote the overall well-being of the Local community through economic growth.

A design that enables compliance and, simultaneously, facilitates:

- The WIOA vision,
- Services tailored to meet the needs of regional employers through, for example, sector strategies,
- Services tailored to meet the needs of local job seekers through career pathways, talent pipelines, and related approaches,
- Transparency, efficiency, elimination of duplication, and

Active collaboration of all Partners and complete participation in Local negotiations in a good faith effort to reach fair agreements in all areas.

Introduction

This MOU is between the Gaston Local Area Workforce Development Board (Local WDB), the American Job Center Network Partners, and the Chief Elected Official (CEO), Tracy Philbeck, Chairman of the Gaston County Board of Commissioners. They are collectively referred to as the “Parties” to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the two American Job Centers in the Gaston Local Workforce Development Area (Local WDA). The Gaston Local Area WDB provides local oversight of workforce programming for the Gaston Local WDA.

The Gaston Local Area WDB, with the agreement of the CEO, has (competitively) selected the Division of Workforce Solutions as the one-stop operator for the NCWorks Career Center - Gaston, as further outlined in the One-Stop Operator Section. The One-stop operator of the DHHS Career Resource Center is Two Hawk Workforce Services.

The One-Stop Operating Cost and Infrastructure Funding Agreement establish a financial plan, including terms and conditions, to fund the services and operating costs of the NCWorks Career Center - Gaston. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the Gaston Local WDA’s high-standard American Job Center network.

The Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall Gaston County community.

The Gaston Local WDB seeks to establish a system whereby 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 (MOU) is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the Gaston Local WDA create a seamless, customer-focused American Job Center network that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, partners are able to build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

Vision

Empower Gaston County 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

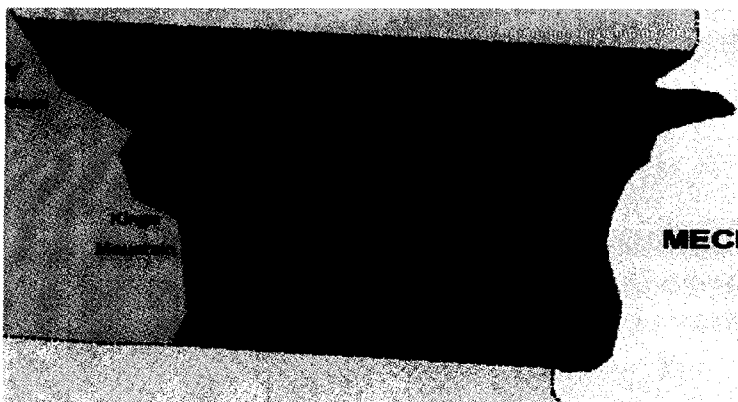
To establish a workforce system that provides data-driven and employer-validated talent solutions through the integration of education, workforce, and economic development resources across systems.

System Structure

American Job Centers

The Gaston Local WDA has two adult American Job Centers, also known as one-stop centers. They are designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act, the centers offer an array of services designed to match talent with opportunities.

The Gaston Local WDAs' two American Job Centers are located in Western and Central Gaston County.



❖ NCWorks Career Center - Gaston (Comprehensive)

Claudette Argabrite, Career Center Mgr	(704) 853-5328 Ext 218
1391 Bessemer City Rd, Gastonia, NC	claudette.argabrite@nccommerce.com
Mon-Thurs 8:00-4:30 & Fri 8:00-1:00	www.ncworksgaston.com

❖ DHHS Career Resource Center (Affiliate)

Christen Robinson, WIOA Program Mgr	(704) 862-7964
330 Dr Martin Luther King Jr Way, Gastonia	Christen.Robinson@ncworks.gov
Mon-Thurs 8:00-4:30 Fridays 8:00-1:00 Closed Daily for Lunch 1:00-2:00 p.m.	www.ncworksgaston.com

One Stop Operator

The Gaston Local WDB selected the one-stop operator, Division of Workforce Solutions, for the NCWorks Career Center - Gaston through a competitive process in accordance with the Uniform Guidance¹, WIOA, and its implementing regulations. All documentation for the competitive one-stop operator procurement and selection process is published and may be viewed on the Gaston Local Area WDB website at: www.gastonworks.com. The State requires that the one-stop operator is re-competed at least every three years. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator. The Gaston Local WDB is in the process of obtaining board approval for the contracted One-Stop Operator position effective 10/1/2019.

The Gaston Local WDB designated Two Hawk Workforce Services as the one-stop operator for the DHHS Career Resource Center. *Due to being an "Affiliate Career Center", this location does not fall under competitive procurement process requirements when designating the one-stop operator nor is it mandated to have Required Career Center Partners designated to work there.*

¹ Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance), including the Office of Management and Budget's (OMB) approved exceptions for the U.S. Department of Labor at 2 CFR part 2900.

Partners

REQUIRED PARTNERS - Physically Co-Located at a Gaston LA American Job Center - 4 HRS PER WEEK MINIMUM				
Partner Program	Partner Organization	Authorization/Category	Signatory Official-Name & Title	Contact Information
Adult Education	Gaston College	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Dr. Dennis McElhoe, Vice President, Economic & Workforce Development	201 Highway US 321 South, Dallas, NC 28034 (704) 922-6200 Mcelhoe.dennis@gaston.edu
	Gaston Literacy Council		Linda McConnell, Executive Director	116 Dr Martin Luther King Jr Way, Gastonia, NC 28052 (704)868-4815 execdir@gastonliteracy.com
	North Carolina Community Colleges (NCCCC)		Gilda Rubio-Festa, Associate Vice President, College Career Readiness	5016 Mail Service Center, Raleigh, NC 27699-5016 (919)807-7132 Rubio-festag@nccommunitycolleges.edu
Community College	Gaston College	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Dr. Dennis McElhoe, Vice President, Economic & Workforce Development	201 Highway US 321 South, Dallas, NC 28034 (704) 922-6200 Mcelhoe.dennis@gaston.edu
Community Services Block Grant Act (CSBG)	DHHS - Gaston County Department of Health & Human Services	Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	Chris Dobbins, Director of Gaston County DHHS	330 Dr Martin Luther King Jr Way, Gastonia, NC 28052 (704) 866-3000 chris.dobbins@gastongov.com
Department of Probation, Parole, and Pardon Services	Department of Probation, Parole, and Pardon Services	Reentry Employment Opportunities (REO) programs (formerly FOI) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec.169	N/A – No “Second Chance Act” funded programs w/in 10 mile radius in Gaston Local Area (Per guidance of Second Chance Act-Sec 112 & WIOA Sec 212 –Responsible re-integration of offenders.)	Mailing Address Phone & E-mail N/A
Department of Rehabilitation Services	NC Dept of Health & Human Services - Vocational Rehabilitation in Gaston Co	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	Vanessa Trapp-Spann, Unit Manager	109 W Eighth Ave, Gastonia, NC 28054 (704) 853-5358 vanessa.trapp.spann@dhhs.nc.gov
Job Corps	Adam & Associates	Job Corps, WIOA Title I, Subtitle C	No Office in Gaston County	Mailing Address Phone & E-mail N/A
State Housing Finance and Development Authority	State Housing Finance and Development Authority - Gastonia Housing Authority	Employment and training activities carried out by the Department of Housing and Urban Development (HUD)	Teri Sanford Assistant Executive Director	PO Box 2398, Gastonia, NC 28053 346 W. Long Ave Gastonia, NC 28052 (704) 864-6771 t.n.sanford@ghanc.org

REQUIRED PARTNERS - Physically Co-Located at a Gaston LA American Job Center - 4 HRS PER WEEK MINIMUM

Partner Program	Partner Organization	Authorization/Category	Signatory Official-Name & Title	Contact Information
Jobs for Veterans State Grants (JVSG)	NC Department of Commerce Division of Workforce Solutions	Jobs for Veterans State Grants (JVSG), authorized under Chapter 41 of title 38, U.S.C.	Elizabeth Crabill Chief Deputy Secretary	1391 Bessemer City Rd, Gastonia, NC 28052 (704) 853-5328 veronica.grantham@nccommerce.com
Temporary Assistance for Needy Families (TANF)	Department of Health and Human Services	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) ³	Chris Dobbins, Director of Gaston County DHHS	330 Dr Martin Luther King Jr Way, Gastonia, NC 28052 (704) 866-3000 chris.dobbins@gastongov.com
Trade Adjustment Assistance (TAA)	NC Department of Commerce Division of Workforce Solutions	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Elizabeth Crabill Chief Deputy Secretary	Forward through Elizabeth Kurzer, NC Commerce Planner
Wagner-Peyser Employment Services (ES)	NC Department of Commerce Division of Workforce Solutions	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Elizabeth Crabill Chief Deputy Secretary	Forward through Elizabeth Kurzer, NC Commerce Planner
WIOA Adult, Dislocated Worker, and Youth programs	Gaston WDB contracts with: Two Hawk Workforce Services for Adult/DW & Gaston College for Youth	WIOA title I Adult, Dislocated Worker, and Youth Programs	Angela Karchmer Gaston Local Area Workforce Development Board Director	330 Dr Martin Luther King Jr Way, Gastonia, NC 28052 (704) 862-7930 angela.karchmer@gastongov.com
Senior Community Employment Service Program (SCSEP)	Senior Community Employment Service Program Contractor- Gaston College	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	Dennis McElhoe, Vice President, Economic & Workforce Development	201 Highway US 321 South, Dallas, NC 28034 (704) 922-6200 mcElhoe.Dennis@gaston.edu

³ Per 20 CFR 678.405(b), the TANF program is not exempt from being a required partner in the American Job Center network. Also note that information about/apply for the Supplemental Nutrition Assistance Program (SNAP) through the Department of Health and Human Services partner staff

REFERRAL PARTNER ONLY - Not Physically Co-Located at a Gaston LA American Job Center⁴

Partner Program	Partner Organization	Authorization/Category	Signatory Official-Name & Title	Contact Information
Commission of Native American Affairs – Indian & Native American Programs	Lumbee Regional Development Association, Inc	Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221	Roderick Locklear, WIOA Director of Lumbee Regional Development Assoc Inc. (LRDA)	P.O. Box 68, Pembroke, NC 28372 (910) 521-8602 rlocklear@lumbee.org
Unemployment Insurance (UI)	NC Dept. of Labor- Division of Employment Security (DES)	Unemployment Insurance (UI) programs under state unemployment compensation laws	Elizabeth Crabill Chief Deputy Secretary	Forward through Elizabeth Kurzer, NC Commerce Planner
Services for the Blind	NC Dept of Health & Human Services - Vocational Rehabilitation	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	Eddie Everett, Area Rehabilitation Supervisor	5501 Executive Center Dr, Suite 102, Charlotte, NC 704-563-4168 eddie.everett@dhhs.nc.gov
Financial Counseling Services	Financial Counseling Services	Additional Partner	N/A – Online Referral Partner Only	Charlotte, NC

⁴ These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff that can provide information and referrals. An individual may also file a UI claim in person using one of the telephones or computers available in the American Job Centers.

Terms and Conditions

Partner Services

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

BUSINESS SERVICES

Serve as a single point of contact for businesses, responding to all requests in a timely manner

Provide information (referrals) related to Unemployment Insurance taxes and claims

Assist with disability and communication accommodations, including job coaches

Conduct outreach regarding Local workforce system's services and products

Conduct on-site Rapid Response activities regarding closures and downsizings

Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies

Provide access to labor market information

Provide customized recruitment and job applicant screening, assessment and referral services

Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers

Assist with the interpretation of labor market information

Conduct job fairs

Develop customized training opportunities (or referrals) to meet specific employer and/or industry cluster needs

Use of one-stop center facilities for recruiting and interviewing job applicants

Consult on human resources issues

Coordinate with employers to develop and implement Business Edge (layoff aversion) strategies

Post job vacancies in the state labor exchange system (NCWorks) and take and fill job orders

Provide information regarding disability awareness issues

Provide incumbent worker upgrade training through various modalities, when available locally.

Provide information regarding workforce development initiatives and programs

Provide information regarding assistive technology and communication accommodations

Develop, convene, or implement industry or sector partnerships

JOB SEEKER SERVICES

Basic Career Services

Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system

Initial assessments of skill level(s), aptitudes, abilities and supportive service needs

In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)

Access to employment opportunity and labor market information

Performance information and program costs for eligible providers of training, education, and workforce services

Information on performance of the Local workforce system

Information on the availability of supportive services and referral to such, as appropriate

Information and meaningful assistance on Unemployment Insurance claim filing

Determination of potential eligibility for workforce Partner services, programs, and referral(s)

Information and assistance in applying for financial aid for training and education programs not provided under WIOA

Individualized Career Services

Comprehensive and specialized assessments of skills levels and service needs

Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals

Referral to training services

Group counseling

Literacy activities related to work readiness

Individual counseling and career planning

Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance

Work experience, transitional jobs, registered apprenticeships, and internships

Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training

Post-employment follow-up services and support (→ *This is not an individualized career service, but listed here for completeness.*)

Training

Occupational skills training through Individual Training Accounts (ITAs)

Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above

On-the-Job Training (OJT)

Incumbent Worker Training - Locally

Programs that combine workplace training with related instruction which may include cooperative education

Training programs operated by the private sector

Skill upgrading and retraining

Entrepreneurial training

Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training

Other training services as determined by the workforce partner's governing rules

YOUTH SERVICES

Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.

Paid and unpaid work experiences that have as a component academic and occupational education, which may include:

Summer employment opportunities and other employment opportunities available throughout the school year,
Pre-apprenticeship programs,
Internships and job shadowing, and
On-the-job training opportunities.

Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

Supportive services.

Follow-up services for not less than 12 months after the completion of participation, as appropriate.

Financial literacy education.

Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.

Alternative secondary school services, or dropout recovery services, as appropriate.

Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.

Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.

Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.

Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.

Entrepreneurial skills training.

Activities that help youth prepare for and transition to postsecondary education and training.

Partner On Site Representation Schedule - REQUIRED PARTICIPATION HOURS

NCWorks Career Center - Gaston (Comprehensive)

<u>Partner Program</u>	<u># of Staff</u>	<u>Weekly Staff Hours</u>	<u>Service Provided</u>	<u>Contact:</u>
Adult Education - Gaston Literacy Council	1	4	Title or CRC	
Gaston College	1	4	Title or CRC	
Community College - Gaston College	2	16	Title or CRC	
CSBG	0	0	Included in TANF	
Department of Commerce - Additional Programs	0	0	N/A	
Department of Probation, Parole, and Pardon Services-REO	0	0	N/A	
Department of Rehabilitation Services - VR	1	4	Title or CRC	
SCCEP - Gaston College	1	4	Title or CRC	
Job Corps	0	0	Title or CRC	
JVSG- Jobs for Veterans State Grant (1=½ & 1=½)	1	48	Title or CRC	
State Housing Finance & Development Authority-Gastonia Housing Authority	1	4	1.0 Title or CRC	
TANF	1	4	Title or CRC	
TAA	1	40	Title or CRC	
Wagner-Peyser ES	7	280	Title or CRC	
WIOA Adult, Dislocated Worker, and Youth Programs	8	320	Title or CRC	
Commission of Native American Affairs – Indian & Native American Programs				<i>These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff that can provide information and referrals.</i>
UI - Division of Employment Security				
TOTALS	25	728		

Below is Obsolete effective 3/1/2019 – FTE's are no longer counted. Instead Total Number of Staff are counted.

⁵ 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 considered to be 2,080 hours, which is calculated as 8 hours per day or 40 hours per work week.

Note: The Gaston Local WDB designated Two Hawk Workforce Services as the one-stop operator for the DHHS Career Resource Center. Due to being an "Affiliate Career Centers this locations doesn't fall under competitive procurement process requirements when designating the one-stop operator(s) nor are they mandated to have Required Career Center Partners designated to work in this career center. Additionally, this career center is an "Affiliate Center" and is not required to have an IFA.

DHHS - Career Resource Center (Affiliate)

Partner Program	# of Staff	Weekly Staff Hours	Service Provided
Adult Education - Gaston Literacy Council	0	0	
Gaston College	0	0	
Community College - Gaston College	0	0	
CSBG	0	0	
Department of Commerce	0	0	
Department of Probation, Parole, and Pardon Services-REO	0	0	
Department of Rehabilitation Services - VR	0	0	
SCCEP-Gaston College	0	0	
Job Corps	0	0	
JVSG- Jobs for Veterans State Grant	0	0	
State Housing Finance & Development Authority-Gastonia Housing Authority	0	0	
TANF	0	0	
TAA	0	0	
Wagner-Peyser ES	0	0	
WIOA Adult, Dislocated Worker, and Youth Programs	2	60	Title or CRC
Commission of Native American Affairs	<i>These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff that can provide information and referrals.</i>		
UI - Division of Employment Security			
TOTALS	2	60	

⁵ 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 considered to be 2,080 hours, which is calculated as 8 hours per day or 40 hours per work week.

Note: The Gaston Local WDB designated Two Hawk Workforce Services as the one-stop operator for Gaston Career Center - East and the DHHS Career Resource Center. Due to being "Affiliate Career Centers, both of these locations do not fall under competitive procurement process requirements when designating the one-stop operator(s) nor are they mandated to have Required Career Center Partners designated to work in each career center. Additionally, this career center is an "Affiliate Center" and is not required to have an IFA.

Roles and Responsibilities of Partners

(Additional)

The Parties to this agreement will work closely together to ensure that all Gaston American Job Centers are high-performing work places with staff that will ensure quality of service.

◆ All Parties

All Parties to this agreement shall comply with:

- ❖ Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- ❖ Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- ❖ Section 504 of the Rehabilitation Act of 1973, as amended,
- ❖ The 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,
- ❖ Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- ❖ The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- ❖ Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- ❖ The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- ❖ all amendments to each, and
- ❖ all requirements imposed by the regulations issued pursuant to these acts.

Additionally, all Parties shall:

- ❖ Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- ❖ Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- ❖ 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 Gaston Local WDA is **Tracy Philbeck**, Chairman of the Gaston County Board of Commissioners. The CEO will, at a minimum:

- ❖ In Partnership with the Gaston Local Area WDB and other applicable Partners within the planning region, develop and submit a single local area plan that includes a description of the activities that shall be undertaken by the Gaston Local WDB and Partners (if applicable).
- ❖ Approve the Gaston Local 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 Gaston Local WDB to oversee the operations of the Gaston Local WDA American Job Center network.

◆ Gaston Local WDB, Director, and/or Designated Staff

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

- ❖ Submit a Local WDA plan that includes a description of the activities that shall be undertaken by the Local WDB and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies,
- ❖ Develop the Gaston WDA vision, goals, objectives, and workforce-related policies,
- ❖ In cooperation with the Local CEO, design and approve the American Job Center network structure. This includes, but is not limited to:
 - Adequate, sufficient, and accessible one-stop center locations and facilities,
 - Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and 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 American Job Center network,
- ❖ Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners,
- ❖ Leverage additional funding for the American Job Center network, if applicable, to operate and expand one-stop customer activities and resources, and
- ❖ Review and evaluate performance of the Gaston Local WDA and one-stop operator,
- ❖ Development and submission of the local plan,
- ❖ Implement and execute the local 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 to the Local WDB and CEO, and
- ❖ Oversee negotiations and maintenance of MOUs with one-stop Partners.

◆ One-Stop Operator

The Division of Workforce Solutions will employ one (1) Contracted Center Manager (see American Job Centers section above) who will act as “functional” leadership of the comprehensive American Job Center. As such, they will have the authority to organize and supervise Partner staff, in order 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 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 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 Local WDB in establishing and maintaining the American Job Center network structure. This includes but is not limited to:
 - Ensuring that State requirements for center certification are met and maintained,
 - Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible,
 - Ensuring that Gaston Local Area WDB policies are implemented and adhered to,
 - Adhering to the provisions outlined in the contract with the Gaston Local WDB and the Gaston Local Area WDB Business Plan,
 - Reinforcing strategic objectives of the Gaston Local WDB to Partners, and
 - Ensuring staff are properly trained by their functional leadership and provided technical assistance, as needed.
- ❖ Integrate systems and coordinate services for the center and its Partners, placing priority on customer service.
- ❖ 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. Welcome & Employment Teams, Skills Team or Employer Services Team. Assign functional leaders, to the teams of staff members, who are capable of carrying out such functions, therefore insuring that the highest quality service is being provided to customers of the American Job Centers.
- ❖ 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 American Job Center network performance. This includes but is

not limited to:

- Providing and/or contributing to reports of center activities, as requested by the Gaston Local 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 Local 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) in order to facilitate efficient and effective center operations,
- Evaluating customer satisfaction data and propose service strategy changes to the Gaston Local WDB based on findings, and
- Manage **fiscal responsibilities** and records for the center. This includes assisting the Local WDB with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

The Division of Workforce Solutions is not allowed to assist in the development, preparation and submission of 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 Local WDB. Gaston Local Area WDB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

◆ Partners

Each Partner (if applicable) commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. ***At least 25% of the center's workforce development front line staff will achieve a Career Development Facilitator (CDF) certification.***

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, 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 (Career Center Leadership and Management Team 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) are 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 all of 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 Local 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 American Job Center network 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)).

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.

Referrals

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

- ❖ Familiarize themselves with the basic eligibility criteria and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the Gaston Local Area American Job Center network,
- ❖ Offer partner materials which summarizes their program requirements and make them available for other Partners and customers,
- ❖ Develop and utilize common intake, eligibility determination, assessment, and registration forms (if applicable),
- ❖ *Provide substantive "soft-handoff" referrals – in accordance with the Gaston Local Area Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under each applicable partner program(s),*
- ❖ Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- ❖ Commit to robust and ongoing communication at scheduled leadership/management team meetings, at the NCWorks Career Center – Gaston, required for an *effective referral process*, and
- ❖ Commit to actively follow up on the results of referrals and assuring that all applicable Partner resources are being leveraged at an optimal level to alleviate the customers' barriers.

Outreach

The Gaston Local Area WDB and its Partners will discuss strategic outreach planning at scheduled leadership/management team meetings to include the following:

- ❖ Specific steps to be taken by each partner,
- ❖ An outreach plan to the local area's human resources professionals,
- ❖ An outreach and recruitment plan to the local areas 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.

COMMON IDENTIFIER - BRANDING

When considering the development of new outreach materials, it is noteworthy that one-stop delivery systems are required to include a common one-stop delivery system identifier, in addition to using any State- or locally-developed identifier in the identification of products, programs, activities, services, facilities, and related property and materials. The American Job Center Network is a unifying name and brand that identifies online and in-person workforce development services as part of a single network. To access and complete the Terms of Use agreement and graphic downloads of the logo and tag-line for your use go to <https://www.dol.gov/ajc>. For more information and resources go to: <https://ion.workforcegps.org/resources/2016/09/30/12/11/AJC-Common-Identifier-and-Branding>. See the next pages 1-5 for the American Job Center Graphic Style Guide for Partners.

american**jobcenter**[®]

GRAPHIC STYLE GUIDE FOR PARTNERS



UNITED STATES DEPARTMENT OF LABOR

DISPLAY FONTS & COLORS

CAMPAIGN FONTS

Frutiger Roman

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Frutiger Black

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

LOGO TYPE TREATMENT

american^{star}jobcenter[®]

Generic

american^{star}jobcenter[®]
CALIFORNIA

State-specific

State name typed in Frutiger Black in
lower case initial caps; state name only;
state name justified right

CAMPAIGN COLORS



PMS 661
100C 88M 9Y 0K
47R 66G 14B
#21428e



PMS 1797
14C 100M 92Y 4K
173R 37G 49B
#ad2531

LOGO

CAMPAIGN LOGO

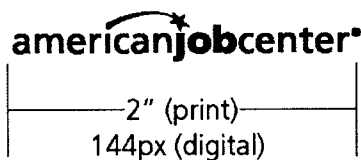
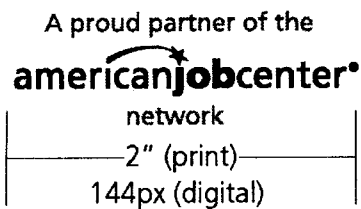


Full color logo:
For use on white backgrounds only



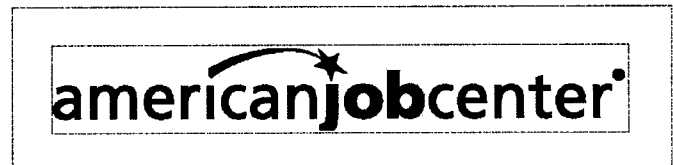
Knock-out logo:
For use on solid campaign color backgrounds
(see page 3). Knock out always to be at 100%.
Logo never appears transparent.

MINIMUM SIZE REQUIREMENTS



Recommended minimum size

LOGO CLEARSPACE



The logo requires one "o" shape of
clearspace on all sides

FILES AVAILABLE FOR DOWNLOAD

IMAGE

FORMAT / DIMENSIONS

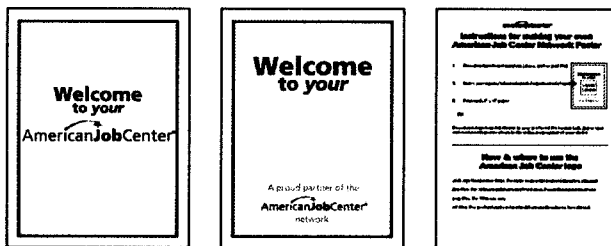
PRINT FILES



PRINT COLLATERAL LOGO

.EPS / .JPG / .PNG / .TIF

COLOR & B&W / FOR WEB & PRINT



PRINTED POSTER (SCALABLE TO SIZE)

.DOCX / .JPG / .PDF / .PSD

AJC-ONLY / PARTNER / INSTRUCTION SHEET

WEB FILES

A proud partner of the AmericanJobCenter[®] network

A proud partner of the
AmericanJobCenter[®]
network

WEB BANNERS

468 x 60 / 728 x 90

HORIZONTAL & STACKED

A proud partner of the
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network

WEB BUTTONS

120 x 60 / 120 x 90 / 125 x 125

STACKED

IV. Costs of Services (WIOA Regulations 678.700, USDOL Dec 27, 2016: Infrastructure Funding Guidance)

Steps to Reach Consensus

1. Notification of Partners

The Gaston Local WDB Chair (or designee) must notify all Parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

2. Meeting

The Gaston Local WDB is responsible for convening all required (and optional - if applicable) American Job Center Partners. The meeting will be hosted to allow for the MOU to be developed in good faith and from an open and transparent environment.

At the meeting, the Gaston Local WDB Director (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 concerns and are fully aware of expectations and the overall process.

3. Negotiations

All relevant documents must be received by the Gaston LA WDB Director (or designee) to complete the drafting of the MOU. Additional formal or informal meetings (informational and negotiation sessions) may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all Parties.

4. Draft MOU

The Gaston Local Area WDB (or designee) must email a complete draft of the MOU to all Parties.

5. Review and Comment

After the receipt of the draft MOU, all Parties must review and return feedback, within the time designated, to the Gaston Local Area WDB Director (or designee). The Gaston Local Area WDB Director (or designee) will be responsible to notify all American Job Center Partners to the MOU of the comments.

6. Final Version MOU

After the final version of the MOU is created, the Gaston Local Area WDB Director (or designee) will forward it to all American Job Center Partners for electronic signature & date by the Signatory Official, to be returned by the designated deadline.

Modification Process

1. Notification

When a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

2. Discussion/Negotiation

Upon notification, the Gaston Local Area WDB Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners 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 Gaston Local 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 Gaston Local WDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the Gaston Local WDB Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a Partner is unwilling to agree to the MOU modification, the Gaston Local WDB Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

3. Signatures

The Gaston Local WDB Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the Gaston Local 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.

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 after receiving written notice from the Gaston Local Area 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 Gaston WDB Chair (or designee), who will notify 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 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 renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

Effective Period

This MOU is entered into on January 1, 2018. This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2020, unless any of the reasons in the Termination section above apply.

One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the Gaston Local WDA American Job Center. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- ❖ Establishes and maintains the Local workforce delivery system at a level that meets the needs of 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 American Job Center Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely 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 this one-stop operating budget the 'master budget' that is necessary to maintain the Gaston Local WDA's high-standard American Job Center.

- ❖ Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- ❖ Career services (if applicable), and
- ❖ Shared services (if applicable).

All costs must be: included in the MOU; allocated according to Partners' proportionate use and relative benefits received; and reconciled on an annual basis in the first month of the new program year against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

COST CATEGORIES

Please refer to TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System.

ADDITIONAL PARTNERS AND OTHER EXCEPTIONS

The Gaston WDB chooses to make all Partners aware of the following information (as outlined in TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System):

The SFM does not apply to additional partners and cannot be triggered by an additional partner's disagreement on the terms of the IFA or their refusal to sign the IFA. While additional partners are not subject to the SFM, they still can be required to contribute to one-stop infrastructure cost funding consistent with the requirements for one-stop Partner contributions in WIOA, 20 CFR Part 678, and the Uniform Guidance at 2 CFR Part 200 or provide in-kind contributions (to include - but not limited to) hours served in the NCWorks Career Center - Gaston.

Under the SFM, for required Partner programs in which grant awards are made to entities that are independent of the authority of the Governor, such as Job Corps center contractors or grant recipients of the U.S. Department of Labor national programs, the determination of the amount each of the applicable partners must contribute to assist in paying the infrastructure costs of one-stop centers continues to be made by the Governor, through the authority granted to the Governor by WIOA and the regulations.

As required one-stop partners, Native American programs are strongly encouraged to contribute to infrastructure costs, but they are not required to make such contributions under WIOA. Any agreement regarding the contribution or non-contribution to infrastructure costs by Native American programs must be documented in the MOU and must be based on the program's proportionate use and relative benefits received, consistent with the Uniform Guidance. The lack of agreement on infrastructure costs with Native American programs does not trigger the SFM for the Local area, and the Native American programs are not subject to the SFM.

Definitions

One-Stop Delivery System

The one-stop delivery system (herein also referred to as the American Job Center network) brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-stop Partners administer separately funded programs as a set of integrated streamlined services to customers.

[20 CFR 678.300(a); 34 CFR 361.300(a); and 34 CFR 463.300(a)]

Required One-Stop Partners

Department of Labor

- ❖ WIOA title I programs:
 - Adult, Dislocated Worker, and Youth formula programs;
 - Job Corps;
 - Youth Build;
 - Native American programs;
 - Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- ❖ Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
- ❖ Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- ❖ Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- ❖ Unemployment Compensation (UC) programs;
- ❖ Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.;
- ❖ Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

Department of Education

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

Department of Housing and Urban Development

- ❖ Employment and training programs;

Department of Health and Human Services

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

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the Local WDB and chief elected official(s) approve the entity's participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]

Infrastructure Costs

Non-personnel costs that are necessary for the general operation of the one-stop center, including but not limited to applicable facility costs (such as rent), costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. Common identifier costs may be considered as costs of one-stop infrastructure.

[WIOA sec. 121(h)(4); 20 CFR 678.700(a)-(b); 34 CFR 361.700(a)-(b); and 34 CFR 463.700(a)-(b)]

Additional Costs

Must include the costs of the provision of career services in Sec. 134(c)(2) applicable to each program consistent with Partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200 and may include shared operating costs and shared services.

[WIOA Sec. 121(i)(1); 20 CFR 678.760(a); 34 CFR 361.760(a); 34 CFR 463.760(a); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

Shared Operating Costs and Shared Services

Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop Partners, and business services.

[WIOA sec. 121(i)(2); 20 CFR 678.760(b); 34CFR 361.760(b); 34 CFR 463.760(b); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

One-Stop Operating Budget

The one-stop operating budget of one-stop centers or American Job Centers (AJC) is the financial plan that the one-stop partners, the CEO, and the Local WDB have agreed to in the MOU that will be used to achieve their goals of delivering services in the Gaston Local Area. The MOU must contain, among other things, provisions describing how the costs of shared services provided by the one-stop system and the operating costs of such system will be funded, including the infrastructure costs for the one-stop system (WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b)).

The one-stop operating budget may be considered the master budget that contains a set of individual budgets or components that consist of costs that are specifically identified in the statute: infrastructure costs, defined in WIOA sec. 121(h)(4); and additional costs which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the one-stop delivery system and do not constitute infrastructure costs. These additional costs are described in WIOA sec. 121(i). The one-stop operating budget must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflect a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the one-stop center and relative benefit received. The one-stop operating budget may be further refined by the one-stop partners, as needed, to assist in tracking their contributions. It may be necessary at times to separate the budget of a comprehensive one-stop center from a specialized one-stop center or an affiliate one-stop center.

One-Stop operating costs include infrastructure costs and additional costs, which are made up of applicable career service, shared operating costs and shared services.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 3-4)]

Infrastructure Funding Agreement (IFA)

The IFA contains the infrastructure costs budget that is an integral component of the overall one-stop operating budget. The other component of the one-stop operating budget consists of applicable career services, shared operating costs, and shared services, which are considered additional costs. While each of these components covers different cost categories, an operating budget would be incomplete if any of these cost categories were omitted, as all components are necessary to maintain a fully functioning and successful local one-stop delivery system. Therefore, the Departments strongly recommend that the Local WDBs, one-stop partners, and CEOs negotiate the IFA, along with additional costs when developing the operating budget for the local one-stop system. The overall one-stop operating budget must be included in the MOU. IFAs are a mandatory component of the local MOU, described in WIOA sec. 121(c) and 20 CFR 678.500 and 678.755. Similar to MOUs, the Local WDB may negotiate an umbrella IFA or individual IFAs for one or more of its one-stop centers.

The Departments also consider it essential that the IFA include the signatures of individuals with authority to bind the signatories to the IFA, including all one-stop partners, CEO, and Local WDB participating in the IFA.

Changes in the one-stop Partners or an appeal by a one-stop partner's infrastructure cost contributions will require a renewal of the MOU.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 17-18 and Attachment II)]

Funding Types

Cash

- ❖ Cash funds provided to the Local WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

Non-Cash²⁷

- ❖ Expenditures incurred by one-stop Partners on behalf of the one-stop center; and
- ❖ Non-cash contributions or goods or in-kind services contributed by a Partner program and used by the one-stop center.

Third-party In-kind⁵

- ❖ Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:
 - Support the one-stop center in general; or
 - Support the proportionate share of one-stop infrastructure costs of a specific partner.

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760]

^{*27} The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at ² CFR 200.306.

V. Funding Definitions

- a.) **Cash and In-Kind for Ongoing One-Stop Delivery System Operators**
Non-cash contributions must be valued consistent with 2 CFR 200.306 and reconciled regularly (i.e., monthly or quarterly). Third-party in-kind contributions are contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations. The value of third-party in-kind contributions must also be consistent with the Uniform Guidance at 2 CFR 200.306 and reconciled on a regular basis (i.e., monthly or quarterly) to ensure they are fairly evaluated and meet the partners' proportionate share.
- b.) **Infrastructure Costs for One-Stop Centers**
Non-personnel costs necessary for the general operation of the one-stop center. The funds provided under this paragraph by each one-stop partner shall be provided only from funds available for the costs of administration under the program administered by such partner, and shall be subject to the program's limitations with respect to the portion of funds under such program that may be used for administration (WIOA Regulations 678.720).
- c.) **Non-personnel costs include:** 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 one-stop center, including technology used for the center's planning and outreach activities.

NOTE: The infrastructure funding agreement is a required component of the MOU and not a separate document.

(The reasonable cost allocation methodology should be provided and consistent with Federal Cost Principles in the Uniform Guidance 2 CFR Part 200.94.)

VI. Methods of Referrals

Methods to methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system.

Partners will utilize methods of referrals of individuals between one-stop operators and one-stop partners for appropriate services and activities.

VII. Certification and Continuous Improvement

The Parties herein shall comply with established Certification and Continuous Improvement Criteria established by the State board, in consultation with chief elected officials and local boards. The objective criteria and procedures for use by local boards in assessing at least once every 3 years the effectiveness, physical and programmatic accessibility in accordance with section 188, if applicable, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and continuous improvement of one-stop centers and the one-stop delivery system.

VIII. Performance and Accountability

Each partner is responsible for ensuring that its legislated programs, services, and activities are provided in

the One-Stop Center in accordance with the goals, objectives and performance measures of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128 and regulations. Each partner agrees to work to support the achievement of WIOA and One-Stop performance measures.

IX. Confidentiality of Information

Exchange of information among partners is encouraged and expected. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information. Each partner agrees to collect and share information necessary to track the performance of the One-Stop Center in accordance with provisions of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128 and accompanying regulations.

X. Monitoring and Oversight

The Chief Elected Official, the Workforce Development Board, the Division of Workforce Solutions, United States Department of Labor, and local area administrative entity have the right to monitor activities under this MOU to ensure performance goals are being maintained, and that the MOU terms and conditions are being fulfilled. The partners shall permit on-site visits and reviews by the above mentioned agencies or their designee.

XI. Disputes

The parties shall first attempt to resolve any disputes informally. Any party shall call a meeting of the partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the local Workforce Development Board who shall place the dispute upon the agenda of a regular or special meeting of the Board's Executive Committee. The executive committee shall attempt to mediate and resolve the dispute. Finally, if the Executive Committee's resolution efforts fail, any party may file a grievance in accordance with agreed upon WIOA grievance procedures.

XII. Duration

This MOU shall remain in effect until terminated by the repeal of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128, or otherwise by action of law.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 60-calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addresses shown within this MOU, and to the contact persons so listed, considering any information updates received by the parties.

Should any One-Stop Partners withdraw, this MOU shall remain in effect with respect to the remaining Partners until a new MOU is executed or the end of the current federal program year (July through June). The Workforce Development Board reserves the right to terminate the participation of any partner upon 60-day notice if the partner's actions are inconsistent with the terms and conditions of this memorandum of understanding.

This memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services. [WIOA 121].

XIII. Modification and Assignment

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties. Any assignee shall also commit in writing to the terms of this MOU. Such other provisions, consistent with the

requirements of this title, as the parties to the agreement determine to be appropriate.

Infrastructure Budget For 7/1/2019 – 6/30/2020 = \$177,374.30

Infrastructure Cost Category	Gastonia	DWS - 3800	Total	Total WDB	Total DWS	Grand Total
Paper		1,930.50	1,930.50	-	1,930.50	1,930.50
Office Supplies		4,855.31	4,855.31	-	4,855.31	4,855.31
Service Supplies		1,778.53	1,778.53	-	1,778.53	1,778.53
Base Telephone/Fax		1,972.74	1,972.74	-	1,972.74	1,972.74
Toll Calls/Fax		832.39	832.39	-	832.39	832.39
Cellular Phone Service		990.84	990.84	-	990.84	990.84
Internet Service Provider		11,399.55	11,399.55	-	11,399.55	11,399.55
Telephone Installation/Modification		772.00	772.00	-	772.00	772.00
Postage		595.00	595.00	-	595.00	595.00
Postage Meter Rental			-	-	-	-
Copier/Equipment Rental	2,651.46		2,651.46	2,651.46	-	2,651.46
Purchase of Copier/Equipment		1,035.75	1,035.75	-	1,035.75	1,035.75
Copier/Equipment Maintenance and Repair		1,427.73	1,427.73	-	1,427.73	1,427.73
Purchase of Furniture/Fixtures			-	-	-	-
Local Office Rent		125,002.50	125,002.50	-	125,002.50	125,002.50
Electricity		10,682.96	10,682.96	-	10,682.96	10,682.96
Natural Gas		831.59	831.59	-	831.59	831.59
Water/Sewer		2,018.19	2,018.19	-	2,018.19	2,018.19
Waste Removal			-	-	-	-
Heating Oil			-	-	-	-
Premises Maintenance/Improvement			-	-	-	-
Janitorial Services		7,988.60	7,988.60	-	7,988.60	7,988.60
Professional Services		108.66	108.66	-	108.66	108.66
Total	2,651.46	174,222.84	176,874.30	2,651.46	174,222.84	176,874.30
Additional Costs - Shared Services						

Technology to facilitate access/outreach	500.00		500.00	500.00	-	500.00
Security			-	-	-	-
Branding Materials			-	-	-	-
Outreach Materials			-	-	-	-
Shared Receptionist			-	-	-	-
Total Infrastructure Costs	3,151.46	174,222.84	177,374.30	3,151.46	174,222.84	177,374.30
Percentage of Infrastructure Costs	2%	98%	100%	2%	98%	100%
Headcount (provide # by center)						
Workforce Development Board staff and contractors	7.00			7.00		
DWS Employees		15.00			15.00	
Total Headcount			22.00			22.00
Headcount Percentage Total	32%	68%	100%	32%	68%	100%
Aggregate Salary & benefit costs (provide total by center)	256,736.67	601,659.47	858,396.14	256,736.67	601,659.47	858,396.14

Dispute and Impasse Resolution

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

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

STATE FUNDING MECHANISM

Failure by only one (1) of the required Partners to reach consensus with respect to the infrastructure costs in the IFA will trigger implementation of the SFM, even if all required Partners except one agree on the terms of the IFA. Exceptions:

The lack of agreement on infrastructure costs with Native American programs does not trigger the SFM for a Local area, and the Native American programs are not subject to the SFM.

A failure to reach consensus on career services or shared services costs does not trigger the SFM.

XIV. Signatures

By signatures hereto, the partner(s) attest to participation in the development of this Memorandum of Understanding and will support and implement the provisions contained herein. I certify that I have read and understand the above information and agree to the terms outlined herein. By signing this document, I also certify that I have the legal authority to bind my agency to the terms of this Memorandum of Understanding.

Printed Name	Signature	Date
Local Area Name, Chief Elected Official		

Printed Name	Signature	Date
Local Area Name, Workforce Development Board Chair		

Printed Name	Signature	Date
WIOA Title I: Adult, Dislocated Worker, and Youth Formula programs		

Elizabeth Crabill,
Chief Deputy Secretary

Printed Name	Signature	Date
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program		
Trade Adjustment Assistance (TAA) activities		
Jobs for Veterans State Grants (JVSG) programs		
State Unemployment Compensation Laws		

N/A to Gaston County (no office here)

Printed Name	Signature	Date
Title I Job Corps		

N/A to Gaston County (no office here)

Printed Name	Signature	Date
Title I Youth Build		

N/A to Gaston County

Printed Name	Signature	Date
Title I National Farmworkers Jobs Program (NFJP)		

Printed Name	Signature	Date
Title I Native American Programs		

Printed Name	Signature	Date
Adult education and literacy activities authorized under Title II		

Printed Name	Signature	Date
Programs authorized under Title I of the Rehabilitation Act of 1973		

Printed Name	Signature	Date
Activities authorized under Title V of the Older Americans Act of 1965		

Printed Name	Signature	Date
Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006		

Printed Name	Signature	Date
Employment and training activities carried out under the Community Services Block Grant Act		

Printed Name

Signature

Date

Employment and training activities carried out by the Department of Housing and Urban Development

N/A to Gaston County - No programs within the required 10 mile radius

Printed Name

Signature

Date

Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the
Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169)

Printed Name

Signature

Date

Temporary Assistance for Needy Families (TANF)

GASTON NCWORKS Career Center

Partner Infrastructure Funding Agreement (IFA)

I. Purpose

This Infrastructure Funding Agreement (IFA) is entered into by and between the:

Gaston County Workforce Development Board and Gaston Local Area NCWorks Partners.

This IFA provides information on the shared infrastructure cost and/or in-kind arrangements. All partners to this IFA recognize that infrastructure costs are applicable to all required partners, as outlined in Section 121(b)(1)(B) of WIOA, whether they are physically located in the NCWorks Career Center or not. Each partner's contribution to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received.

The sharing and allocations of infrastructure costs among NCWorks partners are governed by the Workforce Innovation and Opportunity Act (WIOA) Sec. 121(b), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance).

Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the NCWorks Career Center, including: rental of the facilities, utilities and maintenance, equipment (including assessment related and assistive technology for individuals with disabilities), technology to facilitate access to the center, as well as many other infrastructure costs such as signage and supplies.

II. GASTON COUNTY LOCAL AREA NCWorks System Infrastructure Budget

\$ 177,374.30

III. Cost Allocation Methodology

For required WIOA Career Center partners, the Local Funding Mechanism (LFM) uses funding percentage caps, which ranges from 0.75 to 1.5%, to determine the agencies' proportionate shares of infrastructure costs, except with Title IV, Vocational Rehabilitation (VR). VR's model determines proportionate share based on the number of VR clients that received services in the previous program year and documented in NCWorks.

The LFM is used to negotiate appropriate contributions from each required partner that will be allocated to the Gaston County Workforce Board as outlined below. This methodology does not include Division of Workforce Solutions (DWS) administered programs or Workforce Development Board (WDB) administered programs. For all other required partners with state agencies, infrastructure contributions will be transferred to DWS as a lump sum based on the LFM for the said agency. Once DWS receives funding from the State agency, DWS will distribute funding to the local area via the funding methodology set up for each State agency as outlined in the table below.

For required partners without a state agency, but which are federally funded, the LFM is used as well; however, this negotiation will vary per WDB and should be outlined in the table below. Not all federally funded required partners may administer programs in a WDB's Local Area. In that case, infrastructure cost sharing is not required.

For required partner programs administered by the DWS: Title III Wagner-Peyser Employment Services, Trade Adjustment Assistance (TAA), and Jobs for Veterans State Grants (JMSG), the

cost sharing model is based on the grant employees' proportionate use of the NCWorks Career Center. DWS and WDB will pay a cost per employee housed in the center. The cost per employee will be based on the total infrastructure cost of the NCWorks Career Center, where applicable.

(Please do not delete any partners from the table. If not applicable, please write N/A)

For additional partners that are not required partners, funds are paid directly to the Local Area WDB based on the partner's proportionate use of the center as outlined in the table below.

WIOA Required Partners	Funding Methodology
WIOA Title I: Adult, Dislocated Worker, and Youth formula programs	Proportionate use – cost per employee
WIOA Title I: Job Corps	N/A – Does not participate at Career Center
WIOA Title I: YouthBuild	N/A – Does not participate at Career Center
WIOA Title I: Native American programs	In-Kind services – 4hrs per wk/once a month in Career Resource Center
WIOA I: National Farmworker Jobs Program (NFJP)	N/A – Does not participate at Career Center
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program	Proportionate use – cost per employee
WIOA Title III: Trade Adjustment Assistance (TAA) activities	Proportionate use – cost per employee
Jobs for Veterans State Grants (JVSG) programs	Proportionate use – cost per employee
Senior Community Service Employment program (SCSEP)	Based on 1.5% of each provider's administrative budget LFM – Local Negotiations are pending
Unemployment Compensation (UC) programs	Based on Title I Dislocated Worker formula
Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)	N/A – Does not participate at Career Center
WIOA Title II: Adult Education and Family Literacy Act (AEFLA) program	Based on 1.5% of each provider's administrative budget
Carl D. Perkins Career and Technical Education programs	Based on 1.5% of each provider's administrative budget
WIOA Title IV: Vocational Rehabilitation (VR) Services program	Based on the number of VR clients with IPEs that received NCWorks service in the previous program year. Differences are reconciled in following program year.
Department of Housing and Urban Development Employment and Training programs	Based on 1.5% of each provider's administrative budget LFM – Local Negotiations are pending
Services for the Blind	Based on the number of VR clients with IPEs that received NCWorks service in the previous program year. Differences are reconciled in following program year.
Community Services Block Grant (CSBG) programs	CSBG amount to distribute is made by applying CSBG Funding by percentage of amount spent by Community Action Agencies (entities who received CSBG Funding) for Employment Services. Each county's percent of funding allocated is applied to this amount.
Temporary Assistance for Needy Families (TANF) program	TANF Amount to distribute is determined by county (ies) coding (method of recording expenditures) to WFCBG for Employment Services in SFY 2017-18. The percentage of funding for each county of the total allocation of the TANF Work First County Block Grant (this funding provides dollars for Employment Services Funded with TANF) is applied to the coded expenditure amount.

For additional partners that are not required partners, funds are paid directly to the Local Area WDB based on the partner's proportionate use of the center as outlined in the table below.

IV. IFA Modifications

The partners recognize that modifications to the IFA may be necessary during the program year. Any authorized representative of a partner may make a written request for modification. In order to be valid, any modification to the IFA must be in writing, with a 30-day notice, signed, and sent to Angela Karchmer, WDB Director (or his/her designee). If *the Gaston County Workforce Development Board* requests a modification, notice will be sent to the partner organization contact and address identified in section V. IFAs shall be reviewed by all partners at least **once per** year as part of the WDB's Local Plan MOU update process. (If partners are unable to reach a consensus and resolve issues related to infrastructure funding during the duration of the MOU, partner contribution defaults to the State Funding Mechanism limits).

V. Partner Infrastructure Contributions

For required partners that have a state agency, required infrastructure cost will be transferred to DWS. DWS will then distribute the funds to each WDB based on the methodology agreed on between the agency and the NC Director's Council.

Where DWS needs to contribute funds to a WDB, they will issue a funding authorization for the amount owed which will allow the WDB to draw down those funds as they are needed and will work with the DWS planning unit to generate the Notice of Funds Allocation (NFA) for the entire amount owed to that WDB. WDBs can draw the funds down as needed.

Where the WDB needs to contribute funds to DWS, DWS will issue an invoice, which will provide the required documentation and audit trail, to allow the WDB to draw down the funds and write a check to DWS. The local areas that owe DWS will be invoiced the amount owed and tracked for receipt by the DWS finance unit. (Please do not delete any of the partners from the table, If not applicable, please write N/A).

For partners cost sharing funds not distributed by the DWS, the Gaston County Workforce Development Board will invoice the partner within 30 days of the signed MOU for infrastructure cost sharing effective July 1, 2018.

In the Gaston County Local Area:

For additional partners that are not required partners, In-Kind services can be substituted for the normal required cost sharing funds that would have been paid directly to the Local Area WDB based on the partners proportionate use of the center

All Partners in the Gaston Local Area are physically co-located either full-time, or at a minimum - 4 hrs per week, 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

Unemployment Insurance /Commission Native American Affairs

Additional Partners

Financial Counseling Services

These partners/programs are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff that can provide information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services. *The Commission of Native American Affairs (representing INA) is strongly encouraged, but not required, to contribute to the cost of infrastructure and certain additional services.* In the spirit of collaboration and inclusion, the Commission of Native American Affairs is contributing its fair share. Even if not physically co-located within the American Job Centers, a significant number of UI customers and a small amount of INA use the American Job Center network 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 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,
- File grievances or appeals, etc.

NCWorks Partner	Infrastructure Total Share \$	Funded	In-kind	Payment	In-kind Description	Partner Contact For Career Center Participation Hours (Name, Org, Address, email, phone#)
WIOA Title I: Adult, Dislocated Worker, and Youth formula	\$39509.63	\$3151.46	4hrs	\$0	TitleSev/ResCtr	Sally Heglar, Gaston Co WDB 330 Dr Martin Luther King Jr Way, Gastonia Sally.heglar@gastongov.com (704)862-7891
WIOA Title I: Job Corps	N/A – No office in Gaston LA	N/A	N/A	N/A	N/A	N/A
WIOA Title I: YouthBuild	N/A – No office in Gaston LA	N/A	N/A	N/A	N/A	N/A
WIOA Title I: Native American programs	\$0.00		4 hrs		TitleSev/ResCtr	Troy Hunt, Lumbee Regional Develop Assoc 5500 Executive Center Dr, Suite 216 thunt@lumbee.org 980-949-7352
WIOA Title I: National Farmworker Jobs Pgm (NFJP)	N/A to Gaston LA	N/A	N/A	N/A	N/A	N/A
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program	\$84,656.40	\$84656.40	4hrs	N/A	TitleSev/ResCtr	Claudette Argabrite, 1391 Bess Cty, Rd, Gastonia 28052 Claudette.argabrite@nccommerce.com 704-853-5328
WIOA Title III: Trade Adjustment Assistance (TAA) activities	(Included in ES)	N/A	4hrs	N/A	TitleSev/ResCtr	Claudette Argabrite, 1391 Bess Cty, Rd, Gastonia, Claudette.argabrite@nccommerce.com 704-853-5328
Jobs for Veterans State Grants (JVSG) programs	(Included in ES)	N/A	4hrs	N/A	TitleSev/ResCtr	Claudette Argabrite, 1391 Bess Cty, Rd, Gastonia, Claudette.argabrite@nccommerce.com 704-853-5328
Senior Community Service Employment program (SCSEP)	Pending Negotiation		4hrs	pending	TitleSev/ResCtr	Dr Dennis McElhoe 201 Highway US 321 South, Dallas, NC 28034 (704) 922-6200 Mcelhoe.dennis@gaston.edu
Unemployment Compensation	\$45,864.00	\$45,864.00	N/A	N/A	N/A	Elizabeth Crabill AsstDeputy Secretary – No Partner Hrs Req'd
Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)	N/A to Gaston LA	N/A	4 hrs	N/A	TitleSev/ResCtr	No REO Program within the 10 mile required radius
WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs	\$363.00	\$363.00	4 hrs 4 hrs	N/A	TitleSev/ResCtr	Linda McConnell, 116 Dr Martin Luther King Jr Way execdir@gastonliteracy.com (704) 868-4815 Dr Dennis McElhoe, Gaston College 201 Highway US 321 South, Dallas, NC 28034 (704) 922-6200 Mcelhoe.dennis@gaston.edu
Carl D. Perkins Career and Technical Education programs	\$122.00	\$0 \$122	4 hrs 4 hrs	N/A	ResCtr/CCWkSp	Linda McConnell, 116 Dr Martin Luther King Jr Way, Gastonia (704) 868-4815 execdir@gastonliteracy.com Dr Dennis McElhoe, Gaston College 201 Highway US 321 South, Dallas, NC 28034 (704) 922-6200 Mcelhoe.dennis@gaston.edu
WIOA Title IV: Vocational Rehabilitation (VR) Services	\$2795	\$2795	4 hrs	N/A	TitleSev/ResCtr	Vanessa Trapp-Spann, 109 W 8 th Ave, Gastonia 704-853-5358 vanessa.trapp.spann@dhhs.nc.gov
Depart. of Housing & Urban Developmt E&T	Pending Negotiation		pending	pending	TitleSev/ResCtr	Terri Sanford P.O. Box 2398, Gastonia, 704-864-6771 t.h.sanford@ghanc.org
Community Services Block Grant (CSBG) programs	\$1254.00	\$1254.00	N/A	N/A	N/A	Lisa Jones, 330 Dr Martin Luther King Jr Way, Gastonia 704-862-7993 lisa.jones@gastongov.com
Temporary Assistance for Needy Families (TANF) program	\$2809.00	\$2809.00	4 hrs	N/A	TitleSev/ResCtr	Lisa Jones, 330 Dr Martin Luther King Jr Way, Gastonia 704-862-7993 lisa.jones@gastongov.com
NC Services for the Blind	\$1.00	\$1.00	Referrals Only	N/A	N/A	Eddie Everett, 5501 Executive Ctr Drive, Suite 102, Charlotte, NC 28212 (704) 563-4168 eddie.everett@dhhs.nc.gov

VI. Term of Agreement

This Agreement will remain in effect from 7/1/2019 to June 30, 2020. It shall be reviewed by the parties as necessary or at least once per year as part of the WDB's Local Plan update.

VII. Signatures *Note- Please note the status of any missing signatures (i.e., forthcoming, cannot obtain, refused to sign, etc.) and do not leave signature blocks blank.*

Elizabeth Crabill,
Chief Deputy Secretary

Printed Name	Signature	Date
Representing: WIOA Title III: Wagner-Peyser Act Employment Service (ES) program Trade Adjustment Assistance (TAA) activities Jobs for Veterans State Grants (JVSG) programs Unemployment Compensation (UC) programs		

Printed Name	Signature	Date
Representing: WIOA Title I: Adult, Dislocated Worker, and Youth Formula programs		

Printed Name	Signature	Date
Representing: WIOA Title I: Job Corps programs		

Printed Name	Signature	Date
Representing: WIOA Title I: YouthBuild program		

Printed Name	Signature	Date
Representing: WIOA Title I: Native American programs		

Printed Name	Signature	Date
Representing WIOA Title I: National Farmworker Jobs Program (NFJP)		

Printed Name	Signature	Date
Representing: Senior Community Service Employment program (SCSEP)		

Printed Name	Signature	Date
Representing: Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)		

Printed Name	Signature	Date
Representing: WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs		

Printed Name	Signature	Date
Representing: Carl D. Perkins Career and Technical Education programs		

Printed Name	Signature	Date
Representing: WIOA Title IV: Vocational Rehabilitation (VR) Services program		

Printed Name	Signature	Date
Representing: WIOA Title IV: Services for the Blind		

Printed Name	Signature	Date
Representing: Department of Housing and Urban Development Employment and Training Programs		

Printed Name	Signature	Date
Representing: Community Services Block Grant (CSBG) programs		

Printed Name	Signature	Date
Representing: Temporary Assistance for Needy Families (TANF) program		

Printed Name	Signature	Date
Gaston Workforce Development Board Director		

Other partners (add a signature line for each additional partner included)

Printed Name	Signature	Date
(Partner program name)		

Workforce Innovation and Opportunity Act of 2014

July 1, 2019 – June 30, 2020

Infrastructure Funding Agreement Signatory Page

GASTON

Local Workforce Development Area

We affirm that the Local Area Workforce Development Board (WDB) and the Chief Elected Official of the Local Area, in partnership, have developed and now submit this Local Memorandum of Understanding Signature Page and Infrastructure Funding Agreement in compliance with the provisions of the Workforce Innovation and Opportunity Act of 2014 and instructions issued by the Governor under authority of the Act.

Submission Date

Workforce Development Board
Chair

Chief Elected Official

Typed or Printed Name

Typed or Printed Name

Typed or Printed Title

Typed or Printed Title

Signature

Signature

Date

Date