West Virginia Workforce Development Board	
Policy Area: One-Stop Service Delivery	
Title of Policy: Requirements for Local Memorandum of Understanding (MOU)	**Number:** 300-03(2023)
Effective Date: July 1, 2023	**Review by Date:** July 1, 2028
Approved Date: September 20, 2023 **Revision Date:** July 14, 2026	**Approved By:** West Virginia State Workforce Development Board

I. Purpose
The purpose of this issuance is to detail the requirements for a local Memorandum of Understanding (MOU) under the Workforce Innovation and Opportunity Act (WIOA) and to apply a consistent set of operational standards for MOU development across the state.

II. Summary
The local Memorandum of Understanding (MOU) is the recognized vehicle for Local Workforce Development Boards (LWDBs) to implement an agreement among the one-stop partner programs regarding one-stop delivery of services in the local workforce development area. Under the WIOA, two or more Local Boards may negotiate, develop, and implement a joint MOU as part of regional planning and operations. Within a local area, the LWDB may establish an "umbrella" agreement that creates a single MOU negotiated among all partners, or single MOUs with each partner.

III. References
- Workforce Innovation and Opportunity Act (Pub. L. 113-128)
- Training and Employment Notice No. 05-14, *Workforce Innovation and Opportunity Act Announcement and Initial Informational Resources*
- Training and Guidance Letter No. 19-14, *Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act of 2014*
- Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule: 20 CFR, Subpart C, §678.500, §678.505, and §678.510
- Code of West Virginia, §5B-2B-4(b)(6)(C) and §5B-2B-4(b)(3)(F)

IV. Policy
A critical component of the successful implementation of West Virginia's Strategic State Plan vision is a well-articulated Memorandum of Understanding (MOU) governing the one-stop system in each Local Workforce Development Area (LWDA). WIOA envisions that LWDBs act as both the convener of MOU negotiations as well as the shaper of how one-stop services are delivered within their LWDA.

Required one-stop partners must enter into an MOU with the LWDB consistent with the requirements of 20 CFR 678.500(b), 34 CFR 361.500(b), and 34 CFR 463.500(b). The MOU is an agreement developed and executed by the LWDB and the one-stop partners concerning one-stop service delivery. Partners shall use a collaborative and good-faith approach to negotiations and work in developing an MOU that demonstrates the spirit and intent of

WIOA. The key elements and good faith negotiations process shall incorporate the following elements:

1. Alignment with State and Local Plans
2. Development of an operational plan, including center management and services
3. Determination of operation costs
4. Inclusive negotiation of shared costs
5. Signatures of all partners of the MOU and Operating Cost Agreements
6. Ongoing, routine review and modification of MOU and Operating Cost Agreements, including reconciliation of budget to actual costs, as appropriate
7. Consistent billing and payment terms
8. Shared oversight and commitment to continuous improvement

V. Procedures

To keep agreements simple and flexible, Local Boards should create a single "umbrella" MOU that covers how local one-stop services are delivered and defines the roles of all partners. Local Boards and Chief Local Elected Officials (CLEOs) can still make separate agreements with individual partners if necessary, but using one umbrella MOU lets everyone focus on serving customers instead of passing around multiple contracts,

Every local MOU must clearly outline and map out the following:

- **CUSTOMER-FOCUSED SERVICE DELIVERY NETWORK**
  - **System Access and Presence**
    - **Establishing System Access:** Partners should identify and map out the physical, virtual, and outreach points of entry that make sense for their local workforce area. The goal is to outline a connected network that helps customers navigate to available services regardless of where they first make contact.
    - **Methods of Access and Staff Presence:** The MOU must clearly state the agreed-upon method or means of providing partners access to services (such as full-time physical co-location, scheduled part-time presence, or direct technological links) and the expected frequency of program staff's physical presence at affiliated or comprehensive sites.
  - **Customer Experience and Intake Coordination**
    - **Designing the Universal Welcome Experience:** Local partners should determine the operational standards for a customer's initial interaction with the workforce system.The agreement should reflect how the partnership plans to move toward a coordinated hospitality model that triages immediate needs and introduces customers to the full network of partner support.
    - **Implementing Coordinated Intake and Assessment:** The MOU should describe the partners' agreed-upon process for gathering customer data and evaluating needs. Partners are encouraged to look for opportunities to streamline intake, reduce duplicative questioning, and establish clear methods for identifying urgent stabilization crises alongside long-term career planning.
  - **Service Pathways and Resource Alignment**
    - **Managing Flexible Service Paths and Blended Funding:** Partners should outline the local procedures that allow customers to navigate

        between programs based on real-time needs rather than rigid sequences. The MOU should reflect how partners intend to coordinate staff roles and align multi-agency funding streams to support individual plans without duplicating efforts.
        - **Executing Coordinated Co-Enrollment and Tracked Referrals:**The agreement must outline a formal mechanism designed by the partners to manage cross-program enrollments and transitions between agencies, replacing informal verbal handoffs with a reliable, trackable referral process.
        - **Enforcing Statutory Priority of Service:** The MOU must codify the local screening and routing procedures developed by the partners to ensure that veterans, low-income individuals, and basic-skills-deficient customers are identified at initial contact and given expedited access to coaching and training funds.
    - **System Accountability and Continuous Improvement**
        - **Structuring Post-Employment Retention and Stabilization:** Partners should define their shared accountability to the customer after employment is secured by outlining a coordinated 12-month follow-up and support strategy.
        - **Guaranteeing Equal Operational Access and Compliance:** The MOU must detail the local quality assurance mechanisms the partners will use to ensure all physical structures, digital tools and vital documents meet universal accessibility and language access standards.
        - **Driving Continuous Improvement and Data Evaluation:** The agreement should establish a collaborative framework for monitoring system health incorporating regular customer feedback loops and joint data reviews so partner leadership can collectively identify and resolve local operational bottlenecks.
- **STANDARD FISCAL AND ADMINISTRATIVE SECTIONS**
    - **One-Stop Operating Budget:** The one-stop operating budget is the financial plan that the one-stop partners and LWDB agree will be used to achieve the MOU's goals of delivering services in a local area. The MOU must contain provisions describing how the costs of services and the operating costs will be funded, including the infrastructure costs consistent with Policy 300-04. The one-stop operating budget may be considered the master budget that contains a set of individual budgets or components that consist of two types of costs that are specifically outlined in the statute: (1) infrastructure costs; and (2) additional costs, which consist of shared operating costs and shared services that are related to the operation of the one-stop delivery system (but do not constitute infrastructure costs).
        - The one-stop operating budget must be reconciled quarterly against actual costs incurred and adjusted accordingly. This reconciliation ensures that the budget reflects 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 service delivery system and relative benefit received. Even for in-kind contributions, quarterly reconciliation must be conducted to ensure that the cost allocation methodology reflects each partner's relative benefit.
    - **Duration:** The MOU must include provisions specifying its duration and the procedures for amending it. The MOU must contain assurances that it will be

- reviewed and, if substantial changes have occurred, be renewed at the time of the changes. The MOU must be reaffirmed annually.
- **Other Contributors:** The MOU must also include contributions made to the one-stop system through other avenues, such as donations made by a non-partner entity (e.g., a local business donating computers for a learning lab). Third-party in-kind contributions must be documented.
- **Modification Process:** A clear description of the steps needed to change or amend the MOU.
- **Signatories:** The MOU must include official signatures from the CLEO, the Local Board Director, and authorized leaders from each partner program.
- **Appeals:** If a one-stop partner's appeal to the state of West Virginia regarding infrastructure costs results in a change to the one-stop partners infrastructure cost contributions the MOU must be updated to reflect the final one-stop partner infrastructure cost contributions.

Modification of an MOU

Regulations require the MOU to contain a description of the procedures for amending it[1]. Further, they require renewal of the MOU in certain circumstances. Renewal of an MOU requires all parties to review and agree to all elements of the MOU and re-sign the MOU. Amendment or modification of the MOU only requires the parties to review and agree to the elements of the MOU that changed.

Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the quarterly reconciliation of the budget, do not require renewal of the MOU. These changes may occur through the local MOU amendment procedures established at the local level. Substantial changes, such as changes in one-stop partners, or a change due to the election of a new CLEO, will require renewal of the MOU[2] A change to the MOU due to the election of a new CLEO ensures that the newly elected official is aware of the local one-stop partners, as well as the terms and conditions of the MOU.

MOU Transparency

While MOUs may vary between partners, LWDBs should use consistent MOUs with the same terms for each partner. To allow for full transparency, LWDBs must share each MOU agreement that it enters into with each of the other partners. Any modification of an MOU must also be shared with the other partners.

[1]20 CFR 678.500(b)(5), 34 CFR 361.500(b)(5), and 34 CFR 463.500(b)(5)
[2]20 CFR 678.500(b)(6), (d) and (e); 34 CFR 361.500(b)(6), (d) and (e); and 34 CFR 463.500(b)(6), (d), and (e)