

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

Memorandum of Understanding Template

Purpose of MOU

The Workforce Innovation and Opportunity Act (WIOA) requires that a memorandum of understanding (MOU) be developed and executed between the Local Workforce Development Board (LWDB) and one-stop partners to establish an agreement concerning the operations of the West Virginia one-stop delivery system. The purpose of the MOU is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

This MOU was developed using a collaborative and good-faith approach to negotiations and in a manner to encourage all entities to work together in developing an MOU that demonstrates the spirit and intent of WIOA.

Parties to the MOU

This section includes all parties relevant to the MOU.

LWDBs are encouraged to develop a single "umbrella" MOU that addresses issues related to the local one-stop service delivery network, its Chief Elected Local Official (CLEO), and WIOA, state, regional, and community partners. Local WDBs, with the agreement of the CLEO, may still enter into separate agreements between each partner or groups of partners. However, the aim of the "umbrella" MOU is to allow partner programs to focus on service delivery and not the process of negotiating several MOUs.

Required one-stop partners include representatives of the following programs:

- WIOA Title I Adult, Dislocated Worker, and Youth Programs
- WIOA Title I National Farmworker Jobs Programs/Migrant and Seasonal Farmworker Programs
- WIOA Title I Job Corps

- WIOA Title II Adult Education and Literacy Program
- WIOA Title III Wagner-Peyser Program
- WIOA Title IV Vocational Rehabilitation Program
- Carl D. Perkins Career and Technical Education Program
- Temporary Assistance for Needy Families
- Employment and training programs under SNAP
- Trade Adjustment Assistance
- Jobs for Veterans State Grants Program
- Unemployment Insurance program
- Senior Community Service Employment Program
- Community Services Block Grant
- Reentry Employment Opportunities program (Second Chance)

{ensure all participating partners are listed here}

Description of Service Delivery Network

This section establishes the requirement for local partners to collaboratively design and document their Customer-Focused Service Delivery Network. Rather than prescribing a rigid operational model, local partners must work together to negotiate and define the most effective methods for coordinating and delivering services within their region.

To ensure comprehensive system integration, the MOU must provide a clear framework detailing how the partnership will execute the following operational areas.

1. System Access and Presence

- Establishing System Access:** Partners must 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 with 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.

2. Customer Experience and Intake Coordination

- Designing the Universal Welcome Experience:** Local partners must determine the operational standards for a customer's initial interaction with the workforce system. The agreement must 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 must 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.

3. Service Pathways and Resource Alignment

- a. **Managing Flexible Service Paths and Blended Funding:** Partners must outline the local procedures that allow customers to navigate between programs based on real-time needs rather than rigid sequences. The MOU must reflect how partners intend to coordinate staff roles and align multi-agency funding streams to support individual plans without duplicating efforts.
- b. **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.
- c. **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.

4. System Accountability and Continuous Improvement

- a. **Structuring Post-Employment Retention and Stabilization:** Partners must define their shared accountability to the customer after employment is secured by outlining a coordinated 12-month follow-up and support strategy.
- b. **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.
- c. **Driving Continuous Improvement and Data Evaluation:** The agreement must 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.

{fill out description of services, as indicagted above}

Funding of the Services

Include an agreement on funding the costs of the services and the operating costs of the system, including:

- Funding of infrastructure costs of one-stop centers in accordance with §§ 678.700 through 678.755; and
- Funding of the shared services and operating costs of the one-stop delivery system described in § 678.760.

This section shall include the one-stop operating budget, which 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

The one-stop operating budget will 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 center 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.

{Attach the Infrastructure Funding Agreement as part of this section}

Other Contributions

This section must 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 made to supplement the operation of the one-stop center must be documented.

{describe any other contributions}

Access for Individuals with Barriers to Employment

This section should include methods to ensure the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials available through the one-stop system.

This section should also include a commitment from each one-stop partner to ensure their policies, procedures, programs, and services are in compliance with the Americans with Disabilities Act of 1990 and its amendments, in order to provide equal access to all customers with disabilities.

{describe methods to ensure access of individuals with barriers to employment}

Duration of the MOU

This MOU is effective from _____ to _____.

This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be three years, commencing on the date of execution by all parties. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

Modifications and Revisions

This MOU will be reviewed regularly by one-stop partners and, if substantial changes have occurred, be renewed. Renewal 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.

The MOU must be reaffirmed each year to ensure appropriate funding and delivery of services.

This MOU constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

{Describe the procedures for amending the MOU}

Appeals

Should a one-stop partner's appeal to the State regarding infrastructure costs result in a change to the one-stop partner's infrastructure cost contributions, the MOU will be updated to reflect the final one-stop partner infrastructure cost contributions.

Termination

This section should include information regarding termination of the MOU.

The parties understand that implementation of the one-stop system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

Other Provisions Agreed to by the MOU Parties

The MOU may contain any other provisions agreed to by the parties that are consistent with WIOA title I, the authorizing statutes and regulations of one-stop partner programs, and the WIOA regulations.

{include any additional provisions here}

Authorized Signatory

The MOU is to be signed by the designated authorized signature appointed by each partner. The date hereof, as to the incumbency of the person or persons authorized to execute and deliver the

identified roles and responsibilities of the partner outlined within the MOU hereunder on behalf of the partner.

Signature Page

All partners, regardless of colocation status, must sign the MOU. By signing below, all parties agree to the terms prescribed in this MOU, including the attached IFA and other system costs budget.

{Add more signature lines as necessary }

(CEO)

Printed Name and Title

Signature and Date

(Local Board Chairperson)

Printed Name and Title

Signature and Date

(Partner)

Printed Name and Title

Signature and Date

(Partner)

Printed Name and Title

Signature and Date

(Partner)

Printed Name and Title

Signature and Date

(Partner)

Printed Name and Title

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(Partner)

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