

MOU Template

(Essential Elements)

I. Parties to the MOU

- The MOU should identify the name and address (principal place of business) of the partner(s) as well as the Federal, State or local programs that they are representing in this agreement.

II. Duration of Agreement

- This is a statutorily required element. While the length of the initial agreement is negotiable between the local board and the partner(s), all MOUs should initially be for a period of at least one year. Modification, extension, and termination procedures are described in a separate section of this template document.

III. One-Stop System Overview

- This section of the MOU should briefly describe the Local Workforce Investment Board's vision of the One-Stop system, its partnerships and comprehensive One-Stop center(s), affiliates and satellite sites. Discuss the "as is" as well as the "to be" plans (strategic vision) for the local system.
- Any mission statement, general purpose statement and/or operating principles that partners have collectively agreed to pursue on behalf of the local workforce investment system should be included in this section as appropriate.
- A map (or diagram) with the centers/affiliates/electronic access points identified and a written listing of sites by address with program operator(s) identified should also be included as an attachment to the MOU.
- Identify how the One-Stop system will ensure compliance with the Americans with Disabilities Act to ensure accessibility to customers with disabilities and other pertinent special populations within the local area. Describe how discrimination complaints will be handled and how reasonable accommodation costs will be shared.

IV. One-Stop Performance Requirements and Goals

- Reporting Assurances - The following assurances should be included in each MOU:
 1. All partners in the One-Stop Delivery system will adhere to any prescribed reporting schedules.
 2. All partners in the One-Stop Delivery system will provide any required performance data.
 3. All partners in the One-Stop Delivery system will provide any required data in a compatible format.
 4. All partners in the One-Stop Delivery system agree to work toward the development of common performance goals and measures that will be in alignment with the stated goals of the workforce investment system.

- Accountability must drive the workforce investment system toward system goals. The following system goals were developed across multiple system partners and included in the 1998 report entitled, *New York's Workforce Development System: A Report to Governor George E. Pataki*.

Goals of the Workforce Investment System

<u>Goals</u>	<u>Basic Element of a One-Stop Delivery Performance Measurement Design</u>
Customer Satisfaction	The accountability system should measure the success of the One-Stop Delivery system in ensuring that the employers and workforce development participants are highly satisfied with workforce development services.
Cost Effectiveness	The accountability system should measure the success of the One-Stop Delivery system in ensuring that the Workforce Development System continually seeks to maximize the use of available resources in a cost-effective and efficient manner.
Support Employers in Developing High Performance Workplaces	The accountability system should measure the success of the One-Stop Delivery system in ensuring that employers are provided with an effective support in the development of high performance work organizations that maximize the skills and potential of a diverse workplace.
Self-Sufficiency and Welfare Reduction	The accountability system should measure the success of the One-Stop Delivery system in reducing the number of individuals who are dependent on public financial assistance by assisting them in obtaining stable employment and earning a livable wage.
Enhance Linkage Between Workforce Investment Services and Business needs	The accountability system should measure the success of the One-Stop Delivery system in ensuring that the delivery of services responds to the workforce investment needs of business.
Universality and Customer Choice	The accountability system should measure the success of the One-Stop Delivery system in ensuring the implementation of an integrated, results-oriented workforce development system that is based on the needs of all customer groups and ensures individuals and businesses equity of access to information, services, and lifelong learning opportunities.
Assist Customers in Attaining Knowledge/Skills Needed in the Workplace	The accountability system should measure the success of the One-Stop Delivery system in assisting individuals in gaining the academic, workplace, and occupational knowledge and skills required for educational advancement or continuing success in meeting the changing demands of the workplace.
Employment	The accountability system should measure the success of the One-Stop Delivery system in assisting individuals in entering, retaining, or upgrading jobs.

V. Services to be Offered Through the One-Stop System

Each of the core, intensive, training and other supportive services that a partner will provide through the One-Stop System must be identified, along with the applicable funding source for that service and a description of the manner in which the service will be made available through the system. Identify whether the One-Stop sites will provide the service directly or provide access to the service (WIA Required Core Services must be available at the One-Stops). Below is a suggested matrix for these services:

<u>WIA Required Core Services</u>	<u>Partner Agenc(ies)</u>	<u>Funding Sources</u>	<u>How Will Service Be Made Available</u>
Outreach, intake (which may include profiling), and orientation to the services available through the One-Stop delivery system			
Initial assessment of skill levels, aptitudes, abilities, and supportive service needs			
Job search and placement assistance, career counseling where appropriate			
Labor Market Information			
Provision of program performance and cost information			
Information on the performance of the local area and the One-Stop delivery system			
Information on the availability of supportive services in the local area, including child care & transportation, and referral to such services needed			
Information on filing UI claims			
Assistance in establishing eligibility for WtW activities and financial aid assistance for other training and education programs available in the local area			
Follow-up services (including workplace counseling) for 12 months for individuals participating in Title I funded activities who are placed in unsubsidized employment			
Determination of eligibility to receive assistance under Title I of WIA			
<u>Other USDOL Suggested Core Services</u>			
Resource Room usage, including “How to” group sessions (e.g. writing a resume)			

Job referrals (informational, e.g. job scouts, ES referrals in non-exclusive hiring arrangements, short term or seasonal placements)			
Talent referrals (informational, e.g. talent scouts, ES staff referrals of resumes without further screening)			
Screened referrals (testing and background checks done before referral or when operating as the employers agent)			
Job clubs			
Internet browsing – job, information, and training searches			
Internet accounts – Career Kit, Personnel Kit			
<u>Additional Core Services</u>			
(partner identified)			
<u>Core Services for Employers</u>			
Job postings			
Labor Market Information			
Information on training programs			
Skills Assessment			
Screened referrals			
WOTC & WTW Tax Credits			
Federal Retention Service			
Access to Talent Bank			
Access to economic development information			
Job restructuring			
Labor Law information			
(Other)			
<u>Intensive Services</u>			
Comprehensive and specialized assessments of skill levels and service needs (including diagnostic testing, in-depth interviewing, and other assessment tools)			
Development of an Individual Employment Plan			
Group Counseling			
Individual counseling and career planning			
Case Management for participants seeking training			

Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, personal maintenance skills, professional conduct, etc... to prepare individuals for unsubsidized employment or training			
(Other - partner identified)			
<u>Training Services</u>			
Occupational skills training, including training for nontraditional employment			
On-the-job training			
Programs combining workplace training with related instruction; may include cooperative education programs			
Training programs operated by the private sector			
Skill upgrading and retraining			
Entrepreneurial training			
Job readiness training			
Adult Education and Literacy activities provided in combination with any of the above training services			
Customized training conducted with a commitment by an employer to employ upon successful completion of training			
(Other - partner identified)			
<u>Other - Support Services</u>			
Needs Related Payments			
Transportation			
Child Care			
(Other - partner identified)			

VI. Referral Arrangements

- Describe the systematic referral process available at the One-Stop sites and any alternative locations and explain how it will connect customers (both jobseekers and employers) to the services. This description should include the methods for referral of customers between the One-Stop operator(s) and the One-Stop partners and address the following:

Who will be the point of contact for the customer (including employer customers)?

How will intake, enrollment and assessment processes be handled?

Who will provide these services and how will initial referrals for service take place?

- Describe the referral process and procedures that partners have agreed to use in the One-Stop system (this may differ partner by partner).
- The following assurance should be included in each MOU: All One-Stop partners agree to participate in the New York State Job Bank. For the purpose of this MOU, the New York State Department of Labor defines participation in the Job Bank as:
 - i. Ensuring a single point of contact for business and job seekers no matter where they access the system.
 - ii. Entering Job Orders and Job Seeker Registrations in the NYS Job Bank system as the database and tracking system for referral and placement and to maximize job matching for each local workforce development system.
 - iii. Using the NYS Job Bank system to coordinate business contacts and to maximize local WIA system goals as negotiated in the local MOU.
 - iv. Use the NYS Job Bank as the basis for the development of a comprehensive system to measure results of ALL partners in the WIA in a non-duplicative way, while also allowing the LWIB to extract partner specific results.

VII. Information Sharing

- New York State has chosen to utilize the One-Stop Operating System (OSOS) as its Case Management/Management Information System. Two recent Technical Advisory's (53-99 & 54-99) have been released by NYSDOL to provide additional information (background, hardware & software requirements, system functionality, etc...) on this system. Further information on network integration considerations will be provided throughout the next several months. NYSDOL strongly encourages the use of this system by all partners in New York State.
- The MOU should identify whether OSOS will be utilized to implement WIA in the local area. If OSOS will not be used, then the MOU must describe what system will be utilized or developed to meet the needs of the local One-Stop system. The MOU must contain an assurance that this alternative system will be compatible with OSOS.

- A general assurance should be included indicating that appropriate confidentiality parameters will be honored and that separate Confidentiality Agreements among partners wishing access to other partner's information may need to be executed. If a common customer release form has been developed by all the partners for use in the One-Stop system, a copy should be attached to this Agreement.

VIII. Cost Allocation and Resource Sharing

- MOU negotiations between the LWIB and all the One-Stop system partners should include the following steps:
 1. Identify all of the system partners. This includes partners physically located at the one-stop center and those located at alternate sites.
 2. Identify all projected costs expected to be incurred, for the appropriate timeframe, which are necessary for the operation of the one-stop center and the administration of the one-stop system. This would include expenses incurred by the LWIB.
 3. Group the costs identified in Step 2 by the partners receiving benefit from the costs. For example, partners not located at the one-stop center would not share in the rent cost of the center.
 4. Establish cost pools as appropriate.
 5. Determine an allocation method or base to be used for each pool and individual cost. It would most likely not be reasonable to use the same allocation method or base for all costs.
 6. Allocate the pools and individual costs to the various partners using the allocation methods and bases determined in Step 5. This will establish the total costs allocable to each partner.
 7. Determine the total shared costs to be paid by each partner. Then compare these totals to each partners' allocable share of the total costs as determined in Step 6.
 8. If any payments are required between partners as a result of the above process, a further contractual agreement will be required. (Each MOU should include a statement to this effect, to ensure that all parties are aware that this MOU is not a funds obligating instrument).

NOTE: The attached Guidelines for Cost Allocation Plans includes an example of these steps. A One-Stop System Cost Allocation Guide is also currently being developed by NYSDOL to provide additional technical assistance on this process. This Guide will be released shortly.

IX. Dispute Resolution

- The parties hereto shall first attempt to resolve all disputes arising from the provisions contained in this MOU, informally and at the lowest applicable staff level. If dispute resolution is not accomplished, any party may call a meeting of the parties to formally discuss and resolve all such disputes. Should the parties fail to resolve the dispute, the dispute shall be referred to the Chair of the BOARD, who shall place the dispute upon the agenda of a regular or special meeting of the BOARD or its Executive Committee. The Executive Committee shall mediate the dispute and shall have final authority to resolve the issue.

X. Severability

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

XI. Modification/Termination

- This MOU constitutes the entire agreement between the parties hereto. This MOU may be modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all the parties. Submission of a revised MOU does not necessarily require a modification to the local plan.
- Any party to this MOU may terminate their participation in this MOU by giving not less than ninety (90) calendar days' prior written notice of intent to terminate to each of the partners. In such case, termination by one or more of the parties to this MOU does not alter the terms or obligations of the other parties to this MOU.

XII. Signatures

- The MOU should conclude with a signature page for all One-Stop partners and the Chairman of the local board to sign to confirm their acceptance of its terms by their signature.