

NC Works Career Center Memorandum of Understanding

The High Country Workforce Development Board (WDB), with the agreement of the Chief Local Elected Official (CLEO), shall develop and enter into this Memorandum of Understanding (MOU) between the High Country WDB 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. This MOU is effective for the period of **July 1, 2024 - June 30, 2025**

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

1. Title I Adult, Dislocated Workers, Youth, Job Corps, YouthBuild, 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 the State of North Carolina (the "State") unemployment compensation laws (in accordance with applicable federal laws)
12. Programs authorized under Section 212 of the Second Chance Act of 2007
13. Programs authorized under part A of Title IV of the Social Security Act: Temporary Assistance for Needy Families

II. Additional Partners

The Local Area WDB 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 [local] WDB and CLEO, the following entities may be additional One-Stop partners: *[Please specify any additional partners/programs or delete this section.]*

- I. 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;
- II. Employment and training programs carried out by the Small Business Administration;

- III. Programs authorized under section 6(d)(4) of the Food and Nutrition Act of 2008;
- IV. Work programs authorized under Section 6(o) of the Food and Nutrition Act of 2008;
- V. Programs carried out under section 112 of the Rehabilitation Act of 1973;
- VI. Programs authorized under the National and Community Service Act of 1990; and
- VII. Other appropriate federal, State, or local 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 partner of the One-Stop delivery system shall:

- a.) provide access through the One-Stop delivery system, including making the career services or activities that are applicable to the program (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) 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 MOU (shown by signature on this document) with the local 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 MOU, 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;
- g.) [Additional items here; Example: shared service cost for Center greeter].

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

This section must contain an effective time period and infrastructure and shared services budget, identify all One-Stop partners/CLEOs/local Boards participating, and describe the periodic review and reconciliation process to ensure equitable benefit among partners. The infrastructure funding agreement (IFA) may have a different effective time period from the duration of the MOU. Also, the infrastructure funding agreement must include binding signatories if submitted as a separate document.

- a.) Identification of the infrastructure costs budget, which is a component of the overall One-Stop operating budget.
The IFA details infrastructure costs budget following the state process.

- b.) If different from Section I above, identify all One-Stop partners, CLEOs, and the Local WDB participating in the IFA.
In addition, the Alleghany County Library (Northwest Regional Library System) and Mayland Community College contribute in-kind via the use of facilities per IFA.
- c.) Describe how the periodic modification and review process to ensure equitable benefit among One-Stop partners will be conducted. Include a timetable.
The review process to ensure equitable benefit among one-stop partners will be conducted annually by review and input from partners. If needed, modifications may be made by written agreement and notification of the parties.
- d.) Provide the process used to reach consensus among all partners when developing the IFA. (Or, if applicable, provide assurance that the local area followed the State Funding Mechanism process.)
The local area follows the State Funding Mechanism process and is circulated to partners.
- e.) Describe the process to be used among partners to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached.
Any disputes shall be attempted to be resolved informally. If needed, a special meeting will be called to mediate and resolve. If partners are not able to resolve issues related to infrastructure funding during the MOU duration period, when consensus cannot be reached, partner contribution defaults to the State Funding Mechanism process.

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 (e.g., 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 (e.g., monthly or quarterly) to ensure they are fairly evaluated and meet the partners' proportionate share.
- b.) Infrastructure Costs One-Stop Centers
Non-personnel costs are 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).
- a. 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 IFA is a required component of the MOU and not a separate document. The reasonable cost allocation methodology should be provided and should be consistent with Federal Cost Principles in the Uniform Guidance 2 CFR Part 200.94.

VI. Methods of Referrals

Methods should ensure the needs of workers, 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 CLEOs and local boards. The objective criteria and procedures for use by local boards in assessing, at least once every three (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 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

The 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 WIOA P.L. 113-128 and accompanying regulations.

X. Monitoring and Oversight

The CLEO, the WDB, the DWS, the United States Department of Labor, and the local area administrative entity have the right to monitor activities under this MOU to ensure performance goals are being maintained and 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 WDB 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. 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 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 sixty (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 WDB reserves the right to terminate the participation of any partner upon sixty (60) days' notice if the partner's actions are inconsistent with the terms and conditions of this MOU.

This memorandum shall be reviewed not less than once every three years 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 are consistent with the requirements of this title, as the Parties to the agreement determine to be appropriate.

XIV. Signatures

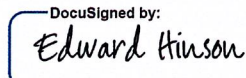
By signatures hereto, the partner(s) attest to participation in the development of this MOU and will support and implement the provisions contained herein.

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 MOU.

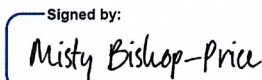
Please do not delete signature lines. If a partner is not applicable, please place N/A on the signature line. It is allowable to add signature lines, if necessary. Strikethroughs are not allowed, as this is a legally binding document. Please note the status of any missing signatures (i.e., forthcoming, cannot obtain, refused to sign, etc.) and do not leave signature lines blank.

Dr. Gregory Minton	<small>Signed by:</small> 	Chief Local Elected Official	11/21/2024
Printed Name	Signature	Title	Date

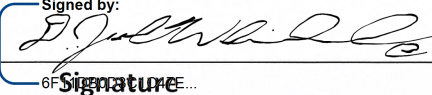
High Country Workforce Development Board, Chief Elected Official

Edward Hinson	<small>DocuSigned by:</small> 	Chair	11/26/2024
Printed Name	Signature	Title	Date

High Country Workforce Development Board, Workforce Development Board Chair

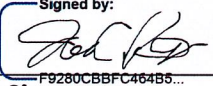
Misty Bishop-Price	<small>Signed by:</small> 	Director	11/21/2024
Printed Name	Signature	Title	Date

WIOA Title I: Adult, Dislocated Worker, and Youth Formula programs
High Country Workforce Development Board

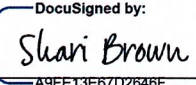
Jordan Whichard		Chief Deputy Secretary	30-Jan-2025
Printed Name	Signature	Title	Date
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program Trade Adjustment Assistance (TAA) activities Jobs for Veterans State Grants (JVSG) programs State Unemployment Compensation Laws			

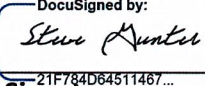
N/A			
Printed Name	Signature	Title	Date
Title I Job Corps			

N/A			
Printed Name	Signature	Title	Date
Title I Youth Build			

Jacob Rogers		Executive Director	11/21/2024
Printed Name	Signature	Title	Date
Title I National Farmworkers Jobs Program (NFJP) Southeast Non-Profit Housing			

N/A			
Printed Name	Signature	Title	Date
Title I Native American Programs			

Shari Brown		Director	11/21/2024
Printed Name	Signature	Title	Date
Adult education and literacy activities authorized under Title II Transitional Studies, Caldwell Community College & Technical Institute			

Steve Gunter		Dean	11/21/2024
Printed Name	Signature	Title	Date
Adult education and literacy activities authorized under Title II Pre-College Programs, Mayland Community College			

Signed by:
DeeAnna Parker
AD55605812E049B...

DeeAnna Parker	Director	11/26/2024
Printed Name	Signature	Title Date

Adult education and literacy activities authorized under Title II
College & Career Readiness, Wilkes Community College

DocuSigned by:
Vanessa Trapp-Spann
F04F733432C744A...

Vanessa Trapp-Spann	Western Regional Director	12/5/2024
Printed Name	Signature	Title Date

Programs authorized under Title I of the Rehabilitation Act of 1973
NC Division of Employment & Independence for People with Disabilities

DocuSigned by:
Celeste Gilreath
BC7260203EF940A...

Celeste Gilreath	Director	11/22/2024
Printed Name	Signature	Title Date

Activities authorized under Title V of the Older Americans Act of 1965
Winston-Salem Urban League - Senior Programs

DocuSigned by:
Dr. Mark Poarch
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Dr. Mark Poarch	President	11/21/2024
Printed Name	Signature	Title Date

Career and technical education programs at the postsecondary level authorized under
the Carl D. Perkins Career and Technical Education Act of 2006
Caldwell Community College & Technical Institute

DocuSigned by:
Dr. John Boyd
D64491EA2DD6403...

Dr. John Boyd	President	11/26/2024
Printed Name	Signature	Title Date

Career and technical education programs at the postsecondary level authorized under
the Carl D. Perkins Career and Technical Education Act of 2006
Mayland Community College

DocuSigned by:
msRod
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Dr. Mike Rodgers	President	11/21/2024
Printed Name	Signature	Title Date

Career and technical education programs at the postsecondary level authorized under
the Carl D. Perkins Career and Technical Education Act of 2006
Wilkes Community College

DocuSigned by:
Brittany Luxton
Brittany Luxton Executive Director 11/21/2024
Printed Name Signature Title Date
Employment and training activities carried out under the Community Services Block Grant Act
WAMY Community Action

Signed by:
Dare Stromer
Dare Stromer Executive Director 11/21/2024
Printed Name Signature Title Date
Employment and training activities carried out under the Community Services Block Grant Act
Blue Ridge Opportunity Commission

Signed by:
Luke Fowler
Luke Fowler Executive Director 11/22/2024
Printed Name Signature Title Date
Employment and training activities carried out by the Department of Housing and Urban
Development
Northwest Regional Housing Authority

DocuSigned by:
Sherry Carpenter
Sherry Carpenter Chief Officer 11/21/2024
Printed Name Signature Title 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)
Organization Development & Mission
Goodwill Industries of Northwest NC – Career Connections

DocuSigned by:
Stacey Presnell
Stacey Presnell Director 11/21/2024
Printed Name Signature Title Date
Temporary Assistance for Needy Families (TANF)
Alleghany County Department of Social Services

Signed by:
Tracie McMillan
Tracie McMillan Director 12/6/2024
Printed Name Signature Title Date
Temporary Assistance for Needy Families (TANF)
Ashe County Department of Social Services

DocuSigned by:
Raquel Jennings
Raquel Jennings Director 12/3/2024
Printed Name Signature Title Date
Temporary Assistance for Needy Families (TANF)
Avery County Department of Social Services

Signed by:
Wendy Boone
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Wendy Boone
Director 11/21/2024
Printed Name Signature Title Date
Temporary Assistance for Needy Families (TANF)
Mitchell County Department of Social Services

DocuSigned by:
Tom Hughes
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Tom Hughes
Director 11/21/2024
Printed Name Signature Title Date
Temporary Assistance for Needy Families (TANF)
Watauga County Department of Social Services

Signed by:
Kevin Brown
1D864E7763FA459...
Kevin Brown
Director 11/21/2024
Printed Name Signature Title Date
Temporary Assistance for Needy Families (TANF)
Wilkes County Department of Social Services

DocuSigned by:
Sonya Morgan
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Sonya Morgan
Director 11/21/2024
Printed Name Signature Title Date
Temporary Assistance for Needy Families (TANF)
Yancey County Department of Social Services

Signed by:
Debbie Brewer
C6A0670C4622498...
Debbie Brewer
Director 11/21/2024
Printed Name Signature Title Date
Northwest Regional Library System - Alleghany County Library