

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MOUNTAIN AREA
WORKFORCE
DEVELOPMENT BOARD
AND
PARTNERS OF THE
NCWORKS CAREER CENTER
ASHEVILLE**

DEVELOPED TO PROVIDE SERVICES PURSUANT TO
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

May 2016

This Memorandum of Understanding (hereinafter referred to as MOU) is developed this 2nd day of May, 2016 between the North Carolina Mountain Area Workforce Development Board (hereinafter referred to as WDB), the Local Area Chief Elected Official (hereinafter referred to as CEO), and the **NCWorks Career Center Asheville** partner agencies (hereinafter referred to as the Partners) that have joined efforts to provide an aligned, collaborative and performance driven one-stop workforce delivery system for the citizens of Buncombe County.

PURPOSE OF AGREEMENT

The purpose of this MOU is to establish the terms and conditions of operation of the NCWorks Career Centers as agreed by the WDB, CEO, and the Partners. By signing this MOU, all parties agree to abide by all the terms, conditions, goals, policies, principles, and regulations of the Workforce Innovation and Opportunity Act, the North Carolina NCWorks Commission and the Mountain Area Workforce Development Board, which have been established to provide for the development, management and operation of the NCWorks Career Centers.

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

1. Title I Adult, Dislocated Workers, and Youth
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

I.A Required Partners at the Career Center (Full-Time)

1. Title I Adult and Dislocated Worker programs: Operated by **Asheville-Buncombe Technical Community College**, which provides WIOA Adult and Dislocated Worker staff and training information relating to WIOA.
2. Programs authorized under the Wagner-Peyser Act: Operated by the **Department of Commerce - Division of Workforce Solutions**, which provides Title III staff and training information relating to Wagner-Peyser Act programs.
3. Activities authorized under chapter 2 of title II of the Trade Act of 1974: Operated by the **Department of Commerce - Division of Workforce Solutions**, which provides Trade Act staff and training information related to the Trade Act.
4. Activities authorized under chapter 41 of title 38, United States Code: Job Counseling, Training, and Placement Service for Veterans: Operated by **Department of Commerce - Division of Workforce Solutions**, which provides Veterans Services staff and training information related to services for veterans.
5. Programs authorized under State unemployment compensation laws: Operated by **Department of Commerce - Division of Workforce Solutions**, which provides Title III staff and training information related to the state's unemployment compensation programs (UI, RESEA and EAI).

Center customers have easy access to all of the above programs and activities within the various program guidelines and regulations.

I.B Required Partners at the Career Center (Part-Time)

1. Programs authorized under title I of the Rehabilitation Act of 1973: Operated by the **NC Division of Vocational Rehabilitation**, which provides a Vocational Rehabilitation Counselor on-site once a week and training information related to Vocational Rehabilitation programs. When not on-site, referrals between the Career Center and this Partner are made informally and formally as required.

I.C Off-Site Required Partners

1. Adult education and literacy activities authorized under Title II: Operated by **Asheville-Buncombe Technical Community College** and the **Literacy Council of Buncombe County**. Referrals between the Career Center and these Partners are made informally.
2. Activities authorized under title V of the Older Americans Act of 1965: Operated by **Land-of Sky Regional Council**. Referrals between the Career Center and this Partner are made informally and formally as required.
3. Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006: Operated by **Asheville-Buncombe Technical Community College**. Referrals between the Career Center and this Partner are made informally and formally as required.
4. Youth Programs: Operated by **Green Opportunities, Goodwill Industries** and **Buncombe County Schools**. Referrals between the Career Center and these Partners are made informally.
5. Programs authorized under part A of title IV of the Social Security Act: Temporary Assistance for Needy Families: Operated by **Buncombe County Division of Health and Human Services**. Referrals between the Career Center and this Partner are made informally and formally as required.
6. Mountain Area Workforce Development Board Staff: Provides functional oversight of the **NCWorks Career Center Asheville**. WDB staff also provides technical assistance, monitoring and oversight of Workforce Innovation and Opportunity Act programs, coordination of business services activities and acts as liaison to the Mountain Area WDB.

I.D Required Partners Not Included in MOU

1. Employment and training activities carried out under the Community Services Block Grant Act: Operated by **Community Action Opportunities**.
2. Employment and training activities carried out by the Department of Housing and Urban Development: Operated by **Asheville Housing Authority**.
3. Programs authorized under section 212 of the Second Chance Act of 2007: Operated by **Goodwill Industries**.

Although the Career Center and the above named Partners are cross-referring customers at this time, there are no informal or formal referral agreements currently in place. In accordance with WIOA 121 (b)(1)(B), such agreements will be made to allow for the informal and/or formal referral of customers and the MOU modified to reflect these agreements.

II. 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 (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. *Currently only the two full-time center partners and Mountain Area WDB contribute to infrastructure costs; as other partners begin cost sharing, it will be so noted as an addendum to this MOU.*
- c.) Enter into a local Memorandum of Understanding (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 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)

III. Costs of Services

- a.) Cash and In-Kind for Ongoing One-Stop Delivery System Operators
- b.) Infrastructure Costs One-Stop Centers

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.

For the NCWorks Career Center Asheville, infrastructure cost sharing is as follows:

1. **Department of Commerce – Division of Workforce Solutions** operates the center and provides leased space, computer access for center staff, telephone access, fax equipment, copiers, supplies and management of the daily operations of the center.
2. **Asheville-Buncombe Technical Community College** provides WIOA Adult and Dislocated Program staff, administers funding for long-term and short-term training programs and provides supplies and marketing materials. A-B Tech also provides a part-time instructor for an employability lab and a monthly basic computer skills class.
3. **Mountain Area Workforce Development Board** maintains the center's Wi-Fi connectivity and the service contract for the center's wireless computers, provides funding for marketing materials and center signage and can assist with other miscellaneous infrastructure costs within budgetary allowances.

IV. 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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 days' 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]

XI. 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.

AUTHORITY, AGREEMENT, AND SIGNATURE PAGE

The individuals signing below have the authority to commit the Partner they represent to the terms of this MOU. They also agree that the provisions contained in this MOU are subject to all applicable Federal, State and Local laws, regulations and/or guidelines relating to equal opportunity, nondiscrimination, displacement, privacy rights of participants and maintenance of records and other confidential information relating to NCWorks Career Center Customers.

David Gath 5/4/16
Chief Elected Official, Mountain Area Workforce Development Consortium

Bill Dush May 4, 2016
Chairman, Mountain Area Workforce Development Board

Jesus Kujaj 5 May 16
President, Asheville-Buncombe Technical Community College

John C. Brown 5-3-2016
Director, Mountain Area Workforce Development Board

Imogene Mathis 5-4-16
NC Department of Commerce-Division of Workforce Solutions Manager

Tony Balch 5-5-16
Superintendent, Buncombe County Schools

Mandy Stone 5-5-16
Director, Buncombe County Department of Health and Human Services

Executive Director, Green Opportunities

Kara McAn 5-5-16
Director, Goodwill Industries

Unit Supervisor, Vocational Rehabilitation Services

Allely V. Fisher 5/6/16
Executive Director, Literacy Council of Buncombe County

Bill 5-3-16
Executive Director, Land-of-Sky Regional Council

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Chief Elected Official, Mountain Area Workforce Development Consortium

Chairman, Mountain Area Workforce Development Board

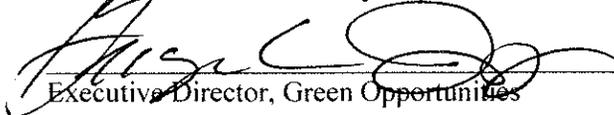
President, Asheville-Buncombe Technical Community College

Director, Mountain Area Workforce Development Board

NC Department of Commerce-Division of Workforce Solutions Manager

Superintendent, Buncombe County Schools

Director, Buncombe County Department of Health and Human Services



Executive Director, Green Opportunities

Director, Goodwill Industries

Unit Supervisor, Vocational Rehabilitation Services

Executive Director, Literacy Council of Buncombe County

Executive Director, Land-of-Sky Regional Council