

Attachment 2 & 3

LOCAL MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHEAST MISSOURI WORKFORCE DEVELOPMENT BOARD (SEWDB)
AND
*THE SOUTHEAST MISSOURI REGION ONE-STOP PARTNERS***

Linda Fitzgerald, One Stop Operator
**Individual designated by the Local Board
Chair to lead MOU negotiations**

lfitzgerald@mersgoodwill.org
Email address

Linda Fitzgerald, One Stop Operator
**Impartial individual designated by the Local
Board Chair to lead annual budget
negotiations**

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Legal Authority

The Workforce Innovation and Opportunity Act (WIOA) Section 121(c)(1) requires that the local Workforce Development Board (WDB), with the agreement of the Chief Elected Officials (CEO), shall develop and enter into a memorandum of understanding (MOU) between the Local WDB and the One-Stop Partners consistent with WIOA Section 21(c)(2), concerning the operation of the One-Stop Delivery System in the local Workforce Development Area (LWDA). “The MOU is the product of local discussion and negotiation and is an agreement developed and executed between the Local WDB and the One-Stop Partners. Agreement of the CEO and the One-Stop Partners, relating to the operation of the One-Stop Delivery System in the LWDA. Two (2) or more LWDA’s in a region may develop a single joint MOU, if they are in a region that has submitted a regional plan under sec. 106 of WIOA.” [20 CFR 678.500 (a), 34 CFR 361.500(a), and 34 CFR 463.500(a) and in federal guidance.

1. PURPOSE AND SCOPE OF MOU

a. INTRODUCTION:

This Memorandum of Understanding (MOU) establishes the spirit of cooperation and collaboration by Southeast Missouri Workforce Development Board (SEWDB); and the One-Stop Delivery System signatory partners (“the Partners”) hereafter named. It describes how they will use their various funding streams and resources to serve their mutual customers, both job seekers and employers, through an integrated system of service delivery operated at three (3) comprehensive sites, called Missouri Job Centers, and one (1) affiliated satellite sites. We understand that the development and implementation of these sites will require mutual trust and teamwork between the partnering agencies.

This MOU supports the vision and commitment of the SEWDB and required partners to establish and maintain high-quality workforce development systems and centers that will provide programs participants the ability to move along their chosen career pathway, leading to high paying jobs in growing sectors of the economy that offer long-term opportunities for stable employment and ultimately assist businesses in Missouri to be competitive in a global economy.

2. PARTIES TO THE MOU

PARTIES TO MOU	TYPED NAME
Southeast Workforce Development Board CLO	Tammy Tankersley
Southeast Workforce Development Board Chair	Tom Greminger
Southeast Workforce Development Board CLEO	Garry Nelson
REQUIRED PARTNERS AS PARTIES TO MOU	ENTITY ADMINISTERING PROGRAM TYPED NAME
Title I: Adult, Dislocated Worker, Youth	Missouri Office of Workforce Development (OWD) – Mardy Leathers
Title II: Adult Education and Family Literacy	Adult Education and Literacy Cape Girardeau Public Schools – Pamela Riehn Bonne Terre/Unitec Adult Education and Literacy – Amy Jones
Title III: Employment Programs under Wagner-Peyser	Missouri Office of Workforce Development (OWD) – Mardy Leathers
Title IV: Vocational Rehabilitation Services	Missouri Division of Rehabilitative Services – Elizabeth Perkins
Carl Perkins/Post-secondary Career & Technical Education	Mineral Area College – Michele Shore Three Rivers College – Missy Marshall
Unemployment Compensation	Missouri Division of Economic Security – Spencer Clark
Veterans Services	Missouri Office of Workforce Development – Mardy Leathers Missouri Veterans Commission, Dept. P.S.— David Lee
Trade Readjustment Assistance (TRA)	Missouri Office of Workforce Development – Mardy Leathers
Trade Adjustment Assistance Act (TAA)	Missouri Office of Workforce Development – Mardy Leathers
Migrant and Seasonal Farmworkers (Section 167)	UMOS (WIOA 167 MSFW)/ – Jose Martinez
Community Services Block Grant (CSBG)	Delta Area Economic Opportunity Corporation (DAEOC) – Joel Evans
Title IV: Rehabilitative Services for the Blind	DSS – Keith Roderick Keith.A.Roderick@dss.mo.gov
Senior Community Services Employment Program (SCSEP)	MERS/Goodwill – Dr. LaVerne Gillespie
Temporary Assistance for Needy Families (TANF)	MERS/Goodwill – DeAnn Briggs
Second Chance Act	N/A

Housing and Urban Development Employment and Training Activities	N/A
Job Corps	MINACT - Paulette Lewis
Youth Build	N/A
Native American Programs (Section 166)	N/A
ADDITIONAL PARTNERS AS PARTIES TO MOU	ENTITY ADMINISTERING PROGRAM TYPED NAME
Supplemental Nutrition Assistance Program (SNAP) Employment and Training Activities	Department of Social Services – (Administered by the SEWDB) Tammy Tankersley

3. Authority and Signatures

By signing below you agree to comply with the terms of this agreement. Your signature certifies that you have read the above information and all of your questions have been discussed and answered satisfactorily. By signing this document, you certify that you have the legal authority to bind your agency (outlined below) to the terms of the MOU, the attached Infrastructure Funding Agreement and One Stop Operating Budget.

Workforce Development Board of Southeast Missouri (SEWDB)

SEWDB Chief Operating Officer

Name: _____

Signature: _____ Date: _____

Title I: Adult, Dislocated Worker, Youth

Organization: Office of Workforce Development

Name: _____

Signature: _____ Date: _____

Title II: Adult Education and Family Literacy

Organization: Cape Girardeau Public Schools Adult Education and Literacy

Name: _____

Signature: _____ Date: _____

Organization: Bonne Terre Adult Education and Literacy/UNITEC

Name: _____

Signature: _____ Date: _____

Title III: Employment Programs under Wagner-Peyser

Organization: Office of Workforce Development (OWD)

Name: _____

Signature: _____ Date: _____

Title IV: Vocational Rehabilitation Services

Organization: Department of Elementary and Secondary Education

Name: _____

Signature: _____ Date: _____

Carl Perkins/Post-secondary Career & Technical Education

Organization: Mineral Area College

Name: _____

Signature: _____ Date: _____

Organization: Three Rivers College

Name: _____

Signature: _____ Date: _____

Unemployment Compensation

Organization: Missouri Division of Employment Security

Name: _____

Signature: _____ Date: _____

Veterans Services

Organization: Office of Workforce Development (OWD)

Name: _____

Signature: _____ Date: _____

Trade Adjustment Assistance Act (TAA)

Organization: Office of Workforce Development (OWD)

Name: _____

Signature: _____ Date: _____

Trade Readjustment Assistance (TRA)

Organization: Office of Workforce Development (OWD)

Name: _____

Signature: _____ Date: _____

Migrant and Seasonal Farmworkers (Section 167)

Organization: UMOS Inc.

Name: _____

Signature: _____ Date: _____

Community Services Block Grant (CSBG)

Organization: DAEOC

Name: _____

Signature: _____ Date: _____

Rehabilitative Services for the Blind

Organization: Department of Social Services

Name: _____

Signature: _____ Date: _____

Senior Community Services Employment Program (SCSEP)

Organization: MERS Goodwill

Name: _____

Signature: _____ Date: _____

Second Chance Act N/A

Temporary Assistance for Needy Families (TANF)

Organization: MERS Goodwill

Name: _____

Signature: _____ Date: _____

Housing and Urban Development Employment and Training Activities N/A

Job Corps

Organization: MINACT/Job Corps

Name: _____

Signature: _____ Date: _____

Organization: Mingo Job Corps Civilian Conservation Center

Name: _____

Signature: _____ Date: _____

Youth Build N/A

Native American Programs (Section 166) N/A

ADDITIONAL PARTNERS AS PARTIES TO MOU

Supplemental Nutrition Assistance Program (SNAP) Employment and Training Activities

Organization: Department of Social Services

Name: _____

Signature: _____ Date: _____

**Infrastructure Funding Agreement
 For
 Southeast Missouri Workforce Development Region**

The sharing and allocation of infrastructure costs among one-stop partners are governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for 2 Federal Awards at 2 CFR part 200 (Uniform Guidance). All one-stop partner programs must contribute to the infrastructure costs and certain additional costs of the one-stop delivery system based on their proportionate use, as required by 20 CFR 678.700 and 678.760, 34 CFR 361.700 and 361.760, and 34 CFR 463.700 and 463.760. A partner's contribution must be an allowable, reasonable, necessary, and allocable cost to the program, consistent with the Federal Cost Principles set forth in the Uniform Guidance. Funding provided by the one-stop partners to cover the operating costs, including infrastructure costs, of the one-stop delivery system must be based on the partner program's proportionate use of the system and relative benefit received.

- I. Listing of Partners and Services physically located in the One Stop Centers:
 - Workforce Development Board of Southeast Missouri (SEWDB): WIOA Adult, Dislocated Worker and Youth Programs (Title I), SNAP/SkillUp Program
 - Office of Workforce Development (OWD): Wagner-Peyser, Trade Adjustment Program, Jobs for Veterans State Grants, Workforce Coordinator, Migrant and Seasonal Farm Worker Programs
 - Division of Employment Security: State Unemployment Compensation Law Activities (Through cross-Trained OWD Staff)
 - Department of Family Services: Temporary Assistance for Needy Families (through contract with MERS/Goodwill)
 - Vocational Rehabilitation (VR)

- II. Listing of Partners and Services provide services through Direct Linkage:
 - Vocational Rehabilitation (VR)/Rehabilitative Services for the Blind (RSB)
 - Division of Employment Security: State Unemployment Compensation Law Activities
 - Three Rivers College and Mineral Area Community College: Perkins Career and Technical Education
 - Department of Family Services: Temporary Assistance for Needy Families (through contract with MERS/Goodwill)
 - MINACT: Job Corps (WIOA Title I)
 - UMOS (WIOA 167 MSFW: Migrant and Seasonal Farm Worker Programs (National Farmworker Jobs Program)
 - North St. Francois County R-I School District AEL Program and Cape Girardeau Public School District: Adult Education and Literacy (Title II)
 - MERS Goodwill: Senior Community Service Program (SCSEP)
 - Delta Area Economic Opportunity Corporation (DAEOC): Community Services Block Grant (CSBG) programs

- III. Listing of Partners and Services provide services through Cross-Trained Staff:
 - Division of Employment Security (DES): State Unemployment Compensation Law Activities
 - DES makes services available through the comprehensive one-stop center through cross-trained staff members. The Division will pay for any dedicated telephone lines or computer

connections. The Division will provide training on the Unemployment Insurance program to partner agencies. The Division provides funding to OWD which is turn goes to the local areas in the form of labor exchange services. This agreement ensures that the necessary services are available and delivered to customers to allow them to obtain employment, retain employment, or obtain education and training that leads to employment.

- IV. Listing of Required Partner programs/agencies that do not operate Employment and or Training activities in the Region and are therefore not included in funding calculations:
- Second Chance Act
 - Native American programs
 - Youth Build
 - Housing and Urban Development (HUD)

V. General Financial Information

The Southeast Region Comprehensive Job Centers are administered by the Southeast Region Workforce Development Board (SEWDB).

It is the SEWDB's intent to charge costs directly to the programs it administers whenever possible. Expenses incurred for the benefit of a specific program will be charged directly to the benefiting program. Infrastructure Costs required for operation of the Comprehensive Job Centers, will be pooled and distributed amongst those partner programs operating within the Southeast Region.

VI. Operating Costs

Operating costs are costs that are necessary for the general operation of the one-stop center. These costs include both Infrastructure and Additional Costs.

Infrastructure Costs are non-personnel costs and include such items as rental of the facilities, utilities and maintenance, equipment, and technology. The infrastructure costs budget for the one-stop system in the Southeast Region includes the following, agreed upon line items.

- Facility Rent
- Utilities (Power/Water, etc)
- Technology Costs (Phone, Internet)

One-stop partners must share in additional costs, which may include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center. Additional costs may include personnel costs (salaries, wages, and fringe benefits). The Additional costs budget for the one-stop system in the Southeast Region includes the following, agreed upon line items.

- Office Supplies

The budgeted operating costs of these items for the 2021/22 program year are shown in the Appendix A spreadsheet, which shows the costs of each of the Comprehensive One-Stop Centers and the one-stop system.

There are three (3) comprehensive one-stop centers with costs being combined and allocated to partner agencies based on the cost allocation method.

Cost allocation methodology:

The methods of cost allocation utilized will be based on Full Time Equivalent (FTE) calculations for each partner. An FTE is calculated as 1 person @ 40hours/week = 1 FTE. Required partners

must share costs to operate one-stop centers in proportion to the benefit each partner receives by participating in the local workforce delivery system. The proportion of each required partner's FTE staffing dedicated to support the operation the one-stop system will be used as the basis for determining each required partner's allocation of the agreed-upon shared costs.

Required partners must commit a minimum of a .2 FTE staff to provide services at the one-stop center through either onsite program or contractor staff, onsite program or contractor staff who are cross-trained to deliver services on behalf of another required partner, or through offsite staff available via on demand technology meeting the requirements of "direct linkage".

These Partners use and derive benefits from the One Stop System and agree to pay a cash contribution based on the agreed upon cost allocation method.

- Workforce Development Board of Southeast Missouri (SEWDB) : WIOA Adult, Dislocated Worker (DLW), Youth Programs (Title I)
 - A total of 9 FTEs, 3 Youth – 1 in each center, 3 Adult/DLW/SkillUp – 1 in each center, 2 Job Leads, 1 Outreach Specialist.
- Workforce Development Board of Southeast Missouri (SEWDB) : SNAP/SkillUp Program
 - This is covered by WIOA Adult/DLW individuals
- Office of Workforce Development (OWD): Wagner Peyser, Trade Adjustment Program, Jobs for Veterans State Grants, Migrant and Seasonal Farm Worker Program, Unemployment Assistance, Workforce Coordinator
 - A Total of 24 FTE's, 11 in Sikeston, 6 in Kennett, 7 in Park Hills
- Three Rivers College and Mineral Area Community College: Perkins Career and Technical Education
 - .2 FTEs for each school, services offered through Technology
- Department of Family Services: Temporary Assistance for Needy Families (through contract with MERS/Goodwill)
 - .2 FTEs, Services offered through Technology
- MINACT: Job Corps (WIOA Title I)
 - .2 FTEs, services offered through technology
- North St. Francois County R-I School District AEL Program
 - .2 FTEs. North St. Francois County R-I School District AEL Program services through On-Site Staff and Technology
- MERS Goodwill: Senior Community Service Program (SCSEP)
 - .2 FTEs, services offered through technology (Minus "Other Costs, covered by In-Kind contributions, outlined below)
- Vocational Rehabilitation (VR)
 - .24 FTEs, services offered through combination of On-Site Staff and Technology.

These Partners use and derive benefits from the One Stop System and agree to provide Non-Cash contributions based on the agreed upon cost allocation method.

- MERS Goodwill: Senior Community Service Program (SCSEP)
 - Other Costs, services offered through technology
 - SCSEP provides personnel that assist in Job Center duties (customer assistance and other duties). Per DOL guidelines in TEGL 16-16, Change 1, cost savings to the SEWDB are allowed to be used to offset "Additional Costs" associated with Job Center operations. SCSEP provides several part-time personnel at a cost savings of for the SEWDB. The SEWDB agrees to offset costs for the SCSEP program by the "Additional Costs" amount shown on the SEWDB Budget Sheet (Appendix A) Line 75.

- Cape Girardeau Public School District #63: Adult Education and Literacy
 - .2 FTEs, services offered through technology
 - Cape Public School AEL agrees to provide Proctored TABE testing for 100 individuals within the Cape Public School AEL service area at a cost savings to the SEWDB of \$1050.00 as In-Kind contributions to cover their “Total Shared Costs all Centers” as shown on the SEWDB Budget Sheet (Appendix A).
- Title IV Rehabilitative Services for the Blind
 - .2 FTEs, services offered through technology
 - RSB will provide an assessment of facility and programmatic accessibility for blind and visually impaired individuals to access services as needed. The assessment would be provided as needed by RSB personnel, estimated at 4 hours in length. Market value would be based on current private rehabilitation contract rates of \$129 per hour, total \$516 per facility.
- DAEOC: Community Services Block Grant (CSBG) programs
 - .2 FTEs, services offered through Technology
 - DAEOC agrees to help market Job Center services through their outreach programs and allow for as-needed use of Training rooms and WiFi in Portageville and Hayti for WIOA Youth and Job Center outreach/services. Use of these facilities equates to comparable valuation for shared infrastructure costs.
- UMOs (WIOA 167 MSFW)
 - .2 FTEs, services offered through technology
 - UMOs agrees to provide bi-lingual workshops for Seasonal and Migrant Farm Workers on a quarterly basis at a fair valuation to cover their “Total Shared Costs all Centers” as shown on the SEWDB Budget Sheet (Appendix A).

All Partners agree to the amounts indicated on the One Stop Operating Budget spreadsheet Appendix A, Line 102 “Total Shared Costs all Centers” and understand that payments and/or in-kind contributions will be based on these budgeted costs beginning July 1, 2021.

VII. Payment and Reconciliation

Funding will be calculated using the Full Time Equivalent (FTE) method (1 person working 40 hours/week = 1 FTE). Total Shared Costs for all of the Comprehensive Job Centers are compared to the total number of FTEs across all centers and costs are allocated to each agency based on the number of FTEs they have in the centers. A minimum level of .2 FTEs was agreed upon for a minimum funding level for all partners, regardless of use of the Job Center through in-place staff or technology access. The reasoning with setting a minimum FTE is that each agency, even when no staff is physically present in the Job Center, derives benefits for their programs and clients from referrals to and from the Job Center and other partners there. In addition, Job Center Staff must have the partner program knowledge, capability and time to assist clients with contacting Partner Agencies through technology means when they are located outside the Job Center.

- * Partners whom use the Job Center on a daily basis and have daily FTEs, will be billed per FTE.
- * Partners whom use the Job Center on a regular basis, but not a daily FTE will be billed for .20 FTEs or FTEs based on average hours used, whichever is greater.
- * Partners whom do not use the Job Center on a regular basis, but are a required partner will be billed at the rate of .20 FTEs.

This cost sharing agreement will go into effect July 1, 2021. Amounts will be reviewed every year and re-negotiated as required based on actual expenditures from the previous year.

Responsibility for payment will be contingent on the availability of funding from every partner. Payment of infrastructure and system costs will be based on the annual budget for the One Stop. (See Appendix A.)

In the case of a dispute, all partners agree to comply with the Southeast Missouri Workforce Development Board's (SWDB) Conflict Resolution Procedure for Memoranda of Understanding to resolve their differences. However, nothing in this Article of MOU shall require the partners to submit a thirty (30) day cancellation of this entire MOU to conflict resolution or binding arbitration. The SEWDB and all partners shall adhere to the following conflict resolution process for disputes arising out of any provisions of this MOU:

1. The partners will negotiate in good faith with the assistance of a neutral convener to identify the nature of the dispute, and attempt to identify ways in which the dispute can be resolved.
2. If the dispute cannot be resolved among the local partners, the matter will be forwarded to the State of Missouri for resolution.
3. The partners agree to follow this process and continue to work on a local resolution of disputes if at all possible.

On an annual basis, the partners will collaborate to compile actual infrastructure and shared system costs for the prior year, along with data on actual staffing contributions to operation of the One-Stop, and to prepare a report for use by all of the partners that compares these actual and budgeted values. This will be done to support the proper allocation costs in a manner that fully complies with the applicable costs principles, and to assist in preparation of negotiations for the following year.

The partners will be billed by the Title I Partner quarterly for the amount owed for both infrastructure and shared system's costs that is to be paid by cash contribution beginning July 1, 2020 and each quarter after that. Each quarterly billing will be for 25% of the annual cost share contribution listed on Appendix A, Line 102. The partner contributions will be reconciled twice a year against actual expenses. A budget reconciliation with all Required Partners will take place annually, at the end of each program year, to compare contributions and expenses and determine if refunds or additional contributions are required. Additionally, budgeted amounts will be adjusted accordingly for the following year.

* If cost share contributions are higher than the actual cost, then the partners will be refunded any amount over 10% of cost. The 10% held will be used for the following year's cost to reduce any unexpected increases or change in partner FTEs. If the 10% is not used the third year, then it shall be refund to the contributing partners.

* If the cost share contributions are less than the actual cost, then each partner will be required to pay the additional amount up to 10% of their allocated cost.

VIII. Additional Space Utilization Costs

Agencies, Required Partner or others, that wish to utilize space (additional space in the case of Required Partners) in one or more of the Comprehensive Job Centers, may do so, without a requirement to modify the Partner MOU or this IFA. Those agencies will be billed for usage based on the number of calculated FTEs for the time period they are in the Job Centers at the current Average Per FTE rate established in Attachment A. These additive funds will be taken into account with Required Partner agencies during the annual budget reconciliation process.

IX. Loss of Funding/Services

Parties to this IFA that lose funding or discontinue services during the time this IFA is in effect will have billing cease at that time. This will be addressed and costs adjusted during the end of year reconciliation process.

X. Certification

This is to certify that all costs included in this plan are allowable and in accordance with the requirements of the federal awards to which they apply and 2 CFR 200 (Uniform Guidance), Cost Principles for State and Local Governments.

All costs included in this plan are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Notification will be provided regarding any accounting changes that would affect the proposal materially.