



Oklahoma Office of Workforce Development  
900 N. Portland Ave.  
Oklahoma City, OK 73107

**OKLAHOMA WORKFORCE DEVELOPMENT ISSUANCE #06-2017**

**TO:** Chief Local Elected Officials  
Workforce Development Board Chairs  
Workforce Development Board Staff  
Workforce Development Fiscal Agents

**FROM:** Erin E. Risley-Baird, Executive Director

**DATE:** June 30, 2017

**SUBJECT:** Memorandum of Understanding Guidance and MOU Toolkit, under the Workforce Innovation and Opportunity Act of 2014 (WIOA), PHASE I

**PURPOSE:** The Oklahoma Office of Workforce Development (OOWD), as the Governor's chosen Workforce Innovation and Opportunity Act (WIOA) administrative entity, provides this issuance as guidance for the local development and execution of Phase I of a Memorandum of Understanding (MOU) with all of the required partners.

**BACKGROUND:** Required under WIOA, the MOU is an agreement developed and executed between the Local Workforce Development Board (LWDB) and the Oklahoma Works (One-Stop) partners (OSPs), with the agreement of the Chief Local Elected Official (CLEO) and the OSPs, relating to the operation of the Oklahoma Works (One-Stop) delivery system in the local area. The LWDB acts as the convener of MOU negotiations and shaper of how local one-stop services are delivered in Oklahoma Works (One-Stop) Centers, a proud partner of the American Job Center Network.

WIOA emphasizes full and effective partnerships between LWDBs, CLEOs, and OSPs, and an MOU is a testament to this partnership; demonstrating good faith negotiations, coordination, and cooperation on behalf of the parties involved.

***\*PHASE II: Cost Allocation and Infrastructure Funding.*** The cost allocation and Infrastructure Funding Agreement (IFA) required by WIOA to be a part of the MOU must be in effect no later than January 1, 2018 (according to the U.S. Department of Labor, in accordance with their transition authority). At a later date, OOWD will issue Phase II in a supplementary policy regarding this portion of the MOU that will offer detail and explanation of the new process and requirements under WIOA. Phase II will build upon the agreements established in Phase I. ***Cost allocation and infrastructure funding exceptions are identified by an asterisk (\*) and are not required to be in effect by the June 30, 2017 deadline.***

<b>RESCISSIONS</b> OETI 16-2008; MOU Toolkit, 2008	<b>EXPIRATION DATE</b> Continuing
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## REFERENCES:

- The Workforce Innovation and Opportunity Act (WIOA) Sections 121 (a-c), (h)
- 20 CFR part 678.500, 34 CFR 361.500-361.510, 34 CFR 463.500-463.510
- TEGL 16-16
- Innovation and Opportunity Network Sample MOU and Infrastructure toolkit  
[https://ion.workforcegps.org/resources/2017/03/23/13/30/Sample\\_MOU\\_Infrastructure\\_Costs\\_Toolkit](https://ion.workforcegps.org/resources/2017/03/23/13/30/Sample_MOU_Infrastructure_Costs_Toolkit)

## DEFINITIONS:

### Required Partners

The Workforce Innovation and Opportunity Act requires that the local organizations responsible for specified federal programs must enter into MOUs. These programs include:

- Workforce Innovation and Opportunity Act Title I programs, including:
  - Adults;
  - Dislocated Workers;
  - Youth;
- National programs if located within the local area:
  - Job Corps;
  - YouthBuild;
  - Indian and Native American programs; and
  - National Farmworker Jobs Programs (NFJP)/Migrant and seasonal farmworker programs;
- Employment services authorized under the Wagner-Peyser Act
- Adult Education and Family Literacy Act (AEFLA)
- The Vocational Rehabilitation program authorized under title I of the Rehabilitation Act of 1973
- The Senior Community Service Employment Program authorized under title V of the Older Americans Act of 1965
- Career and technical education programs at the post-secondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006
- Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974
- Jobs for Veterans State Grant programs authorized under chapter 41 of title 38, U.S.C
- Employment and training activities carried out under the Community Services Block Grant
- Employment and training activities carried out by the Department of Housing and Urban Development
- Programs authorized under sec. 212 of the Second Chance Act of 2007 and WIOA sec. 169
- Temporary Assistance for Needy Families (TANF) authorized under part A of title IV of the Social Security Act

### Additional Partners

In addition to the required partners, other entities that carry out workforce development programs in the area may be named as One-Stop system partners. It should be noted that all entities designated as One-Stop system partners assume the same responsibilities as required partners.

- Additional partners may include:
  - Employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act
  - Employment and training programs carried out by the Small Business Administration
  - Supplemental Nutrition Assistance Program (SNAP) employment training programs, authorized under secs. 6 of the Food and Nutrition Act of 2008
  - Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973

- Programs authorized under the National and Community Service Act of 1990
- Other entities that carry out a workforce development program, including Federal, State, or local programs and programs in the private sector, may serve as additional partners in the one-stop system if the Local Board and chief elected officials approve the entity's participation.

**MESSAGE:** The local Memorandum of Understanding (MOU) is the recognized vehicle for the Local Board to implement an agreement among the one-stop partner programs regarding one-stop delivery of services in the local workforce development area. Under WIOA, two or more Local Boards may negotiate, develop, and implement a joint MOU as part of regional planning and operations. Within a local area, the Local Board may establish an “umbrella” agreement that creates a single MOU negotiated among all partners.

### **MOU Requirements**

The MOU must include:

1. Description of services to be provided through the one-stop delivery system, including the manner in which the services will be coordinated and delivered through the system;
2. \*Agreement on funding the costs of the services and the operating costs of the system, including:
  - a. funding of infrastructure costs of one-stop centers
  - b. funding of the shared services and operating costs of the one-stop delivery system;
3. Methods for referring customers between the one-stop operators and partners for appropriate services and activities;
4. Methods to ensure that the needs of workers, youth and individuals with disabilities are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system;
5. The duration of the MOU and procedures for amending it;
6. Assurances that each MOU will be reviewed, and if substantial changes have occurred, renewed not less than once every 3-year period to ensure appropriate funding and delivery of services; and
7. When fully executed, the signatures of the LWDB, one-stop partners, the CLEO(s), and the time period in which the agreement is effective.

The MOU may include any other provisions agreed to by the parties that are consistent with law and regulations.

The LWDB must document the negotiations and efforts that have taken place in the MOU.

### **MOU Revisions and Updates**

The MOU **must be updated not less than every 3 years** to reflect any changes in the signatory official of the Board, one-stop partners, and CLEOs, or one-stop infrastructure funding. To determine if the MOU must be updated, the MOU **must be reviewed annually** to determine if updates are necessary.

If a one-stop partner appeal to the state regarding infrastructure costs results in a change to the partner's infrastructure cost contributions, the MOU must be updated to reflect the final one-stop partner infrastructure cost contributions.

### **Situations Where Agreements Cannot be Met**

The LWDB must report in writing and deliver electronically to the Governor's Council, OOWD, and relevant State agency when MOU negotiations with one-stop partners have reached an impasse or

failed to execute such agreement by the deadline. The LWDB must include documentation on the negotiations and efforts that have taken place in the MOU and submit electronically to OOWD.

The Governor's Council, one-stop partner programs, and OOWD may consult with the appropriate Federal agencies to address impasse situations related to issues other than infrastructure funding after attempting to address the impasse. Additionally, if the State cannot assist the LWDB in resolving the impasse, the Governor or the State WDB must report the failure to the Secretary of Labor and to the head of any other Federal agency with responsibility for oversight of a partner's program.

**TIMELINE:** Execution of Phase I of local MOUs must be completed by June 30, 2017 and then updated at least every three years. Phase II of the MOU, which includes the Infrastructure Funding Agreement must be in effect by January 1, 2018 (guidance forthcoming).

MOUs must be reviewed annually to determine if MOUs must be updated.

Written notification of impasse and failure to execute the MOU, with supporting documenting must be provided electronically no later than June 30, 2017, or the time at which the MOU revisions and updates are required, at least every three years.

**ACTION REQUIRED:** This OWDI is to become a part of the permanent records of all local Workforce Development Boards and shared with all appropriate staff.

The attached Memorandum of Understanding (MOU) Toolkit and USDOL MOU toolkit should be used during development of your MOU. By following the logical step-by-step instructions and guidance, and the template provided by USDOL, the development process will be significantly simplified.

In order for the State to document the update of the MOU was accomplished at minimum once every three years, a form at Appendix A has been provided. Regardless of changes made to the MOU, the review and any updates must be documented on the provided form at Appendix A and forward to the Oklahoma Office of Workforce Development by June 30 of each program year.

**INQUIRIES:** If you have any questions about this issuance, please contact system coordinator staff in the Oklahoma Office of Workforce Development. Contact information can be found at <http://www.oklahomaworks.gov/about/>.

**ATTACHMENTS:**

Attachment A: Local Workforce Development Board Annual Review of MOU

Attachment B: Oklahoma's MOU Toolkit

Attachment C: [USDOL's MOU Toolkit](#)

**ATTACHMENT A: Local MOU Review Notification**

**LOCAL WORKFORCE DEVELOPMENT BOARD  
MEMORANDUM OF UNDERSTANDING (MOU) REVIEW**

Please check the appropriate statement and fill in the blanks as necessary.

- \_\_\_\_\_ We certify that we are within our 3-year timeframe, and an annual review was accomplished by all system partners with no substantive changes required.
- \_\_\_\_\_ This is to notify the Oklahoma Office of Workforce Development that our current MOU dated \_\_\_\_\_ is being reviewed and modified. Upon completion of necessary modifications, we will forward to OOWD for review on \_\_\_\_\_.
- \_\_\_\_\_ We request an extension to our current MOU from \_\_\_\_\_ to \_\_\_\_\_.

FOR ANNUAL REVIEW, LIST NAMES OF SYSTEM PARTNERS	DATE OF REVIEW	COMMENTS
AUTHORIZATION		

**For the Workforce Development Board**

**Agreed to by the Chief Local Elected Official**

\_\_\_\_\_  
Board Chair Signature                      Date

\_\_\_\_\_  
CLEO Signature                              Date



**OKLAHOMA  
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**MOU TOOLKIT  
FOR  
OKLAHOMA  
2017**

## MOU TOOLKIT FOR OKLAHOMA

As Oklahoma builds an integrated, high-quality workforce development system to better serve business and job seekers, one of the crucial challenges will be the development and refinement of Memoranda of Understanding (MOUs). Developing and refining local MOUs will be a complicated process where parties might be pulled in different directions by competing philosophical, legal, and financial considerations. However, there are logical steps to be taken, and a number of valuable resources, to make the process manageable. This Toolkit provides help in understanding the issues involved and a structure for completing this complex task and is intended to be complementary to the toolkit provided by USDOL.

This Toolkit is organized into logical steps. The Toolkit begins with an explanation of a Memorandum of Understanding and discussion of negotiating strategies. Step 1 is to familiarize yourself with the negotiation process. Step 2 requires getting appropriate players to the table discussing service to customers. Step 3 is to make decisions about your local workforce development system design and its services. Step 4 is about sharing customers within the system and other partner programs. Step 5 is about establishing the mechanisms to continuously improve the system to meet changing customer expectations.

### STEP 1: GET PREPARED

We suggest you start by gathering information and trying to bring this exercise into focus. Review this Toolkit and take advantage of the various resources listed in the last section.

#### What is a Memorandum of Understanding (MOU)?

The Memorandum of Understanding is the keystone of the local workforce development system. **It is a document drawn up after the local system has been designed, and decisions have been made, about what services will be delivered, by whom, how, and at what cost (decided at a later date).** The MOU defines the terms of each One-Stop system partner's participation in the local system. The Local Workforce Development Board in agreement with the Chief Local Elected Official and each One-Stop system partner are responsible for developing the MOU for presentation to and execution by the Local Workforce Development Board (LWDB) and each One-Stop system partner. It must describe each of the following:

- The Local Board's One-Stop Delivery System Vision
- The services to be provided through the local delivery system
- How those services will be delivered, ensuring that the needs of workers, youth, individuals with barriers to employment, including those with disabilities, are addressed and provided access
- How the system operating costs will be funded (*policy will be issued at a later date*)
- Methods for referral of individuals between the One-Stop Operator and One-Stop system partners for appropriate services and activities
- The duration of the MOU and procedures for amending
- Process for continuous improvement
- Assurances that the MOU will be renewed not less than every 3 years

While the purpose of the MOU is not to increase the administrative burden of the LWDB or the One-Stop system partners, it is clear that MOUs must be in place to clarify the operational procedures of the local systems. The MOU can be used to determine that all system services are being delivered effectively and all One-Stop system partners are informed and knowledgeable about the system. The MOU can enhance the accountability and quality of the system by describing the service standards and

performance expected by the partners. It is recommended that the LWDB appoint a task force to oversee the system operation, including the MOU process.

In addition to the decisions about workforce development services and system design, local areas must make decisions about the development of MOUs. The most important of these are discussed below.

### **How do we negotiate the MOU?**

As noted earlier, the MOU describes the local workforce development system design and documents the decisions that have already been made about what services will be delivered, by whom, how, and at what cost. Therefore, **much of the MOU content has already been determined when it is time to develop the document.** However, local areas must still sort out the details of how the local system design decisions will play out for each partner.

The following suggestions will support the discussions and negotiations that must take place to reach agreement on each partner's commitment to the system.

#### **Don't rush into negotiations; prepare.**

Before actual negotiation of the MOU begins, discuss the value of collaborative approaches to negotiation and establish some agreements about the negotiation process that everyone can support. Some examples:

- Clearly explain what is important to you.
- Understand what is important to others.
- Focus on issues, not people.
- Emphasize win-win solutions.
- Focus on interests not positions.
- Generate a variety of possibilities before deciding what to do.
- Agree on objective standards for the outcome.

#### **Think through what kind of negotiator you want to be.**

Assess whether your style is accommodating, competing, or win-win. It might be helpful to discuss these styles with your negotiating partners at the first meeting in which you are establishing agreements about the process.

#### **Focus on your own and others' interests throughout negotiations.**

Look for win-win solutions: ones that meet everyone's interests to the greatest extent possible. A critical element in negotiation is to come to understand the other party's underlying interests and needs. By

#### **STEP BY STEP PROCESS**

##### **1. Notification of Partners**

The LWDB Chair (or designee) must notify all Parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

##### **2. Kickoff Meeting**

The LWDB Chair (or designee) is responsible for convening all required and optional American Job Center Partners to formally kick-off negotiations, and to ensure that, at a minimum, all American Job Center Partners from all counties within the LWDA are appropriately represented. The kickoff meeting should take place no later than within four (4) weeks of notification as it must be hosted in a timely manner to allow for all steps to be conducted in good faith and in an open and transparent environment.

At the kickoff meeting, the LWDB Chair (or designee) must provide a detailed review of all relevant documents, facts, and information and ensure all Parties have sufficient time to ask questions or voice concerns and are fully aware of expectations and the overall process.

##### **3. Negotiations**

Over the course of the four (4) weeks following the formal kickoff meeting, Partners must submit all relevant documents to the LWDB Chair (or designee) to begin the drafting of the MOU. During this time frame, additional formal or informal meetings (informational and negotiation sessions) may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all Parties.

##### **4. Draft MOU**

Within six (6) weeks<sup>11</sup> of the kickoff meeting, the LWDB Chair (or designee) must email a complete draft of the MOU to all Parties.

##### **5. Review and Comment**

Within three (3) weeks<sup>12</sup> of receipt of the draft MOU, all Parties must review and return feedback to the LWDB Chair (or designee). It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of the LWDB Chair (or designee) to ensure all American Job Center Partners to the MOU are aware of the comments and revisions that are needed.

##### **6. Finalized Draft**

The LWDB Chair (or designee) must circulate the finalized MOU and secure Partner signatures within four (4) weeks<sup>13</sup> of receipt of feedback. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all Parties.

If determined that a Partner is unwilling to sign the MOU, then the LWDB Chair (or designee) must ensure that the dispute resolution process is followed.

*\*See USDOL MOU Toolkit for details*

probing and exchanging information, you can find the commonalities and minimize the differences that seem to be evident.

### **Look for creative solutions while negotiating.**

If an agreeable solution does not present itself quickly, use techniques to think in new ways about partners' contributions and responsibilities and to help advance the negotiating process. For example, try:

- Expanding the pie - Create additional resources so that all sides can obtain their major goals.
- Compensating - One side gets what it wants and others are compensated on other issues.
- Logrolling - All sides make concessions on low-priority issues in exchange for a concession on issues any side may value more highly.
- Cost cutting - One side gets what it wants and costs to the others are reduced or eliminated.
- Bridging - No one gets his or her initial demands, but a new option that satisfies the major interests of all is developed.

### **Try focusing on interests rather than positions.**

The following are examples of focusing on interests vs. taking positions in an MOU setting:

Position: Our agency doesn't have any extra money to put toward rent here. If we can't be sponsored by one of the bigger operations, we may not be able to participate.

Interests: We want to be full partners, but we have a very small operating budget, only \$335,000 annually, and it's already programmed to support our services and facility across town. Can we try to come up with a creative way to contribute to the local system and still meet our other obligations so we don't put our grants in jeopardy?

This example explains the need, expresses value placed on partnership and contributing, lays out confidential information in a trusting way, and offers a pathway to an open-ended solution.

### **Avoiding Impasse**

The following are some suggestions that might help partners to avoid impasse.

- Explain the process.
- Indicate that there are consequences for failing to agree.
- Acknowledge the difficulty of the task and the need for good negotiating skills.
- Select a mediator from the community whom all will respect.
- Look for a community dispute resolution service and line it up ahead of time.
- Agree on consensus technique.
- Get consensus training.

### **Educate yourself about negotiating!**

One resource that may provide helpful guidance is the following:

- Fisher, Roger and Ury, William, Getting to Yes

### **What is the best forum for negotiating MOUs?**

The development of MOUs concerns One-Stop system partners at several levels and requires them to serve two primary roles:

- Local strategic planning and system oversight
- Day-to-day operations that focus on service delivery

For partners to perform both roles effectively, they need to clearly understand the nature of these roles and have the appropriate context in which to exercise them. These issues, such as those pertaining to development of the MOU, may need to be addressed in a separate setting.

While it is not required by law, we believe that there should be a separate partner forum and recommend that local partners work out as many MOU issues as possible in a “partners’ table” setting, prior to their being taken up by the Operator.

### **Who should lead this effort?**

MOUs are to be developed by Local Workforce Development Boards and One-Stop system partners, but who should convene the partners to begin negotiations? The Local Workforce Development Board should facilitate this process as envisioned by WIOA. Facilitation requires that an individual or group intervenes to assist the partners in solving problems and making decisions to improve the one-stop delivery system, but is not making decisions nor in charge. If not the Board, then possibly the center management team or One-Stop Operator. The key is not who does it, but recognizing that any convener, other than the Board, is not in charge. In fact, *you probably cannot make this work if any one partner acts like they are in charge.*

## **STEP 2: DETERMINE WHO IS GOING TO PARTICIPATE IN THIS EXERCISE**

The Workforce Innovation and Opportunity Act requires that the local organizations responsible for specified federal programs must enter into MOUs. These organizations are known as the required partners. The logical first step in developing MOUs, therefore, is to determine which of the required partners have a presence in your local area. The required partner is the grant recipient, administrative entity, or organization responsible for administering the funds of the specified programs included in the definitions section (p. 3).

The identity of many organizations responsible for each of the above programs is generally locally known. However, there are some programs that may not be offered in every local area or are administered by an entity that may not be self-evident. For example, Job Corps programs are not available in all local areas. The same may be true for Indian and Native American, National Farmworker Jobs Programs (NFJP)/Migrant and Seasonal Farm Worker, and U.S. Department of Housing and Urban Development employment and training programs.

It should be noted that, where a given national program is not present, Local Workforce Development Board and One-Stop system partners are expected to make sure that customers of these programs have access to services through the local workforce development system.

### **Optional partners**

In addition to the required partners, a local labor market has the discretion, and is encouraged to name other entities as One-Stop system partners based on local needs and resources. A list of these partners can be found in the definitions section (pp. 3-4). It should be noted that all entities designated as One-Stop system partners assume the same responsibilities as required partners.

### **What are the responsibilities of One-Stop system partners?**

All One-Stop system partners (required or optional) must commit to all of the following responsibilities (Final Rule section 361.420):

1. Provide access to its programs or activities through the one-stop delivery system, in addition to any other appropriate locations;
2. Use a portion of funds made available to the partner's program, to the extent consistent with Federal law authorizing the partner's program, and Federal cost principles to:
  - a. Provide applicable career services
  - b. Work collaboratively with the State and LWDBs to establish and maintain the one-stop delivery system. This includes jointly funding the one-stop infrastructure through partner contributions that are based upon:
    - i. a reasonable cost allocation methodology by which infrastructure costs are charged to each partner based on proportionate use and relative benefit received;
    - ii. Federal cost principles; and
    - iii. Any local administrative cost requirements in the Federal Law authorizing the partner's program
3. Enter into a memorandum of understanding (MOU) with the local board relating to the operation of the One-Stop system, including:
  - a. Description of services to be provided through the one-stop delivery system, including the manner in which the services will be coordinated and delivered through the system;
  - b. \*Agreement on funding the costs of the services and the operating costs of the system, including:
    - i. funding of infrastructure costs of one-stop centers
    - ii. funding of the shared services and operating costs of the one-stop delivery system
  - c. Methods for referring customers between the one-stop operators and partners for appropriate services and activities
  - d. Methods to ensure that the needs of workers, youth and individuals with disabilities are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system
  - e. The duration of the MOU and procedures for amending it; and
  - f. Assurances that each MOU will be reviewed, and if substantial changes have occurred, renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.
4. Participate in the operation of the One-Stop system consistent with the terms of the MOU and requirements of authorizing laws.
5. Serve as a representative on the Local Workforce Development Board as required and participate in committees, as needed.

The Workforce Innovation and Opportunity Act of 2014 requires local Workforce Development Boards in each workforce development area. The Workforce Development Boards were creations of federal statute focused primarily on WIOA Title I Adult, Youth, and Dislocated Worker programs. MOUs are developed by the Local Workforce Development Board and the One-Stop system partners, agreed upon by the Chief Local Elected Official (CLEO), and approved and executed by the LWDB. Each of these local MOUs will then be submitted to the Oklahoma Office of Workforce Development in electronic format by the LWDB.

The Workforce Innovation and Opportunity Act requires that those who are negotiating MOUs "shall be individuals with optimum policymaking authority within the organizations, agencies, or entities."

### **Why should the partners want to participate?**

First, it is important to understand that it does not cost a partner anything but time and energy to sit down with the other partners to discuss building a customer-focused service delivery system. Ideally, all partners will be willing to sit down and negotiate in good faith an integrated service delivery system focused on customer needs. It is only after such system building and service delivery decisions have been made that costs can be determined.

Second, some partners may be reluctant to participate and/or contribute their proportionate share. In addition to reminding them of the requirements under the law, the convener must explore how to entice unwilling partners to participate. Marketing rules should be applied, where decisions are based on cost and value. Identify what the partners receive (for their program and/or customers), the value of partnership, and the cost. One must have at least a perception that the value is greater than the cost to make this sale.

For example, the following values were identified during audience participation at a training session:

#### **Value to partner programs**

- Expand customer base
- Access to greater resources to serve customers
- Increase in effective service delivery
- More clout and credibility in community
- More comprehensive services
- More, better ideas
- Reducing duplication of services
- Increase customer satisfaction and client follow through
- Focus on businesses
- Change from them to us/collective ownership
- Better-prepared employees for the workforce
- Be a part of something bigger than just your program
- Access to labor market information (LMI) and what employers need
- Reduces stereotypes of folks who really need access to the labor market
- Reduce paperwork and red tape (single user interface)
- Can be more responsive - can change quicker when all going the same direction
- Reduce overhead through co-location
- More and better marketing to get more of the right customers to the right place

### **STEP 3: DECIDE WHAT YOUR LOCAL SYSTEM WILL LOOK LIKE**

A detailed explanation of the services that will be delivered to customers of the workforce development system must be provided, including the services delivered at the comprehensive Oklahoma Works Center and the services that will only be accessible through the local workforce development system. These systems are about SERVICES to customers, so a detailed explanation must be provided. MOUs must clearly list the services to be provided to the customers and specify those partners delivering the services. All system services must be available at the comprehensive Oklahoma Works Center and all other partner program services must be accessible through the local workforce development system.

Since the MOU is intended to describe and detail how partners will contribute to the establishment and maintenance of the local system, it is important that the One-Stop system partners of the MOU share a collective vision for that system and have a common understanding as to the scope and purpose of the system. This is an important step that must be taken before service delivery systems and partner roles and responsibilities can be further developed.

Workforce development refers to the preparation of people for work, now and in the future; the capacity of the local labor market to prepare those people for work; and the processes whereby businesses and job seekers find each other. Workforce development in these terms encompasses much more than the specialized agencies and programs financed by federal or state government. This wider sense of workforce development takes into account the often-overlooked employee development undertaken internally by businesses and by private staffing agencies. The term recognizes the presence of federal job training and placement initiatives while discerning their limited scale in light of the total worker preparation efforts within a local labor market.

In the past, each program has been independent with its own planning cycle, definitions, outcome measures, etc., rather than being interrelated and aligned to achieve common objectives. This alignment would mean everyone is served and has diverse needs met; customers, service standards, and resources are shared; components relate to each other and to other systems; multiple programs have a single customer interface; clear customer pathways exist from one service to another; and mutual accountability for system performance.

This is the federal definition of the One-Stop (workforce development) delivery system:

A system under which entities responsible for administering separate workforce development, educational, and other human resource programs and funding streams (One-Stop system partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.

This service delivery system is conceptualized as a joint venture, where a set of career (basic and individualized) services is provided in common by all the required One-Stop system partners, at a minimum, with daily operations and coordination by the designated Operator, as approved by the Workforce Development Board. The system is not designed to reduce the uniqueness of other products/services potentially available from the various joint venture partners.

The following diagram is an attempt to visually display this concept. Each program partner maintains its autonomy and unique set of services, creates a joint venture with system services, and links them into a local workforce development system to serve all Oklahomans in an integrated, customer-focused setting.



### **How can service mapping help?**

Given that there is currently no **one** agency/funding stream that can provide **all** services and products necessary to meet an individual's needs, and there is no **one** agency that can provide enough services and products to meet the needs of **all** individuals, many agencies provide the same, or similar, services and products.

Given that some agencies/funding streams can provide services and products to the "universal" population, and some agencies can provide services and products to only "targeted" populations, it takes a variety of agencies/funding streams to provide enough services and products to both the targeted and universal population.

This leaves the community with multiple agencies/funding streams providing a variety of services and products to a variety of populations. The One-Stop system is the method to coordinate those multiple agencies/funding streams into one complete system that will meet the needs of the entire population within a community, in a comprehensive approach. In order to create this new system, there must be a method to identify which agency/funding stream provides which services and products to which potential customers. Service Mapping is that method. The result of service mapping is a matrix of which agency/funding source provides which services to what populations.

In addition, this matrix allows the community to determine if any required services and/or products **have gaps** (are not able to be provided with the current funding streams/agencies), which services and/or products **are duplicative** (more available than are needed) and which services and/or products **are being augmented** (provided by multiple agencies in order to meet the total demand of the community).

Without this service gap analysis, there would be no community understanding of the multitude of services and products being offered and by whom, which services need more providers, and, which services and products have too many providers. Thus, service gap analysis allows the community to take the first step to fully utilizing its workforce development funds and creating a true One-Stop approach for our customers.

### **Minimum system design elements**

The Governor's Council for Workforce and Economic Development is responsible for assisting the Governor in developing and continuously improving a statewide system of workforce development activities carried out through One-Stop service delivery systems. We have in place a design that establishes minimum system requirements that will serve as the structure upon which each local workforce development delivery system will be built. Each local labor market is expected to build upon these minimum requirements to meet their customers' needs. These minimum design elements include at least one comprehensive Oklahoma Works Center in each local labor market (workforce development) area, a common set of system services, a One-Stop System Operator, integration of programs, and the use of quality principles.

## Comprehensive Oklahoma Works (One-Stop) Center

An important element in the system design is to ensure that there is no wrong door for the customer. The system will be where all Oklahomans can access high quality local information on available jobs, qualified workers, skill requirements, and training provider performance. Individuals with disabilities, non-English speaking persons, individuals who are basic skills deficient, or those who lack computer skills will be accommodated so that they can access all services offered. While there must be one comprehensive Oklahoma Works Center within each local labor market (workforce development area) where all system (basic and individualized) career services are available, all programs are not required to provide these services exclusively at these sites. Rather, if a customer seeks system (basic and individualized) career services at the Oklahoma Works Center rather than at a program partner's site, these services should be made available without referral to another location, but may be available through direct linkage. A partner is not required to route all of its customers through the comprehensive Oklahoma Works Center.

**Direct Linkage:** If access is provided through a "direct linkage," it does not mean providing a phone number or website that can be used at an individual's home; providing pamphlets or materials; or making arrangements for the customer to receive information at a later time or on a different day. If the direct linkage is provided via telephone, access must be a phone line dedicated to serving one-stop customers in a timely manner. If the direct linkage is provided via technology, access must enable trained staff to provide remote assistance through technology such as live web chat or text messaging, video conference (e.g. Skype, Facetime), or other similar technology that involves a form of one-on-one assistance. As applicable and practical, one-stop partners should make services accessible to individuals electronically in a way that improves efficiency, coordination, and quality in the delivery of one-stop partner services.

### **Accessibility: Programmatic and Physical**

All comprehensive one-stop centers must be physically and programmatically accessible to a wide range of individuals, including those with disabilities. There are two parts to the Oklahoma Works Access for All Certification in Oklahoma. One considers accessibility in the physical space and the other considers accessibility in technology. Both focus on the environments that Job Seekers interact with when participating in services provided through the Oklahoma Works Workforce System Partners. In the end, Oklahoma Works Workforce System Partners and Workforce Areas will work through an Oklahoma Works Access for All Accessibility Process.

Further, the local workforce development system must be fully accessible over the Internet as well as providing a career resource area in each comprehensive Oklahoma Works Center. The system must recognize the need for an integrated, customer-focused system rather than mere "bricks and mortar." Our customers continue to insist that easy access to information and services is more valuable than all

### • **Basic Career Services:**

- Eligibility determination for adult, dislocated worker, or youth
- Outreach, intake, and orientation to one-stop programs, including TANF
- Initial assessment of skills and supportive services needs
- Labor exchanges services
- Referrals to and coordination with system and programs
- Workforce and labor market employment statistics
- Performance information and program cost information
- Local performance accountability measures
- Supportive services or assistance
- Unemployment compensation claims
- Establishing eligibility for financial aid

*\*See 20 CFR 678.430 and TEGL 19-16 for a complete list.*

### • **Individualized Career Services:**

- Comprehensive and specialized assessments of skills for adults and dislocated workers
- Development of an individual employment plan
- Group counseling
- Individual counseling
- Career planning
- Short-term pre-vocational services
- Internships and work experiences
- Workforce preparation activities
- Financial literacy
- Out-of-area job search and relocation
- English language acquisition

*\*See 20 CFR 678.430 and TEGL 19-16 for a complete list.*

### • **Follow-up Services must be provided, as appropriate**

### • **TANF must identify employment services and related support**

*\*See 20 CFR 678.430 and TEGL 19-16 for a complete list.*

services concentrated in any particular location. As a result, the system must provide universal access via the internet, as well as consider supplementing the comprehensive center with other affiliated sites and specialized centers as determined by the unique needs and circumstances of each area, and with partner coordination.

Yet, staff assistance and other mechanisms to orient customers to self-service in an Oklahoma Works Center is critical to many customer's potential success. As a result, a minimally staffed career resource area is required in each comprehensive Workforce Center. This would be an area where customers would be empowered to help themselves or determine their need for program services. Additionally, customers may access the internet, web-based communication platforms, develop resumes, make copies for mailing, scanning services, have access to facsimile machines and phones in order to contact employers, etc.

**Affiliate Oklahoma Works (One-Stop) Center:**

An affiliated site, or affiliate one-stop center, is a site that makes available to job seeker and employer customers one or more of the one-stop partners' programs, services, and activities with a physical presence of combined staff more than 50 percent of the time the center is open. An affiliated site does not need to provide access to every required one-stop partner program. The frequency of program staff's physical presence in the affiliated site will be determined at the local level. Affiliated sites are access points in addition to the comprehensive one-stop center(s) in each local area. If used by local areas as a part of the service delivery strategy, affiliate sites must be implemented in a manner that supplements and enhances customer access to services.

**System or Basic and Individualized Career Services**

The local system must provide a minimum set of career services (basic and individualized) with all other participating programs' services accessible through the system. These minimum services will then serve as the starting point for local negotiations regarding any additional services that will be made available in a particular local labor market.

A uniform listing of career service requirements is provided in the Act as a foundation to ensure a baseline level of consistency in the services being provided. The partners in each local labor market are encouraged to offer additional programs and services based on local needs and circumstances, including achieving specific program performance requirements.

**Oklahoma Works (One-Stop) Operator**

The Local Workforce Development Board, with the agreement of the Chief Local Elected Official, will select the Oklahoma Works (One-Stop) Operator through competitive procurement. The Operator's role may range from simply coordinating service delivery among partners and providers within the system to provisioning the basic and/or individualized career services in the comprehensive Oklahoma Works center. The agreement between the Local Board and the One-stop Operator will define the role of the Operator, in accordance with OWDI 03-2017 and federal law and regulations.

## Program Integration

Potential system customers have stressed the value of service integration. A common intake and integrated case management system, i.e., customer-attached as opposed to program-attached, is a priority of the State in order to promote the single customer interface required by our customers. Utilization of such a system results in increased efficiency, is more economical and ultimately a greater proportion of funds being utilized for customer services. Likewise, standardized initial assessment, skill assessment, and placement services are a statewide vision.

There are four things front line staff must know to begin integrating services:

1. General idea about eligibility for all partners programs.
2. General service menu (agreed upon basic and individualized career services).
3. Performance objectives of the partner programs.
4. Most common customer questions and the appropriate answers.

A standardized method is a customer flow model that advocates services will be delivered in an integrated, business-led manner that conveys to the customer the idea that s/he is important and deserving of high-quality service. These services should be provided through an integrated “functional” approach incorporating partners within the Oklahoma Works Center. It is important to understand that the approaches were not designed to be all-inclusive of just basic and individualized career services, but were designed according to a customer flow model for easier, quicker and more professional service delivery. The services provided within the functional approach should be flexible and readily obtainable to meet the customer’s needs. This approach will provide greater customer choice and to focus resources where they are needed most.

## Quality Principles

System services and information shall be provided in accordance with operating standards identified by our system customers. These standards include utilizing quality principles, empowering customers to make informed work and career choices, and eliminating unnecessary “red tape.”

Malcolm Baldrige quality principles may utilized to ensure a results-oriented, customer responsive service delivery system. These principles include Leadership, Strategic Planning, Customer and Market Focus, Information and Analysis, Human Resource Focus, Process Management and Business Results. Each of the programs has traditionally been responsive to their funding sources but not necessarily to customer input, particularly local business customers. These quality principles are necessary to create effective results-oriented organizations equipped to continuously improve service delivery to both sets of customers: businesses and job seekers. More information (for purchase and for free) on Malcolm Baldrige’s Quality Principles can be found at the National Institute of Standards and Technology with the U.S. Department of Commerce’s [website](#).

## Local Discretion

It is important to remember that the minimum system design elements are to be considered the foundation for the local system. The Board and program partners should build upon that foundation, the structure that will meet the needs of their customers in each local labor market. To develop a customer-driven system, local areas must assess the needs of both sets of customers: business and job seekers. Consideration will need to be given to how best to gather this customer data. One-Stop system partners must make available to participants who seek assistance at the comprehensive Oklahoma Works Center,

the career services that are applicable to the partner’s program. Partners must also make their other program services accessible through the One-Stop system.

Determinations about how these applicable career services are made available by the partner programs will be made within each local labor market and documented in their Memorandum of Understanding.

Applicable career services may be made available by:

- Technology
- Co-location
- Cross training
- Cost reimbursement
- Other methods described in a Memorandum of Understanding (MOU)

Local needs should also dictate where services are available or accessible, including the location of the one required comprehensive center as well as any affiliated sites and specialized centers that address specific customer needs.

Further, each local labor market (local workforce development area) is encouraged to add services and partners, beyond those minimally required, which are consistent with the unique needs of employers, job seekers and other customers, including programs provided by community-based organizations.

#### **STEP 4: DECIDE HOW YOU WILL SHARE CUSTOMERS IN A SEAMLESS FASHION**

Workforce Innovation and Opportunity Act requires the MOU to describe the “methods for referral of individuals between the local system (One-Stop) operator and the One-Stop system partners, for the appropriate services and activities.” The method of referral implies that there is a systematic approach to the referral of customers needing system or program services. This systematic approach must be agreed upon by all of the partners and thoroughly explained in the MOU so all partners and the Local Workforce Development Board staff are aware of the referral system. The referral system must be more than handing customers a brochure of those One-Stop system partners not located at the comprehensive center; the referral process must be customer-centered. The referral system must always be to the advantage of the customer and include a follow-up contact to ensure the customer was provided service, and ensure customers receive a “seamless” delivery of service whenever possible. The goal is to have a quality referral, which rewards the customer with what they intended to receive when they arrived - an appointment. This means a date, time, place, and a contact person, and perhaps what information the customer needs to bring with them for further processing.

WIOA and the associated regulations requires access to programs and services through having program staff physically present at the location; having partner program staff physically present at the one-stop appropriately trained to provide information to customers about the programs, services, and activities available through partner programs; or providing direct linkage through technology to program staff who can provide meaningful information or services (see p. 17 for definition, and see TEGL 16-16, Attachment II for direct linkage opportunities with partner programs.)

An example of a systematic referral process for One-Stop center customers could read:

It is agreed that the One-Stop system partners signing this MOU will conduct referral for services in the following manner. All customers referred for services will:

Regardless of the methodology, referrals should be documented in the statewide case management system. Beyond this, there should be a narrative description of the overall referral arrangements across

the workforce development system including comprehensive Workforce Development Centers, affiliate sites, and any alternative access points in the local system.

### **How can we share customer data?**

One of the key principles embodied in WIOA is streamlining services through better integration. Programs and providers are expected to coordinate and integrate activities and information, so that the system, as a whole, is coherent and accessible for individuals and businesses alike. Customers should receive “seamless” services whenever possible; crossover among program lines should be invisible to the customer.

The Oklahoma Office of Workforce Development (OOWD) and the Oklahoma Employment Security Commission (OESC) have agreed to use OKJobMatch as the common case management system for federal programs administered by these entities. OOWD, OESC, and other partner agencies are also currently collaborating on a common intake process for the betterment of the workforce development system. Currently, OKJobMatch provides one-stop service tracking, case management, data collection, and reporting. It manages eligibility and maintains program registration and enrollment records. It allows case managers to track client self-services and allows partner programs to access clients’ universal information. Using OKJobMatch, Oklahoma Works Center staff state-wide can manage caseloads, assess employment barriers, establish training and employment plans, search for and select WIOA Eligible Training Providers and WIOA Youth Services Providers, add or edit job orders, and track job placements.

Other federal programs administered by other partners utilize complementary case management systems. The State will continue to work to coordinate data collection and reporting across platforms.

Also, to assist in streamlining service a common customer Release of Information Form is provided within OKJobMatch. An effective Release of Information Form relates to customers the understanding that they have a legal right to privacy. However, the customer can waive that right if consent is given *voluntarily* and the decision is *informed*. Customers in OKJobMatch have the option to give their consent for the release of information by electronically “signing” the form to release information to other partners whose services may benefit the customer. Alternatively, in OKJobMatch the Release of Information Form may be printed by staff and then signed by the customer. The Release of Information Form in OKJobMatch lists a date, the type(s) of information that may be shared, and the possible reasons for sharing the information. The form also specifies the organizations that will be sharing information. Ideally, a brief description of each agency’s purpose should be made available to the customer. For example, a brochure or flyer with relevant program descriptions might be given to each customer, or a local service directory might be consulted as needed.

The Release of Information Form in OKJobMatch specifically identifies to whom the release applies. The relationship between the two individuals is recorded and validated on the form in OKJobMatch.

### **STEP 5: BE PREPARED TO CONTINUOUSLY IMPROVE THE LOCAL SYSTEM TO MEET THE CHANGING NEEDS OF YOUR CUSTOMERS**

The key to long-term success is the creation of a continuous improvement process to identify the changing needs of your customers and to identify process improvements that will increase customer satisfaction with the services your local system delivers.

## **How can we build continuous improvement into the local workforce development system?**

Build a culture that is focused on continuously improving services and customer satisfaction:

1. Build continuous improvement into the design of your local service delivery plan and allocate resources to pay for the related products and activities (e.g. define how you will gather customer feedback and determine what training is needed to support the continuous improvement effort).
2. Identify system indicators you want to track and gather the corresponding baseline data.
3. Set performance goals for each of the indicators you choose to track (required and optional). Solicit ideas from partner agencies that deal with both adults and youth, so that the Operators can consider those ideas when facilitating service delivery to achieve performance goals.
4. Consider developing and using a report card to report results in an easily understandable format to the Operator, Local Workforce Development Board, business and individual customers, and the staff of partner agencies.
5. Have partner agencies review their existing data systems to align them with the common performance measures and customer satisfaction indicators, so that data can be shared and aggregated across agencies.
6. Establish a process for partner agencies to report data in relation to the performance goals on a regularly established basis.
7. Designate key staff who will take responsibility for gathering and reporting data from each partner agency, and key staff who will aggregate that data. Schedule time on the Local Workforce Development Board's agenda to review progress in relation to the performance goals.
8. Review progress at least each year and possibly during the year toward reaching the performance goals. Reset performance goals based on progress during any given period.
9. \*Establish formal reward and recognition systems to positively reinforce your system's staff efforts to improve services and customer satisfaction (e.g., an award to recognize continuous improvement efforts conducted by an inter-agency team). It is important to remember allocate resources to pay for all of these related costs.
10. Revise performance appraisal systems to encourage staff to review their work in relation to the system's performance goals and to commit to continuously improving their work.
11. Determine the level of satisfaction of your staff and establish a plan to increase satisfaction of these internal customers.
12. Use the tools designed for the local system (locally developed and/or those referenced as resources below) to make improvements.

### **Seven Principles of Quality Improvement**

1. Be customer and market focused. Establish a formal process for collecting customer feedback at regularly established intervals using several methodologies (e.g., surveys, focus groups). Use an informal process for collecting customer feedback on a weekly or biweekly schedule (e.g., ask participants how satisfied they are immediately following the delivery of a specific service, record their responses, and look for trends).
2. Focus on fixing the service delivery system and the service delivery process. Fix what is most important to the customer across systems.
3. Make data-driven decisions and use structured problem-solving methodologies. Use data, not opinions to make decisions. Use the same problem-solving methodologies across the system.
4. Measure the effectiveness of the improvement efforts. Define baseline performance and report improvements resulting from the continuous improvement effort.

5. Involve everyone. Ask individual and business customers to help you improve services or processes. Encourage front-line staff to initiate continuous improvement efforts. Define and explain “empowerment” for each level of staff.
6. Communicate with and provide training to staff, board, and partner agencies. Build systems to share information with all partners. Develop methodologies to cross-market the system to all customers (e.g., an inter-agency brochure for businesses). Develop a plan to cross-inform and cross-train staff to build the capacity to offer seamless service delivery. Emphasize quality and develop continuous improvement strategies to improve the accuracy and efficiency of your staff’s work. Do the right thing, the first time.
7. Build leadership at all levels of the system:
  - Develop a shared vision, mission, values, and goals.
  - Hold everyone accountable for contributing to continuous improvement efforts.
  - Treat staff as a valued customer in the system.
  - Celebrate successes.
  - Publish the results of each continuous improvement effort.
  - Promote risk-taking and teamwork.

## **STEP 6: DRAFT YOUR MEMORANDA OF UNDERSTANDING**

### **What form should our agreement take?**

There are several models that can be used for the MOU:

- An “umbrella” agreement applying to all partners
- Individualized, separate agreements with each partner
- Hybrid or a combination of the above two models

### **Considerations**

When considering these options, the following factors should be taken into account:

- **Umbrella Agreement** - This option is simplest to develop and implement, but it is the hardest to change. It is a broad, uniform, “one-size-fits-all” approach, containing all provisions, including cost allocation, for each partner. There is an element of bringing agreement among all partners because they can see that the others are on board. A disadvantage to the umbrella agreement, however, is that it must be modified and formally amended every time there is a change in any of the terms for any given partner. The time-consuming review processes of partners, from notification through signature, may make this model very cumbersome in your local area.
- **Separate Agreements** - Each partner has a fully customized agreement that takes into account all the various rules and regulations that govern the program in question, as well as the partner-specific costs. This model could be cumbersome to develop and manage, but it would be fairly simple for partners whose workforce development system involvement is expected to be minimal. The process of developing this type of MOU might tend to emphasize differences rather than commonalities among partners.
- **Hybrid (umbrella with individual partner attachments)** - This option offers the advantages of both of the above models, while minimizing their disadvantages. The basic principles and terms of the agreement would be captured in the umbrella portion, and partner-specific terms would be documented in attachments. \*Costs would be reflected in an addendum, but would be negotiated

by all partners together. Individual changes would not necessarily require an amendment by other partners.

### What *must* an MOU contain?

Each Memorandum of Understanding *must* contain:

- **Description of services to be provided through the one-stop delivery system, including the manner in which the services will be coordinated and delivered through the system**

The MOU should describe the purpose, mission, values, and goals of the workforce development system, the partners included in the MOU, the system design, the system services applicable to each partner, and the system customers and shared customers. The MOU should describe the responsibilities of the partners including joint planning and staff development/professional development.

The MOU should address the requirements of data sharing, client tracking, and reporting obligations of the partners. Such activities will be critical to supporting the on-going planning and management of the system, and will be needed for determining proportionate share of services and operating costs.

- **\*Agreement on funding the costs of the services and the operating costs of the system, including: funding of infrastructure costs of one-stop centers, and funding of the shared services and operating costs of the one-stop delivery system.**
- **Methods for referring customers between the one-stop operators and partners for appropriate services and activities**

Explain the systematic approach of the referral and direct linkage (see p. 17 for definition) of individuals needing One-Stop services. This approach must be agreed upon by all of the partners and thoroughly explained in the MOU so all partners, One-Stop operator, and the local Workforce Development Board are aware of the referral and direct linkage system. The referral and direct linkage system must be more than handing customers a brochure of those One-Stop partners not located at the One-Stop site. The MOU must describe those services located at the One-Stop site, along with those services provided at alternative locations and thoroughly explain how the referral and direct linkage process will connect customers to the services.

- **Methods to ensure that the needs of workers, youth and individuals with disabilities are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system.**

Describe how the one-stop operator will ensure compliance with the ADA and other pertinent special populations within the Local Workforce Development Area including youth, individuals with barriers to employment, and individuals with disabilities. All comprehensive one-stop centers must be physically and programmatically accessible to individuals with disabilities (see

**In designing an MOU, these driving principles may be helpful:**

A focus on strategies that will effectively serve business and job seeker customers and promote the overall well-being of the Local community through economic growth,

A design that enables compliance and, simultaneously, facilitates:

- The WIOA vision,
- Services tailored to meet the needs of regional employers through, for example **sector strategies**,
- Services tailored to meet the needs of local job seekers through **career pathways**, talent pipelines, and related approaches,
- Transparency, efficiency, elimination of duplication, and

Active collaboration of all Partners and complete participation in Local negotiations in a good faith effort to reach fair agreements in all areas.

p. 18 for Oklahoma Works Access for All definition, and 29 CFR part 38, the implementing regulations of WIOA sec.188).

- **Duration of the Memorandum of Understanding, procedures for amending it; assurances that each MOU will be reviewed, and if substantial changes have occurred, renewed not less than once every 3-year period to ensure appropriate funding and delivery of services; and signatures and the time period in which the agreement is effective.**

Since funds are generally appropriated annually and there are from time to time changes in programs and partners, the current MOU must be reviewed with each partner annually. This important review will clarify funding of services and operating costs of the system under the MOU and bring into consensus each partners' agreed level of participation. The MOU may be modified at any time by written agreement of the parties. Should any One-Stop system partner withdraw, the MOU shall remain in effect with respect to other remaining One-Stop system partners.

This section is to provide information on how the MOU itself is to be handled. Sample provisions might include:

“This MOU shall remain in effect until terminated by the repeal of the Workforce Innovation and Opportunity Act of 2014, otherwise by action of law, or in accordance with this section.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 120 calendar days in advance of the effective withdrawal date.

Notice of withdrawal shall be given to all parties at the addresses shown in Section X of this MOU, and to the contact persons so listed, considering any information updates received by the parties pursuant to Section X.

Should any One-Stop system partner withdraw, the MOU shall remain in effect with respect to other remaining One-Stop system partners.

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.

All parties assure that the MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every 3-year period to ensure appropriate funding and delivery of services.”

#### **Renewal v. Amendment/Modification**

During the rollout process of an MOU, a LWDB should make all Partners aware of the requirements concerning modification and renewal of the MOU (as outlined in TEGL 16-16, RSA TAC 17-02, and OCTAE Program Memo 17-4, One-Stop Operations Guidance for the American Job Center Network):

Renewal of an MOU requires all parties to review and agree to all elements of the MOU and resign 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 annual reconciliation of the budget, do not require renewal of the MOU. Substantial changes, such as changes in one-stop partners, or a change due to the election of a new CEO, will require renewal of the MOU.

Be mindful that regular MOU reviews and, if substantial changes have occurred, renewals, must be completed at least every 3-years.

Each of the parties to the MOU must sign the memorandum indicating their agreement, including the CLEO(s), one-stop partners, and LWDB. It is anticipated that the One-Stop system partner representative on the board will be the signatory but each partner may decide who is authorized to obligate them.

Sample language might be “The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing.”

### **What *should* an MOU contain?**

Each MOU *should* contain the following provisions:

- **A narrative explanation of the system’s strategic vision for the local area.**

Your first MOU will define your partnership, perhaps forever. Negotiating a little of the system at a time probably doesn’t work. Once partners have signed the MOU you may lose leverage over reluctant partners. Consider describing your expected future vision rather than your current iteration in the MOU. Expecting to be able to negotiate a new MOU with improved system designs every year may be unreasonable.

- **An outline of the local system’s performance requirements and goals.**

The MOU can be more than an agreement between the Local Board and the One-Stop system partners. The MOU is an opportunity to provide guidance and direction to the partners and customers of the workforce development system. By including minimum levels of performance, the MOU becomes the vehicle through which partners will be able to jointly monitor services against stated goals and performance measures to promote continuous improvement. One of the WIOA performance goals is to achieve mutually shared outcomes of those participants who receive services by multiple partners.

- **A detailed description of the relationship between the competitively procured One-Stop System Operator and the One-Stop partners.**

The Oklahoma Works (One-Stop) System Operator and One-Stop partners must work cooperatively to achieve the workforce development strategic vision. The purpose of this provision is not to duplicate the Local Plan, but to provide clarity and promote understanding among the partners signing the MOU of their roles and responsibilities. This section should describe the role and responsibility of the One-Stop System Operator and a description of the steps that will be taken to ensure that the activities and responsibilities of the Operator are consistent with the terms of the MOU signed by the partners and LWDB.

- **A plan for strategic outreach by the One-Stop partners.**

The One-Stop Partners should develop and outline the implementation of a strategic outreach plan that will describe, at a minimum: specific steps to be taken by each partner, an outreach plan to the region’s human resources professionals, an outreach and recruitment plan to the region’s job seekers, including targeted efforts for populations most at-risk or most in need, an outreach and recruitment plan for out-of-school youth, sector strategies and career pathways, connections to registered apprenticeship, a plan for messaging to internal audiences, an outreach tool kit for Partners, regular use of social media, clear objectives and expected outcomes, and leveraging of any statewide outreach materials relevant to the region.

- **A narrative outlining the expectation of monitoring.**

The LWDB, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that: Federal awards are used in compliance with law, regulations, and State policies; those laws, regulations, and policies are enforced properly; performance data are recorded, tracked and reviewed; outcomes are assessed and analyzed periodically; appropriate procedures and internal controls are maintained and record retention policies are followed; and all MOU terms and conditions are fulfilled. This section should describe the expectation of regular fiscal and programmatic monitoring by each of the above entities, as appropriate.

- **Assurances of Nondiscrimination and Equal Opportunity**

The One-Stop Partners should outline assurances of nondiscrimination and equal opportunity. Suggested language for this section is as follows:

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

- **A provision to address how disputes will be resolved.**

Sample language might be “The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties 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 LWDB. The Executive Committee shall attempt to mediate and resolve the dispute.”

- **Other provisions, consistent with the requirements of WIOA.**

There may be other pertinent provisions consistent with WIOA requirements that the Local Workforce Development Board determines to be appropriate to meet the needs of the partners or their customers.

- **Continuous Improvement**

Continuous improvement is one of the major tenets of the Workforce Innovation and Opportunity Act. The key to long-term success is the creation of a continuous improvement process to identify the changing needs of your customers and to identify process improvements that will increase customer satisfaction with the services your local system delivers.

Local areas should outline the continuous improvement strategies that will be used to improve organizational effectiveness, program results, and program outcomes.

### **How do we get agreement of the Chief Local Elected Official?**

The Workforce Innovation and Opportunity Act prescribes in several places that “agreement of the Chief Local Elected Official(s) must be secured.” The process of garnering agreement from the Chief Local Elected Official(s) may be interpreted and acted upon in several ways. In some local areas, it may require the signature of the Chief Local Elected Officials, and in others it may require only that the Chief Local Elected Official(s) sign-off that they have seen and agree with the action. We suggest that the best method to achieve this agreement is to actually involve the Chief Local Elected Official(s) in the decision-making process. Although this method may involve additional time, the final agreement and informational exchange are beneficial to keeping the Chief Local Elected Official(s) informed and involved in the local workforce development system.

### **RESOURCES THAT MAY HELP**

- Community organizations that represent customer groups, e.g. Chamber of Commerce, Centers for Independent Living, etc.
- All partners (WIOA required partners, other WIOA recommended partners, and other key community organizations such as the United Way).

### **Local System Design**

- The National Association of State Workforce Agencies (NASWA) website has excellent resources for WIOA related issues: [www.naswa.org](http://www.naswa.org)
- US Department of Labor: [www.doleta.gov](http://www.doleta.gov)
- NASWA website: [www.naswa.org](http://www.naswa.org)