

# **MEMORANDUM OF UNDERSTANDING**

## **South-Central Oklahoma Workforce Development Area**

**Effective dates: July 1, 2017 – June 30, 2020**



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## Legal Authority

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop System Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is 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 Federal Awards (Uniform Guidance) at 2 CFR part 200. Will be added at a later date.

State	OKLAHOMA
Local Workforce Development Area	SOUTH-CENTRAL
Local Workforce Development Board	SOUTH-CENTRAL OKLAHOMA WORKFORCE BOARD, INC.
One-Stop Operator	ResCare, Inc.
Chief Elected Official (Caddo County District #2 Commissioner)	Randy McLemore
Oklahoma Works Center - Lawton (Comprehensive)	Lawton, Comanche, Cotton, & Tillman Counties
Oklahoma Works Center – Duncan (Affiliate)	Duncan, Stephens & Jefferson Counties
Oklahoma Works Center – Chickasha (Affiliate)	Chickasha, Grady, Caddo & McClain Counties
Local Workforce Development Board Website	<a href="http://www.scowb.info">www.scowb.info</a>
Oklahoma Workforce Development Board guidance regarding infrastructure funding	Policy forthcoming

This MOU is executed between the South-Central Oklahoma Workforce Board, Inc. (Local Workforce Development Board), the Oklahoma Works System Partners (Partners), and the Chief Local Elected Official (CLEO), Randy McLemore, Caddo County District 2 Commissioner. They are collectively referred to as the “Parties” to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the three (3) Oklahoma Works Centers in the South-Central Oklahoma Workforce Development Area. The South-Central Oklahoma

Workforce Board, Inc. (SCOWB), provides local oversight of workforce programming of the SCOWB Area.

The South-Central Oklahoma Workforce Board, Inc., with the agreement of the CLEO, will (competitively) select a one-stop operator for the SCOWB Area, as further outlined in the One-Stop Operator section.

The Budget and Infrastructure Funding Agreement (IFA), when completed, will establish a financial plan, including terms and conditions, to fund the services and operating costs of the South-Central Oklahoma Works Centers. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the South-Central WB's high-standard Oklahoma Works Centers. Anticipated completion date of budget and IFA is November 2017.

The Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall South-Central Workforce Board.

## **Memorandum of Understanding**

Changing labor markets and advances in technology have revolutionized how businesses find talent and jobseekers look for work. Social media, online talent platforms, and professional networking sites are evolving rapidly, perpetuating shifts in labor market dynamics. This makes it imperative for the workforce system to continuously adapt and reframe strategies and policies designed to support employers and develop job seekers.

The goal is to create integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

The purpose of this Memorandum of Understanding (MOU) is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the South-Central Workforce Board create a seamless, customer-focused Oklahoma Works Centers that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, partners are able to build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

## **Vision**

The South-Central Oklahoma Workforce Board envisions a high-performance workforce in which partnerships proactively identify workforce needs and facilitate solutions.

## Mission

To enhance the area's prosperity by helping people and businesses with their workforce needs.

## System Structure

### American Job Centers

South-Central has three (3) Oklahoma Works Centers, throughout its 8-county region, also known as one-stop centers, that are designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act, the centers offer a comprehensive array of services designed to match talent with opportunities.



- **Lawton Oklahoma Works Center (Comprehensive)**

Oklahoma Works-Lawton Workforce Center	1711 SW 11 <sup>th</sup> St., Lawton, OK 73501
Phone: 580-357-3500	Monday-Friday 8:00-5:00

- **Duncan Oklahoma Works Center (Affiliate)**

Oklahoma Works-Duncan Workforce Office	1927 W. Elk Ave., Duncan, OK 73533
Phone: 580-255-8950	Monday-Friday 8:00-5:00

- **Chickasha Oklahoma Works Center (Affiliate)**

Oklahoma Works-Chickasha Workforce Office	301 S. 2 St., Chickasha, OK 73018
Phone: 405-224-3310	Monday-Friday 8:00-5:00

## One Stop Operator

The South-Central Oklahoma Workforce Board, Inc. selected ResCare, Inc. as our one-stop operator, through a competitive process in accordance with the Uniform Guidance<sup>1</sup>, WIOA and its implementing regulations, and SCOWB Local Policy. All documentation for the competitive one-stop operator procurement and selection process can be requested via the South-Central Oklahoma Workforce Board, Inc. website at [www.scowb.info](http://www.scowb.info). Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

<sup>1</sup> Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance), including the Office of Management and Budget's (OMB) approved exceptions for the U.S. Department of Labor at 2 CFR part 2900.

Partner Organization	Partner Programs	Authorization/Category	Signatory Official	Contact Information
<b>Located at or have access to at the Oklahoma Works Centers</b>				
Adult Education – Red River Technology Center	Adult Education	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Lisa Williams, Director	3300 W Bois D Arc, Duncan, OK 73533 lgwilliams@rrtc.edu
Adult Education Great Plains Technology Center	Adult Education	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Mike Newell, Director	4500 W Lee, Lawton, OK 73505 mnewell@greatplains.edu
Adult Education – Chickasha Public Schools	Adult Education	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Lisa Johnson, Director	900 W. Choctaw Chickasha, OK 73018 ljohnson@chickasha.k12.ok.us
Adult Education – Caddo Kiowa Technology Center	Adult Education	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Stacy Repp, Director	1415 7 <sup>th</sup> Street Fort Cobb, OK 73038 srepp@caddokiowa.com
Oklahoma Employment Security Commission	Wagner-Peyser Employment Services (ES), Veterans, Unemployment Insurance (UI), Trade Adjustment Assistance (TAA), Work Opportunity Tax Credit, Federal Bonding Programs	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, TAA activities authorized under chapter 2 of title II of the Trade Act of 1974, Jobs for Veterans, (JVSG) authorized under chapter 41 of title 38, U.S.C.	Richard McPherson Executive Director	PO Box 52003 Oklahoma City, OK 73105 richard.mcpherson@oesc.state.ok.us
Department of Human Services	Temporary Assistance for Needy Families (TANF)	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) <sup>3</sup>	Jim Struby	PO Box 25352 Oklahoma City, OK 74125 Jim.struby@okdhs.org
Department of Rehabilitation Services	Department of Rehabilitation Services	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	Noel Tyler	3535 NW 58 <sup>th</sup> Street Oklahoma City, OK 73112 <a href="mailto:ntyler@okdrs.gov">ntyler@okdrs.gov</a>
Senior Community Service Employment Program (SCSEP)	AARP	American Association of Retired Persons, authorized under title V of the Older Americans Act of 1965	Terri Boone, Regional Manager	4501 N. Hwy 7, Suite 20A Hot Springs Village, AR TBoone@aarp.org
Cameron University	Carl Perkins	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	John McArthur, President	2800 W Gore Lawton, OK 73505 president@cameron.edu

Partner Organization	Partner Programs	Authorization/Category	Signatory Official	Contact Information
<b>Located at or have access to at the Oklahoma Works Centers</b>				
ResCare, Inc.	WIOA Adult, Dislocated Worker, and Youth Programs	WIOA title I Adult, Dislocated Worker, and Youth Programs	Anne Curtis One Stop Operator	1711 SW 11 <sup>th</sup> Street Lawton, OK 73501 Anne.curtis@rescare.com
Red River Technology Center	Carl Perkins	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Dennis Loafman Superintendent	3300 W Bois D Arc, Duncan, OK 73533 dloafman@rrtc.edu
Great Plains Technology Center	Carl Perkins	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Clarence Fortney Superintendent	4500 W Lee, Lawton, OK 73505 cfortney@greatplains.edu
Caddo Kiowa Technology Center	Carl Perkins	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Dennis Ruttman Superintendent	PO Box 190 Fort Cobb, OK 73038 druttman@caddokiowa.com
Kiowa Native American Tribe	Tribal Services	Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221	Angela Lamebull WIOA Director	100 Kiowa Way Carnegie, OK 73015 ktowia@yahoo.com
Senior Community Service Employment Program (SCSEP)	ASCOG	Title V of the Older Americans Act of 1965	Ronnie Ward Executive Director	PO Box 1647 Duncan, OK 73534 ward_ro@ascog.org
4 Tribes Consortium WIOA	4 Tribes Consortium	Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221	Jeff Foster	115 SW 2 <sup>nd</sup> street Anadarko, OK 73005 fourtribes@sbcglobal.net
Comanche Nation WIOA	Tribal Services	Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221	Justin Boos	PO Box 908 Lawton, OK 73502 justinb@comanchenation.com
National Farmworker Jobs Program (NJFP)	ORO Development Corporation	The NFJP program was created under the 1964 Civil Rights Act and is currently authorized under Section 167 of the Workforce Innovation and Opportunity Act	Jorge Martinez Executive Director	909 S. Meridian Ave. Suite 350 Oklahoma City, OK 73108 jmartinez@orodevcorp.org

# Terms and Conditions

## Partner Services

**At a minimum**, System partners will make the below services available, as applicable to the program, consistent with and coordinated via the Oklahoma Works Centers system. See Attachment 1; Service and referral maps.

<b>BUSINESS SERVICES</b>		
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce system's services and products	Conduct on-site Rapid Response activities regarding closures and downsizings	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
Assist with the interpretation of labor market information	Conduct job fairs	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships
Provide information regarding Tax Credits	Provide Career Pathways	Provide Basic Skills Training

<b>JOB SEEKER SERVICES</b>		
<b><u>Basic Career Services</u></b>	<b><u>Individualized Career Services</u></b>	<b><u>Training</u></b>
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the Local workforce system	Individual counseling and career planning	Training programs operated by the private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance	Skill upgrading and retraining
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support ( <input type="checkbox"/> <i>This is not an individualized career service, but listed here for completeness.</i> )	Other training services as determined by the workforce partner's governing rules

## YOUTH SERVICES

<p>Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.</p>	<p>Alternative secondary school services, or dropout recovery services, as appropriate.</p>
<p>Paid and unpaid work experiences that have as a component academic and occupational education, which may include:          Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.</p>	<p>Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.</p>
<p>Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.</p>	<p>Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.</p>
<p>Supportive services.</p>	<p>Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.</p>
<p>Follow-up services for not less than 12 months after the completion of participation, as appropriate.</p>	<p>Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.</p>
<p>Financial literacy education.</p>	<p>Entrepreneurial skills training.</p>
<p>Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.</p>	<p>Activities that help youth prepare for and transition to postsecondary education and training.</p>

<b>Lawton Oklahoma Works Center (Comprehensive)</b>				
<b>Partner Program</b>	<b># of Staff</b>	<b>Weekly Staff Hours</b>	<b># of FTEs<sup>5</sup></b>	<b>% of Total FTEs</b>
Oklahoma Department of Human Services				
Department of Rehabilitation Services	1	40	1	10%
Oklahoma Employment Security Commission	7	280	7	70%
ResCare, Inc.	2	80	2	20%
Adult Education, AARP, Carl Perkins	<i>These partners are linked virtually through online service access to a program staff member via Oklahoma Works Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals.</i>			
<b>TOTALS</b>	<b>10</b>	<b>400</b>	<b>10</b>	<b>100%</b>

<b>Duncan Oklahoma Works Center (Affiliate)</b>				
<b>Partner Program</b>	<b># of Staff</b>	<b>Weekly Staff Hours</b>	<b># of FTEs</b>	<b>% of Total FTEs</b>
Oklahoma Employment Security Commission	3	120	3	75%
ResCare, Inc.	1	40	1	25%
Adult Education, AARP, Carl Perkins	<i>These partners are linked virtually through online service access to a program staff member via Oklahoma Works Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals..</i>			
<b>TOTALS</b>	<b>4</b>	<b>160</b>	<b>4</b>	<b>100%</b>

<sup>5</sup> An FTE (full-time equivalent) is the hours worked by one employee on a full-time basis. The concept is used to convert the hours worked by several part-time employees into the hours worked by full-time employees. On an annual basis, an FTE is considered to be 2,080 hours, which is calculated as 8 hours per day or 40 hours per work week.

<b>Chickasha Oklahoma Works Center (Affiliate)</b>				
<b>Partner Program</b>	<b># of Staff</b>	<b>Weekly Staff Hours</b>	<b># of FTEs</b>	<b>% of Total FTEs</b>
Oklahoma Employment Security Commission	4	160	4	67%
ResCare, Inc.	2	80	2	33%
Adult Education, AARP, Carl Perkins	<i>These partners are linked virtually through online service access to a program staff member via Oklahoma Works Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals.</i>			
<b>TOTALS</b>	<b>6</b>	<b>240</b>	<b>6</b>	<b>100%</b>

## Roles and Responsibilities of Partners

The Parties to this agreement will work closely together to ensure that all Oklahoma Works Centers are high-performing work places with staff who will ensure quality of service.

### All Parties

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part99),
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),

- all amendments to each, and
- all requirements imposed by the regulations issued pursuant to these acts.
- The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or
- religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

### **Chief Local Elected Official**

The CLEO for the SCOWB is Randy McLemore, Caddo County District 2 Commissioner. The CLEO will, at a minimum:

- In Partnership with the South-Central Oklahoma Workforce Board, Inc. and other applicable System Partners within the Local Workforce Development Area, develop and submit a Local regional plan that includes a description of the activities that shall be undertaken by the SCOWB and the WD System Partners.
- Approve the South-Central Oklahoma Workforce Board, Inc. budget and workforce center cost allocation plan,
- Approve the selection of the one-stop operator following the competitive procurement process, and
- Coordinate with the South-Central Oklahoma Workforce Board, Inc. to oversee the operations of the South-Central Oklahoma Works Centers.

### **South-Central Oklahoma Workforce Board Inc.**

The South-Central Oklahoma Workforce Board, Inc., (SCOWB) ensures the workforce-

related needs of employers, workers, and job seekers in the South-Central Oklahoma Workforce Development Area are met, to the maximum extent possible with available resources. The SCOWB will, at a minimum:

- In Partnership with the CLEO and other applicable Partners within the area, develop and submit a Local plan that includes a description of the activities that shall be undertaken by the SCOWB and its System Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,
- In Partnership with the CLEO and other applicable Partners within the planning region, develop and submit a local plan that includes a description of the activities that shall be undertaken by SCOWB and their System Partners, and that incorporates plans for each of the areas in the region,
- In collaboration and Partnership with the CLEO and other applicable System Partners within the region, develop the strategic regional vision, goals, objectives, and workforce-related policies,
- In cooperation with the CLEO and the SCOWB, design and approve the Oklahoma Works Centers structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible one-stop center locations and facilities,
  - Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
  - A holistic system of supporting services, and
  - Competitively procured one-stop operators.
- In collaboration with the CLEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator,
- Determine the role and day-to-day duties of the one-stop operator,
- Approve annual budget allocations for operation of the Oklahoma Works Centers,
- Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners,
- Leverage additional funding for the Oklahoma Works Centers to operate and expand one-stop customer activities and resources, and
- Review and evaluate performance of the Oklahoma Works Centers and one-stop operator.

### **South-Central Oklahoma Workforce Board Staff**

Specific responsibilities include, at a minimum:

- Assist the CLEO and the SCOWB with the development and submission of a local plan,
- Support SCOWB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- Provide operational and grant-specific guidance to the one-stop operator,
- Investigate and resolve elevated customer complaints and grievance issues,
- Prepare regular reports and recommendations to the SCOWB, and
- Oversee negotiations and maintenance of MOUs with one-stop System Partners.

## **One-Stop Operator**

The role of the One Stop Operator has been defined as: Functional management, compliance and oversight of Oklahoma Works centers and services; and Coordination of the delivery of Workforce services within the Oklahoma Works system throughout the entire region. The one-stop operator, through the Center Managers, will, at a minimum:

- **Compliance:**
  - Ensure SCOWB policy and procedure is followed
  - Ensure compliance with WIOA, WIOA regulations, state and local policies, and the U. S.
    - Department of Labor Statement 29 CFR 38 Implementation of Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act; Final Rule
    - Coordinate the provision of services to eliminate or minimize duplication
    - Ensure One Stop partners are utilizing the common intake, case management, referral
    - process and client tracking systems appropriately.

In the event of a conflict between such laws and regulations and the terms of this agreement, precedence will be given to the laws and regulations.

- **Management:**
  - Management of the day-to-day operations of the Oklahoma Works centers and access sites;
  - Coordinate Service Delivery among Core and Required Partners including physical and electronic sites;

- Coordinate Oklahoma Works system performance measures and deliverables established by the SCOWB;
  - Annually report physical, programmatic and technology accessibility ensuring accommodations and accessibility for all;
  - Serve as the Accessibility Compliance Representative (ACR) to comply with Oklahoma Works Access for All Certification.
  - Administer the customer database system currently in operation at the One Stop which allows One Stop staff to track and report on customer usage of the One Stop and services. Provider will use the system to track and report on customer activities as requested by the SCOWB and administrative entity. To the extent possible, Provider will attempt to minimize duplication created by the presence of two database systems by moving toward a more unified and simplified tracking methodology with direction from the SCOWB and with input from the state and the administrative entity;
  - Contractor is expected to ensure that the one-stop partners adhere to the MOU agreements and reporting procedures.
- **Community/Partner Relations:**
    - Establish and maintain key relationships with workforce system partners
    - Implement quality and continuous improvement principles within the system
    - Responsible for capacity building within the system and staff
    - Promote Workforce programs and educate local community and faith based organizations about the Workforce System
    - Convene meetings of the One Stop Partners
- **Business Services:**
    - Develop, offer and deliver quality business services that assist specific businesses and industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy
    - Address immediate and long term skilled workforce needs of in demand industries and address critical skill gaps within and across industries
    - Oversee the job posting information from businesses to the statewide employment database and assist employers who prefer to enter data directly
    - Direct center staff on the screening and recruiting of candidates for job openings for area employers
    - Respond to employers' requests including providing interview space, job fairs, and other services offered by Oklahoma Works
    - Coordinate with the Rapid Response (RR) Coordinator to align system partners local RR services for workers who have or will be dislocated from their jobs due to a business or plant closure, a major employer downsizing, or natural disasters
    - Collaborate with system partners to facilitate and participate in special

projects such as job fairs, business driven workshops, and be responsible for communicating employers' needs to the Oklahoma Works staff

- **Jobseeker Services:**
  - Ensure job seeking customers are served through an integrated, seamless process related to the various services/functions offered in order to reduce duplication of resources, minimize number of contacts, and streamline processes
  - Verify that all customers have access to Oklahoma Works services
  - Research, identify, and report in writing to SCOWB any ADA compliance discrepancies for all customers at each Oklahoma Works location
  - Outreach and Recruitment of customers

The One Stop Operator will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the SCOWB. SCOWB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

### **System Partners**

- Each System Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.
- System Partners will further promote system integration to the maximum extent feasible through:
  - Effective communication, information sharing, and collaboration with the one-stop operator,
  - Joint planning, policy development, and system design processes,
  - Commitment to the joint mission, vision, goals, strategies, and performance measures,
  - The use of common and/or linked data management systems
  - The design and use of common intake, assessment, referral, and case management processes,
  - Leveraging of resources, including other public agency and non-profit organization services,

- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.
- Follow the SCOWB Policies.

## Data Sharing

System Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

System Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal, State and Local privacy laws. System Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the Oklahoma Works Centers only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All Oklahoma Works Centers and System Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

## Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

- Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.
- Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law.
- Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.
- To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.
- With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.
- With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

## Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the System Partners' programs represented in the Oklahoma Works Centers,
- Develop materials summarizing their program requirements and making them available for System Partners and customers,
- When developed, utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals –to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that System Partner resources are being leveraged at an optimal level.

## Accessibility

Accessibility to the services provided by the Oklahoma Works Centers and all System Partner agencies is essential to meeting the requirements and goals of the Oklahoma Works Centers. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. The "Access for All" document can be found in at [https://www.ok.gov/abletech/documents/AfA\\_Agreement\\_3.10.17.docx](https://www.ok.gov/abletech/documents/AfA_Agreement_3.10.17.docx)

### Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, considering reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner

providing access for individuals with disabilities.

### **Virtual Accessibility**

SCOWB will work with the Oklahoma Office of Workforce Development (State WDB) to ensure that job seekers and businesses have access to the same information online as they do in a physical facility.

System Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with SCOWB to post content through its website.

### **Communication Accessibility**

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All System Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

### **Programmatic Accessibility**

All System Partners agree that they will not discriminate in their employment practices or services based on gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or based on any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All System Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all Oklahoma Works Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the Oklahoma Works Centers.

## **Outreach**

SCOWB and its System Partners will develop and implement a strategic outreach Strategy.

## Dispute Resolution

The following section details the dispute resolution process designed for use by the System Partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the SCOWB Customer Grievance and Complaint Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the SCOWB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
- Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the SCOWB Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
- The SCOWB Chair (or designee) shall place the dispute on the agenda of a special meeting of the SCOWB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a majority consent of the Executive Committee members present.
- The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the System Partner agencies.
- The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
- The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- The SCOWB Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all agree with the proposed resolution.

## Monitoring

SCOWB 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 funds are used for authorized purposes in compliance with law, policy and regulations,

- Those Federal and States laws, regulations, and policies are enforced properly,
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- Appropriate procedures and internal controls are maintained, and record retention policies are followed, and all MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

## **Nondiscrimination and Dispute**

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.

## **Indemnification**

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No System Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the South-Central Oklahoma Workforce Board, Inc. and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the South-Central Oklahoma Workforce Board, Inc. or the one-stop operator.

## **Severability**

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

## **Drug and Alcohol-free Workforce**

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

## **Certification Regarding Lobbying**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

## **Debarment and Suspension**

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

## **Priority of Service**

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. System Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the “Buy American Act.”) and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

## **Salary Compensation and Bonus Limitations**

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

## **Non-Assignment**

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

## **Governing Law**

This MOU will be construed, interpreted, and enforced according to the laws of the State of Oklahoma. All Parties shall comply with all applicable Federal and State laws and regulations,

and Local laws to the extent that they are not in conflict with State or Federal requirements.

## **Modification Process**

### **Notification**

Any alterations, additions, or deletions to the terms of this agreement which are required by changes in the state law, federal law, or by regulations are automatically incorporated in this agreement without written amendment and shall become effective on the date designated by such law or regulation.

When a System Partner wishes to modify the MOU, the System Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

### **Discussion/Negotiation**

Upon notification, the SCOWB Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with System Partners in a timely manner and as appropriate. Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the SCOWB Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the SCOWB wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the SCOWB Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a Partner is unwilling to agree to the MOU modification, the SCOWB Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

If there is an unexpected increase in infrastructure cost, all parties will be allowed to review and re-negotiate their share.

### **Signatures**

The SCOWB Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate

document as long as the SCOWB Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

## Termination

This MOU will remain in effect until the end date specified in the Effective Period section below, unless:

- All Parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the SCOWB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.

All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

## Effective Period

This MOU is entered into on July 1, 2017. This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2020, unless any of the reasons in the Termination section above apply.

# Definitions

## One-Stop Delivery System

The one-stop delivery system (herein also referred to as the Oklahoma Works Centers) brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-stop Partners administer separately funded programs as a set of integrated streamlined services to customers. [20 CFR 678.300(a); 34 CFR 361.300(a); and 34 CFR 463.300(a)]

## Required One-Stop Partners

### Department of Labor

- WIOA title I programs:
- Adult, Dislocated Worker, and Youth formula programs;
- Job Corps;
- YouthBuild;
- Native American programs;
- Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
- Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- Unemployment Compensation (UC) programs;
- Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.;
- Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

### Department of Education

- Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);

- The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by WIOA title IV;

## **Department of Health and Human Services**

Employment and training programs;

- Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b). [WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

## **Additional One-Stop Partners**

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 Oklahoma Works Centers if the WDB and chief elected official(s) approve the entity's participation.

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 (42 U.S.C. 1320b–19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]

## **Infrastructure Costs**

Non-personnel costs that are necessary for the general operation of the one-stop center, including but not limited to applicable facility costs (such as rent), costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for

individuals with disabilities), and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. Common identifier costs may be considered as costs of one-stop infrastructure.

[WIOA sec. 121(h)(4); 20 CFR 678.700(a)-(b); 34 CFR 361.700(a)-(b); and 34 CFR 463.700(a)-(b)]

## **Shared Operating Costs and Shared Services**

Must include the costs of the provision of career services in Sec. 134(c)(2) applicable to each program consistent with Partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200 and may include shared operating costs and shared services. [WIOA Sec. 121(i)(1); 20 CFR 678.760(a); 34 CFR 361.760(a); 34 CFR 463.760(a); and TEGL 17-16, RSATAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4- 5, Attachment II)]

Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop Partners, and business services. [WIOA sec. 121(i)(2); 20 CFR 678.760(b); 34CFR 361.760(b); 34 CFR 463.760(b); and TEGL 17-16, RSA TAC, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

## **One-Stop Operating Budget**

The one-stop operating budget of one-stop centers or Oklahoma Works Centers (AJC) is the financial plan that the one-stop partners, the CLEO, and the SCOWB have agreed to in the MOU that will be used to achieve their goals of delivering services in the area. The MOU must contain, among other things, provisions describing how the costs of shared services provided by the one-stop system and the operating costs of such system will be funded, including the infrastructure costs for the one-stop system (WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b)).

The one-stop operating budget may be considered the master budget that contains a set of individual budgets or components that consist of costs that are specifically identified in the statute: infrastructure costs, defined in WIOA sec. 121(h)(4); and additional costs which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the one-stop delivery system and do not constitute infrastructure costs. These additional costs are described in WIOA sec. 121(i). The one-stop operating budget must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflect a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the one-stop center and relative benefit received. The one-

stop operating budget may be further refined by the one-stop partners, as needed, to assist in tracking their contributions. It may be necessary at times to separate the budget of a comprehensive one-stop center from a specialized one-stop center or an affiliate one-stop center.

One-Stop operating costs include infrastructure costs and additional costs, which are made up of applicable career service, shared operating costs and shared services. [TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop

## Authority and Signature

**One completed, signed, and dated Authority and Signature page is required for each signatory official (see list on pages 6 & 7).**

By signing my name below, I, \_\_\_\_\_, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My Signature certifies my understanding of the terms outlined herein and agreement with the MOU.

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of the MOU.

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2020, whichever occurs earlier.

\_\_\_\_\_  
Signature – Randy McLemore, Chief Local Elected  
Official (CLEO)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Rodney Palesano, SCOWB Board Chair

\_\_\_\_\_  
Date

**One completed, signed, and dated Authority and Signature page is required for each signatory official (see list on pages 6 & 7).**

By signing my name below, I, \_\_\_\_\_, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

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- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2020, whichever occurs earlier.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Agency Name

Agency Contact Information:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_