

**AGENDA**  
**WIOA JOINT TRAINING WEBINAR**  
**REGARDING THE GOVERNOR'S GUIDELINES FOR NEGOTIATING COSTS AND SERVICES**  
**UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 (WIOA)**

- I. Introductions and purpose of the webinar**
  
- II. Guidelines for local MOU negotiations**
  - A. Brief KEB presentation (5 minutes)
  - B. Questions of clarification (20 minutes)
  
- III. Guidelines for negotiation of comprehensive one-stop center infrastructure costs**
  - A. Brief KEB presentation (10 minutes)
  - B. Questions of clarification (20 minutes)
  
- IV. Guidelines for negotiation of local one-stop delivery system costs**
  - A. Brief KEB presentation (5 minutes)
  - B. Questions of clarification (20 minutes)
  
- V. Negotiation process and timeline**
  - A. Brief KEB presentation (5 minutes)
  - B. Questions of clarification (20 minutes)
  
- VI. Wrap up and where to go for questions**

*Note:* A copy of the Governor's Guidelines is attached to this agenda. A copy is also posted on the WIOA Implementation portal, which can be accessed by the public at the following link:

<https://www2.illinoisworknet.com/DownloadPrint/Governor's%20Guidelines%20-%20Pending%20Final%20Approval.pdf>

**GOVERNOR'S GUIDELINES TO STATE AND LOCAL PROGRAM PARTNERS  
NEGOTIATING COSTS AND SERVICES UNDER THE WORKFORCE INNOVATION AND  
OPPORTUNITY ACT OF 2014 (WIOA)**

**PURPOSE AND  
APPLICABILITY**

These guidelines fulfill the WIOA requirement that the Governor issue guidance to State and local partners for negotiating cost sharing, service access, service delivery and other matters essential to the establishment of effective local workforce development services under WIOA (§678.705). They apply to:

1. All State-level agencies and entities in Illinois responsible for planning and administration of Federally-funded workforce development programs (678.400 and 678.700(c)), and
2. Local workforce innovation boards (LWIBs) and chief elected officials (CEOs) responsible for planning and administering workforce development services in a local workforce innovation area.

All required partners, LWIBs and CEOs are expected to act in accordance with these guidelines and to otherwise comply with them. As required by WIOA, the State will monitor local areas to assure compliance with these guidelines.

**GOALS**

WIOA establishes ambitious goals for the integration of workforce service programs. These goals are intended to maximize the value and benefits to customers of services available to them under Federally-funded workforce development programs. Included are business customers seeking to acquire the talent and skills needed to compete in a global economy. Also included are program participants seeking to acquire skills and recognized credentials to move along pathways that lead to high-paying jobs in growing sectors of the economy that offer long-term opportunities for stable employment.

Carefully planned and coordinated services among all Federally-funded workforce development programs are necessary to achieve the level of integrated service delivery WIOA envisions. This means that all Federally-funded workforce development programs work collaboratively in partnership to optimize the quality of services provided. Recognizing that successful integration is directly related to coordinated and joint use of resources, WIOA also requires each partner to contribute its proportionate share of costs required for operation of local one-stop delivery systems.

## **SCOPE**

These guidelines:

1. Establish general guidance, direction and requirements for negotiating local memoranda of understandings (MOUs) that are required in each local workforce innovation area (LWIA) to support the operation of the local one-stop delivery system.
2. Provide guidance related to comprehensive one-stop center infrastructure costs, including guidance for budgeting, allocation and negotiation of these costs using the two funding methods WIOA prescribes.
3. Provide guidance for identifying and negotiating local one-stop delivery system costs that will be shared among required partners.
4. Prescribe timelines for local negotiation of MOUs and for reporting of the outcomes of these negotiations.
5. Outline requirements for the process through which required partners can appeal decisions made in the application of these guidelines if the State infrastructure cost funding mechanism is used.

## **ORGANIZATION OF GUIDELINES**

These guidelines are organized into five sections:

**SECTION 1** – Negotiation of Local MOUs

**SECTION 2** – Negotiation of Infrastructure Costs

**SECTION 3** – Negotiation of Local One-Stop Delivery System Costs

**SECTION 4** – Timelines for Negotiation of MOUs and Infrastructure Costs

**SECTION 5** – Reporting of Interim and Final Negotiation Outcomes

**SECTION 6** – Appeals Process

## **SECTION 1 – NEGOTIATION OF LOCAL MOUS**

1. Development and negotiation of local memoranda of understandings will follow these basic principles and guidelines:
  - a. The local MOU will be used as an essential tool for achieving a key goal of WIOA – establishing integrated and effective local workforce delivery systems that produce the skilled workers businesses in the local and regional economies require.

- b. Local MOUs will reflect the shared vision and commitment of local workforce innovation boards and required partners to high-quality workforce development systems and centers, and be consistent with the vision articulated by the Federal government and State, regional and local planning priorities.
- c. Local MOUs will reflect and document how each partner will contribute its proportionate share of infrastructure costs for the comprehensive one-stop center.
- d. All required partners entering into the MOU development and negotiation process will be empowered to make commitments for the partner organization, including staff or other local representatives of the following State entities and State administered programs:
  - 1. Department of Commerce – Adults, Dislocated Workers, and Youth; Trade Adjustment Act and Community Services Block Grant Act
  - 2. Illinois Community College Board – Adult Education and Family Literacy
  - 3. Department of Employment Security – Employment Programs Authorized under the Wagner-Peyser Act, Unemployment Insurance, Jobs for Veterans State Grants, Trade Reinvestment Act
  - 4. Illinois Community College Board – Career and Technical Education under the Perkins Act
  - 5. Department of Human Services – Division of Rehabilitation Services
  - 6. Department of Human Services – Division of Family and Community Services (TANF)
  - 7. Department on Aging – Senior Community Service Employment Program (SCSEP)
  - 8. Department of Corrections – Second Chance Act
- e. Each required partner entering into the MOU development and negotiation process will designate a specific individual with authority to commit financially and programmatically on behalf of the required partner. This individual may be staff from a State agency’s central, regional or local office or a local representative providing services for a State-level entity through a contract, grant or similar agreement. Where multiple required partners of Adult Education and Career and Technical Education exist in one LWIA, partners will convene their providers and appoint an individual to negotiate the MOU on their behalf.

- f. All individuals participating in the development and negotiation of local MOUs will negotiate in good faith to reach agreement and to bring about a unified vision for the local one-stop delivery system.
  - g. Local MOUs negotiations will be conducted according to these guidelines.
2. The MOU will describe the services that will be accessible through the local one-stop delivery system, identify the location(s) at which these services will be accessible, specify the method of delivery for each required partner providing services and describe how these services will be coordinated. The MOU must also describe the specific methods that will be used to refer participants between the one-stop operator and required partners to obtain needed services. These methods must encompass specific arrangements to assure that individuals with barriers to employment, including individuals with disabilities, can access available services.
  3. The chair of the Local Workforce Innovation Board (LWIB) will designate an individual who will take the lead responsibility for negotiation of the MOU. The chair will also designate a private sector member of the board, or other impartial individual, as having lead responsibility for negotiation of infrastructure costs.
  4. The individual the LWIB chair designates to lead the MOU negotiation process and local required partners will use as a starting point for their negotiations the “State-level Career Services Summary” and the “State-level Program and Activities Services Summary.” (*Included as Appendix Items 3 and 4 to Guidelines*). Additional partners may be added at the discretion of the LWIB and CEOs and with agreement of these additional partners.
  5. The MOU will identify the local comprehensive one-stop center(s) in the local area, describe the role of the operator in the local comprehensive one-stop center(s), including the local operator’s role and responsibilities for coordinating referrals among required partners. The role of the one-stop operator must comply with requirements specified in 20 CFR 678.620, 678.625 and 678.630. LWIBs and CEOs may also designate affiliated sites or specialized centers at their discretion provided they meet the requirements of 20 CFR 678.310, 678.315 and 678.320.
  6. The MOU will define how core program partners will share local data and information and otherwise collaborate to assure that all common primary indicators of performance for the local area will be achieved

while ensuring confidentiality of Personally Identifiable Information (PII) for program participants.

7. The MOU will identify the specific infrastructure and local workforce development system costs that will be shared among the required partners. An approved annual budget in a format similar to the table provided in Appendix Item 8 and negotiated in accordance with in Sections 2 and 3 will be included with the MOU.
8. The proportion of each required partner's shared infrastructure and local workforce development systems costs will be determined according to these guidelines. All cost sharing determinations must be consistent with the "[Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.](#)"
9. Upon agreement, the LWIB, required partners and CEO(s) will be required to sign the MOU, which may either be an umbrella agreement encompassing all required partner programs or separate agreements with each required partner or groups of required partners. LWIAs are encouraged to use umbrella MOUs in the interest of transparency. The LWIB will report to the Governor on the results of MOU negotiations as prescribed in Section 4 of these guidelines and in a format similar to the letter provided in Appendix Item 9 of these guidelines.
10. Signed MOUs must be submitted to an individual designated by the Governor before July 1<sup>st</sup> of each year in which an MOU is negotiated.
11. The process and efforts of the LWIB and required partners to negotiate the MOU and the process to be followed when consensus cannot be reached must be described in the MOU. The MOU should also address the process for resolving any disputes that evolve after the agreement is reached.
12. The duration of local MOUs and the frequency with which MOUs will be reviewed will be determined by LWIBs but may not exceed three years. A budget for infrastructure and shared system costs must be negotiated annually and incorporated into the MOU through the amendment procedures described in the MOU.
13. Local MOU negotiations will occur during a prescribed 90-day period as described in Section 4, with each local area reporting to the Governor at the end of this negotiation period as described in Section 4.
14. In addition to the 90-day period of negotiation, a 45-day remediation period will be provided for local areas reporting that they were unable to come to agreement on an MOU during the prescribed period of negotiation. During this remediation period, a State-level team,

comprised of representatives of the core programs under WIOA, supplemented as necessary with a representative of other affected program partner(s), will work with the LWIB, CEOs and required partners in an attempt to facilitate agreement.

15. Only local areas that fail to reach agreement at the end of the remediation period will be considered to be at impasse. Only impasses on infrastructure costs may result in lower funding due to limited funds expected to be available under the State funding mechanism. The State funding mechanism will apply to certified comprehensive one-stop centers only in local areas which cannot reach agreement on an MOU at the end of the 45-day remediation period.
16. The MOU must acknowledge that the agreements made are contingent on the availability of Federal funding for each required program.
17. Two or more local areas in a region may develop a single, joint MOU if they are in a region that has submitted a regional plan (§ 678.500(a)).

## **SECTION 2 – NEGOTIATION OF INFRASTRUCTURE COSTS**

1. Local areas are expected to reach agreement on how infrastructure costs will be shared among required partners. One of two mechanisms for funding the infrastructure costs of comprehensive one-stop centers can be used: a local funding mechanism when all required partners agree on how infrastructure costs will be shared, which is the expectation, and a State funding mechanism that will be used only as a last resort when it is impossible to reach local agreement. Use of either of these methods must conform to the requirement of 20 CFR Subpart E – One-Stop Operating Costs (§678.710). *(A summary comparison of requirements and features associated with each mechanism is included as Appendix 5 to these Guidelines.)*
2. Local comprehensive one-stop center infrastructure costs to be shared among all required partners will be defined on a standard budget form as described in Section 5. *(A list of infrastructure cost line items and definitions is included as Appendix Item 6 to these Guidelines. This list is not all inclusive.)*
3. An infrastructure budget for each comprehensive one-stop center will be prepared annually on a State fiscal year (WIOA program year) basis.
4. The chair of each Local Workforce Innovation Board (LWIB) will designate a private sector member of the board, or other impartial individual, to assume lead responsibility for negotiation of infrastructure costs. Upon designation, the private sector board member will convene an initial meeting of all required partners and

CEOs, or their representatives, to begin developing the one-stop center infrastructure cost budget.

5. Prior to the initial meeting, the entity or entities serving as the leaseholder for the designated comprehensive one-stop center(s) will provide the representative of the LWIB, CEOs, and all required partners with the following specific information:
  - a. Information on the term of the lease,
  - b. The specific items of cost covered by the lease, and
  - c. Actual costs in the prior year for all line items included which are not covered by the lease.
6. The private sector board member or other impartial individual designated by the LWIB chair to lead the infrastructure cost negotiation process will also see that required partners are provided information on the number of FTEs that required partners committed to the operation of the local one-stop delivery system the prior year.
7. At their initial meeting, the private sector board member or other impartial individual designated by the LWIB chair, and required partners will review and discuss actual costs in the prior year and new needs for the coming budget year.
8. The private sector member or other impartial individual the LWIB chair designates to lead the infrastructure negotiation process will obtain all assistance needed to prepare a draft budget for future consideration by all required partners. The draft budget must be consistent with these guidelines.
9. The private sector board member or other impartial individual the LWIB chair designates to lead the infrastructure cost negotiation process will see that a draft budget is presented to all required partners at least two weeks prior to a second meeting of required partners. This draft budget will also be submitted simultaneously to a person(s) to be designated at the State level.
10. At their second meeting, the required partners will review the draft budget and make all revisions agreed upon.
11. The private sector board member or other impartial individual the LWIB chair designates to lead the infrastructure cost negotiation process will prepare a final budget that allocates agreed-upon infrastructure costs equitably among required partners. These costs will be allocated among required partners in accordance with the methodology specified in item 12 of this section of these guidelines.



12. The proportion of each required partner's FTE staffing dedicated to support the operation of comprehensive one-stop centers will be used as the basis for determining each required partner's share of infrastructure costs. FTE staffing is defined to include:
  - a. Required partner or contractor FTE staff onsite at the one-stop center, and,
  - b. Required partner or contractor FTE staff offsite but who are dedicated and available on demand to meet service access requirements via "direct linkage."

Any deviation from this cost allocation method the required partners agree upon must be consistent with "[Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.](#)"

13. The private sector board member or other impartial individual designated by the LWIB chair to lead infrastructure cost negotiations will distribute this final budget at least two weeks prior to a third meeting of required partners, at which time all required partners will be asked to approve the infrastructure cost budget.
14. If, after the 45-day period of remediation, a required partner identified in Section 1, Item 1.d. of these Guidelines does not agree to approve the local budget, then the infrastructure costs allocated to that required partner under the local budget will be compared to the amount of infrastructure costs that would be calculated under the State funding formula. If the amount allocated to this required partner under the State funding formula is greater than or equal to the amount allocated in the local budget, then the required partner must accept the local budget.
15. The final approved budget will be incorporated annually into the approved Memorandum of Understanding (MOU) as an amendment using amendment procedures specified in the MOU.
16. Failure to reach agreement on comprehensive one-stop center infrastructure costs at the end of the established 45-day remediation period will result in limited infrastructure funding if funds are available through the State funding mechanism. For comprehensive one-stop centers outside of Cook County, the State infrastructure funding mechanism may be considered for only one comprehensive one-stop center. Infrastructure funding using the State funding mechanism can be accessed for up to four centers in Cook County.
17. Following the end of each State fiscal year, and after all budgeted infrastructure costs have been incurred, the private sector board member the LWIB chair designates to lead the MOU negotiation

process will assure budgeted costs by required partners are reconciled to actual costs and that any necessary adjustments are made.

**SECTION 3:  
NEGOTIATION OF  
LOCAL ONE-  
STOP DELIVERY  
SYSTEM COSTS**

1. All required partners under WIOA are required to use a portion of their program funds to pay additional costs relating to operation of the local one-stop delivery system. These costs include the costs of providing shared career services to individuals, costs to support LWIB functions and other costs that promote integration of services. (*Appendix Item 7 to these guidelines provides a list of costs that may be considered shared local system costs. This list should not be considered all inclusive.*)
2. Required partners may meet their cost sharing obligations through any of the following methods:
  - a. Cash contributions as allowed by the statutes and regulations governing each program,
  - b. Locally agreed upon and fairly valued in-kind contributions that provide tangible benefits for the local service delivery system to offset a cash contribution the partner may otherwise be asked to make.
3. Required partners are encouraged to give priority to those shared costs which bring about integration, streamline service delivery and lead to better outcomes.
4. The amount each required partner contributes to local one-stop service delivery system costs must be allowable under each required partner's statutory and regulatory requirements. Contribution amounts must also be proportionate to the benefit received and determined in accordance with "[Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.](#)"

**SECTION 4:  
TIMELINES FOR  
NEGOTIATION OF  
MOUS AND  
INFRASTRUCTURE  
COSTS**

1. Local boards may begin their negotiations related to services, methods of delivery, infrastructure and other shared costs at any time, but they must be concluded by March 31 of each calendar year.
2. A final report on the outcomes of these negotiations must be provided by March 31<sup>st</sup> each calendar year to an individual designated by the Governor (*see Appendix Item 9 of these guidelines*).
3. A 45-day period for remediation will begin on or around April 15<sup>th</sup> of each calendar year and continue through the end of May. Failure to reach agreement on comprehensive one-stop center infrastructure costs at the end of the established 45-day remediation period will trigger infrastructure funding using the State funding mechanism. Each

required partner's proportionate share of infrastructure costs using the State infrastructure funding mechanism in these instances will be determined based on FTEs as described in Item 12 of Section 2.

4. Local areas that cannot reach agreement on an MOU at the end of the 45-day remediation period for reasons other than the allocation of infrastructure costs will be reported to the U.S. Secretary of Labor and head of any other relevant Federal agency as required in 20 CFR 678.510.

**SECTION 5:  
REPORTING OF  
AND FINAL  
NEGOTIATION  
OUTCOMES**

1. Local boards must provide a draft budget to the individual designated by the Governor by no later than February 28<sup>th</sup> of each calendar year. This budget is to be provided in a standard format. *(A prototype budget is included as Appendix Item 8 to these guidelines.)*
2. A final report on the outcomes of the MOU negotiations must be provided by March 31<sup>st</sup> each calendar year to an individual designated by the Governor. *(Appendix Item 9 to these guidelines is the report required from local areas regarding final outcomes of MOU negotiations.)*

**SECTION 6:  
APPEALS  
PROCESS FOR  
INFRASTRUCTURE  
COSTS**

1. The Governor will make the final determination of each required partner's proportionate share of statewide infrastructure costs under the State funding mechanism as described in these guidelines.
2. A required partner may appeal the Governor's determination on the basis of a claim that:
  - a. The Governor's determination is inconsistent with the proportionate share requirements of 20 CFR 678.735(a).
  - b. The Governor's determination is inconsistent with the cost contribution caps described in 20 CFR 678.735(c).
3. An appeal must be made within 21 days of the Governor's determination and follow the appeal process outlined in the State Unified Plan.

**APPENDIX ITEM 1 TO GOVERNOR’S GUIDELINES  
GLOSSARY**

TERM	DEFINITION
<b>1. Comprehensive one-stop center</b>	A single physical location in each Local Workforce Innovation Area (LWIA) where on-demand access to career services, training services, employment services and all required programs is available. The State infrastructure funding mechanism only applies to certified comprehensive one-stop centers in local areas which cannot reach agreement on an MOU at the end of the 45-day remediation period. Staff must provide Adult, Dislocated Worker, Youth and Wagner-Peyser services physically on-site.
<b>2. Full-time equivalent (FTE)</b>	The ratio of the total number of hours worked (whether part-time, full-time or contracted) divided by an average full-time work week (e.g., 40 hours).  <b>Example:</b> <i>Two employees who work 20 hours per week are the equivalent of one full-time employee or one FTE. One employee who works 20 hours per week is expressed as .5 FTE.</i>
<b>3. Infrastructure costs</b>	Section 121(h)(4) defines infrastructure costs to mean: “...the non-personnel costs that are necessary for the general operation of the one-stop center, including the rental costs of facilities, the costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facility access to the one-stop center, including the center’s planning and outreach activities.”
<b>4. Local one-stop delivery system</b>	The network of workforce-related products, programs, services and service locations established to meet business and jobseeker needs in a Local Workforce Innovation Area.
<b>5. Local Workforce Innovation Area (LWIA)</b>	A geographic area designated by the Governor to receive and administer WIOA funding at the local level according to Section 106 of the Workforce Innovation and Opportunity Act.
<b>6. Memorandum of Understanding (MOU)</b>	A document defining the agreement between the local board, CEOs and required partners relating to the operation of the workforce delivery system in the local area, including operating and infrastructure costs.
<b>7. Proportionate share</b>	An amount determined by the Governor that represents a required partner’s portion of comprehensive one-stop infrastructure costs statewide for purposes of the State infrastructure funding mechanism. This amount is determined

TERM	DEFINITION
	through a reasonable cost allocation methodology that assigns costs to required partners in proportion to relative benefits received.
<b>8. Required partners</b>	<p>WIOA identifies 17 required program partners, four of which are “core program partners,” that must provide services in comprehensive one-stop centers and share in the cost of maintaining the one-stop delivery system subject to a Memorandum of Understanding (MOU). The 17 required partners follow:</p> <ol style="list-style-type: none"> <li>1. Workforce Development Activities serving youth, adults and dislocated workers under Title IB of WIOA</li> <li>2. Adult Education and Literacy programs under Title II of WIOA</li> <li>3. Employment Services under the Wagner-Peyser Act and Title III of WIOA</li> <li>4. Vocational rehabilitation services under Title I of the Rehabilitation Act of 1973 and Title IV of WIOA</li> <li>5. Career and technical education programs at the secondary and post-secondary levels under the Carl D. Perkins Career and Technical Education Act</li> <li>6. Programs under the Trade Act of 1974 (TAA)</li> <li>7. Title IV of the Social Security Act (Temporary Assistance for Needy Families (TANF) programs)</li> <li>8. Senior Community Services Employment Program (SCSEP)</li> <li>9. Employment and training activities under the Community Services Block Grant (CSBG)</li> <li>10. Housing and Urban Development employment and training activities</li> <li>11. Unemployment compensation programs</li> <li>12. Activities under the Second Chance Act of 2007</li> <li>13. Veterans job counseling, training and placement programs under Chapter 41 of Title 38, United States Code</li> <li>14. Migrant and Seasonal Farmworkers</li> <li>15. National Farmworker Jobs Program</li> <li>16. Job Corps career and technical education for youth</li> <li>17. YouthBuild education and job pathways</li> </ol>
<b>9. Shared system costs</b>	Additional, non-infrastructure costs, required one-stop partners are required to pay. These shared costs may include the cost of shared services authorized for an individual participant, such as intake and assessment costs, as well as shared costs of local board functions.
<b>10. State funding formula</b>	The formula the Governor uses to determine each required partner’s proportionate share of comprehensive one-stop center infrastructure costs. This formula is:

TERM	DEFINITION
	<p>(A) x (B/C) = D, where:</p> <p>A = Total infrastructure costs Statewide  B = The number of onsite and offsite FTEs each required partner commits to delivery of services in comprehensive one-stop centers Statewide  C = The number of onsite and offsite FTEs all required partners commit to delivery of services in comprehensive one-stop centers Statewide.  D = Required partner's proportionate share</p> <p><b>Example:</b></p> <p>Total infrastructure costs Statewide = \$4,000,000  Statewide FTEs committed by required partner = 20  Statewide FTEs committed by all required partners = 200</p> <p><math>\\$4,000,000 \times (20 \div 200) = \\$400,000</math></p>

**APPENDIX ITEM 2 TO GOVERNOR’S GUIDELINES  
SAMPLE TIMELINE FOR MOU AND INFRASTRUCTURE NEGOTIATIONS**

TIMEFRAME	ACTIVITY
JANUARY 1, 2016	<ul style="list-style-type: none"> <li>○ Initiation of local negotiations of memoranda of understandings (MOUs) and infrastructure cost sharing agreements</li> </ul>
FEBRUARY 28 EACH YEAR	<ul style="list-style-type: none"> <li>○ Local boards provide draft budgets (using the standard format) to the individual designated by the Governor</li> </ul>
MARCH 31, 2016 AND BY MARCH 31 OF EACH SUBSEQUENT YEAR IN WHICH A LOCAL AREA RENEGOTIATES ITS MOU (MINIMUM OF ONCE EVERY 3 YEARS)	<ul style="list-style-type: none"> <li>○ Local MOU negotiations end<sup>1</sup></li> <li>○ Local board chairs and chief elected officials report outcomes from local MOU negotiations to the Governor using the standard form (with copy sent to all required partners) (<i>in a format similar to the letter provided in Appendix Item 9</i>)</li> </ul>
APRIL 15 EACH YEAR	<ul style="list-style-type: none"> <li>○ For LWIAs not reaching agreement on infrastructure costs, a 45-day remediation period begins</li> </ul>
MAY 31, 2016 AND BY MAY 31 OF EACH SUBSEQUENT YEAR IN WHICH A LOCAL AREA RENEGOTIATES ITS MOU (MINIMUM OF ONCE EVERY 3 YEARS)	<ul style="list-style-type: none"> <li>○ LWIAs unable to reach agreement on MOUs for reasons other than infrastructure costs are referred to the U.S. Secretary of Labor and head of any other relevant Federal agency</li> <li>○ LWIAs at an impasse about infrastructure costs are referred to the Governor’s Office; the Governor will make the final determination about each required partner’s proportionate share of infrastructure costs under the State funding mechanism<sup>2</sup></li> </ul>
JULY 1 EVERY YEAR IN WHICH AN MOU IS NEGOTIATED	<ul style="list-style-type: none"> <li>○ A signed MOU must be submitted to an individual designated by the Governor</li> </ul>

<sup>1</sup> LWIAs may include an interim infrastructure funding agreement in the MOU if all other parts of the MOU have been negotiated (§ 678.715(c)). The interim infrastructure agreement must be finalized within six months of when the MOU is signed.

<sup>2</sup> LWIAs have 21 days from the Governor’s determination to appeal.

**APPENDIX ITEM 3 TO GOVERNOR’S GUIDELINES  
WIOA SERVICE MATRIX – CAREER SERVICES**

CAREER SERVICE	STATE REQUIRED PARTNERS AND METHOD(S) OF SERVICE DELIVERY <sup>3</sup>									
	CSBG	DHS – Work-force	DHS – Rehab Services	ICCB – Adult Ed and Family Literacy	ICCB – Perkins	IDoA – SCSEP	Title IB	IDES – Programs ( <sup>4</sup> and <sup>5</sup> )	Migrant Council – National Farmworker Jobs Program	DOC – Second Chance
1. <i>Eligibility for Title I-B participants</i>							<i>Onsite staff</i>		<i>Onsite staff and technology (i.e., Skype and phone)</i>	
2. <i>Outreach, intake and orientation</i>	<i>Technology</i>	<i>Onsite contract service provider</i>	<i>Onsite staff and technology</i>	<i>Onsite adult education service provider staff</i>	<i>Technology</i>	<i>Onsite SCSEP subrecipient staff or national contractor staff and technology</i>	<i>Onsite staff and technology</i>	<i>Onsite staff and technology</i>	<i>Onsite staff and technology (i.e., Skype and phone)</i>	<i>Onsite staff and technology</i>
3. <i>Skills and supportive service needs assessment</i>		<i>Onsite contract service provider</i>	<i>Onsite staff</i>	<i>Onsite adult education service provider staff</i>	<i>Technology</i>	<i>Onsite SCSEP subrecipient staff or national contractor staff and technology</i>	<i>Onsite staff and technology</i>		<i>Onsite staff and technology (i.e., Skype and phone)</i>	<i>Onsite staff and technology</i>

<sup>3</sup> HUD Employment and Training, Job Corps and YouthBuild are required programs but are not reflected in this matrix, as they apply in only some local areas.

<sup>4</sup> Includes employment programs authorized under the Wagner-Peyser Act, Unemployment Insurance, Jobs for Veterans State Grants, Trade Reinvestment Act, and Trade Readjustment Act, and the Migrant and Seasonal Farmworkers Program

<sup>5</sup> TEGL 3-15: Section 5. Career services provided by Wagner-Peyser staff states, “All of the Basic Career Services must be made available by WP staff in coordination with other one-stop center partners.” Career Services 1. through 11. on the WIOA Service Matrix – Career Services are Basic Career Services.



CAREER SERVICE	STATE REQUIRED PARTNERS AND METHOD(S) OF SERVICE DELIVERY <sup>3</sup>									
	CSBG	DHS – Work-force	DHS – Rehab Services	ICCB – Adult Ed and Family Literacy	ICCB – Perkins	IDoA – SCSEP	Title IB	IDES – Programs (4 and 5)	Migrant Council – National Farmworker Jobs Program	DOC – Second Chance
4. Labor exchange services					Technology		Onsite staff and technology	Onsite staff and technology	Onsite staff and technology (i.e., Skype and phone)	Onsite staff and technology
5. Program coordination and referral	Technology		Onsite staff and technology	Onsite adult education service provider staff		Onsite SCSEP subrecipient staff or national contractor staff and technology	Onsite staff and technology	Onsite staff and technology	Onsite staff and technology (i.e., Skype and phone)	Onsite staff and technology
6. Labor market information			Onsite staff and technology					Onsite staff and technology	Onsite staff and technology (i.e., Skype and phone)	
7. Training provider performance and cost information			Onsite staff and technology	Onsite adult education service provider staff	Technology		Onsite staff and technology		Onsite staff and technology (i.e., Skype and phone)	Onsite staff and technology
8. Performance information for the local area as a whole			Onsite staff and technology	Onsite adult education service provider staff	Technology		Onsite staff and technology	Onsite staff	Onsite staff and technology (i.e., Skype and phone)	Onsite staff and technology

CAREER SERVICE	STATE REQUIRED PARTNERS AND METHOD(S) OF SERVICE DELIVERY <sup>3</sup>									
	CSBG	DHS – Work-force	DHS – Rehab Services	ICCB – Adult Ed and Family Literacy	ICCB – Perkins	IDoA – SCSEP	Title IB	IDES – Programs (4 and 5)	Migrant Council – National Farmworker Jobs Program	DOC – Second Chance
9. Information about the availability of supportive services and referral to these services	Technology	Onsite contract service provider	Onsite staff and technology	Onsite adult education service provider staff	Technology		Onsite staff and technology	Onsite staff and technology	Onsite staff and technology (i.e., Skype and phone)	Onsite staff and technology
10. Information and assistance with UI claims								Onsite staff and technology	Onsite staff and technology (i.e., Skype and phone)	
11. Assistance establishing eligibility for financial aid			Onsite staff and technology		Technology		Onsite staff and technology		Onsite staff and technology (i.e., Skype and phone)	Onsite staff and technology
12. Employment retention services		Onsite contract service provider	Onsite staff and technology		Technology		Onsite staff and technology	Onsite staff and technology	Onsite staff and technology (i.e., Skype and phone)	Onsite staff and technology
13. Follow-up services for Title I-B participants							Onsite staff and technology		Onsite staff and technology (i.e., Skype and phone)	Onsite staff and technology

**NOTES**

Service deemed by partner not to be applicable

**METHOD OF SERVICE DELIVERY IF SERVICE IS APPLICABLE**

1. Onsite staff means staff available at all times during regular business hours.
2. Technology means technology that meets the “direct linkage” requirements of WIOA.

**APPENDIX ITEM 4 TO GOVERNOR’S GUIDELINES  
WIOA SERVICES MATRIX OF STATE-LEVEL REQUIRED PARTNER  
PROGRAM AND ACTIVITIES<sup>6</sup> OTHER THAN CAREER SERVICES ACCESSED AT COMPREHENSIVE ONE-STOP CENTERS<sup>7</sup>**

<b>SERVICES ACCESSED THROUGH <i>ONSITE STAFF</i></b>	<b>SERVICES ACCESSED THROUGH <i>TECHNOLOGY</i><sup>8</sup></b>	<b>SERVICES ACCESSED THROUGH <i>OTHER MEANS</i></b>
<p><b>DCEO – Title IB</b></p> <ol style="list-style-type: none"> <li>1. Analysis and use of labor market data to support local economic development</li> <li>2. Business services – interaction with business and economic development representatives</li> <li>3. Analysis and use of labor market data to support local economic development – interaction with business and economic development representatives</li> <li>4. Case management and local delivery of TAA services</li> </ol>	<p><b>DCEO – TAA</b></p> <ol style="list-style-type: none"> <li>1. State Merit Staff approval of training, waiver issuance, out of area job search and out of area relocation</li> </ol>	<p><b>DHS – Workforce Development</b></p> <ol style="list-style-type: none"> <li>1. Job retention, services, preparation for employment, support services (<i>Contract Service Providers</i>)<sup>9</sup></li> </ol>
<p><b>IDES – Wagner-Peyser</b></p> <ol style="list-style-type: none"> <li>1. Labor exchange – job search and posting</li> <li>2. Apprenticeship program</li> <li>3. Re-entry employment services</li> </ol>	<p><b>IDES – Wagner-Peyser</b></p> <ol style="list-style-type: none"> <li>1. Labor exchange – job search and posting</li> <li>2. Apprenticeship program</li> <li>3. Re-entry employment services</li> </ol>	
<p><b>IDES – Other Programs</b></p> <ol style="list-style-type: none"> <li>1. Veterans’ assistance – job preparation, employer outreach</li> <li>2. Migrant seasonal farmworkers</li> <li>3. Unemployment insurance</li> <li>4. Trade Readjustment Assistance determination and benefits</li> </ol>	<p><b>IDES – Other Programs</b></p> <ol style="list-style-type: none"> <li>1. Veterans’ assistance – job preparation, employer outreach</li> <li>2. Migrant seasonal farmworkers</li> <li>3. Trade Readjustment Assistance determinations and benefits</li> </ol>	

<sup>6</sup> In most cases, services are restricted to individuals eligible for and/or in need of service under each program. The service delivery method may also depend on local agreements or arrangements.

<sup>7</sup> Where present locally, Job Corps, HUD employment and training and YouthBuild will also be provided in compliance with WIOA access requirements.

<sup>8</sup> Meeting the “Direct Linkage” requirement

<sup>9</sup> Contract services provider staff may not be physically present at all locations; alternative ways to provide service access will be in place.

SERVICES ACCESSED THROUGH <i>ONSITE STAFF</i>	SERVICES ACCESSED THROUGH <i>TECHNOLOGY</i> <sup>8</sup>	SERVICES ACCESSED THROUGH <i>OTHER MEANS</i>
	4. A/RTAA eligibility determinations and benefits 5. Unemployment insurance	
<b>DHS – Division of Rehabilitation Services</b> 1. Overview and orientation to vocational rehabilitation services 2. Evaluation and assessment of eligibility for vocational rehabilitation services 3. Vocational rehabilitation guidance and counseling 4. Development of individualized plan for employment, including job placement, vocational training or post-secondary education services	<b>DHS – Division of Rehabilitation Services</b> 1. Overview and orientation to vocational rehabilitation services 2. Evaluation and assessment of eligibility for vocational rehabilitation services 3. Vocational rehabilitation guidance and counseling 4. Development of individualized plan for employment, including job placement, vocational training or post-secondary education services	
<b>ICCB – Adult Education and Literacy<sup>10</sup></b> 1. Student intake 2. Assessment 3. Student support services 4. Instruction	<b>ICCB – Adult Education and Literacy</b> 1. Online instruction – must meet minimum criteria	
<b>IDoA - Senior Community Service Employment Program<sup>11</sup></b> 1. Outreach activities 2. Professional development 3. Recruitment 4. Financial assistance 5. Benefits screening	<b>Community Services Block Grant (CSBG)</b> 1. Employment and training services 2. Employment support services (e.g., uniforms, protective gear, tools) 3. Linkages – referrals to other programs	

<sup>10</sup> Provided by onsite adult education service provider staff where space allows and by any combination of adult education providers in the LWIA.

<sup>11</sup> Onsite services will be provided by IDoA contract providers, national subcontractors or a combination of both.

SERVICES ACCESSED THROUGH <i>ONSITE STAFF</i>	SERVICES ACCESSED THROUGH <i>TECHNOLOGY</i> <sup>8</sup>	SERVICES ACCESSED THROUGH <i>OTHER MEANS</i>
	<p data-bbox="821 264 1199 293">ICCB – Post-Secondary Perkins</p> <ol data-bbox="821 298 1356 358" style="list-style-type: none"> <li data-bbox="821 298 1356 328">1. Academic counseling and career advising</li> <li data-bbox="821 332 1356 358">2. Resume writing / interview skills</li> </ol>	

**APPENDIX ITEM 5 TO THE GOVERNOR’S GUIDELINES  
SUMMARY COMPARISON OF INFRASTRUCTURE FUNDING REQUIREMENTS  
UNDER THE LOCAL AND STATE FUNDING MECHANISMS**

<b>Requirement or Characteristic</b>	<b>Local Funding Mechanism<sup>12</sup></b>	<b>State Funding Mechanism</b>
Partner contributions to infrastructure costs	Required	Required
Partner compliance with its own governing laws and regulations	Required	Required
Partner compliance with “Uniform Standards” circular	Required	Required
Partner contributions based on proportionate use	Required	Required
Partner contributions determined by Governor	No	Yes
Cash contributions from required partners	Allowed	Required
In-kind contributions from required partners	Allowed	Not Allowed
Limitation or cap on partners contributions	Only as imposed by the statutory and regulatory requirements of each required program	New WIOA defined caps
Title IB		3% of program and administration funds
Wagner-Peyser		3% of administration funds
SCSCEP		1.5% of program and administration funds
Perkins Career and Technical Education, and Adult Education and Family Literacy		1.5% of funds for <i>State</i> administration
Vocational rehabilitation		1.5% phased in over 5 years
<ul style="list-style-type: none"> <li>• Trade Act of 1974</li> <li>• Title IV of Social Security Act (TANF)</li> </ul>		1.5% of funds for administration

<sup>12</sup> The MOU may include an interim infrastructure funding agreement if all other parts of the MOU have been negotiated by March 31 each year (§ 678.715(c)). The interim infrastructure agreement must be finalized within six months of when the MOU is signed.

Requirement or Characteristic	Local Funding Mechanism <sup>12</sup>	State Funding Mechanism
<ul style="list-style-type: none"> <li>• Senior Community Services Employment Program (SCSEP)</li> <li>• Community Services Block Grant</li> <li>• Housing and Urban Development employment and training</li> <li>• Veterans job counseling, training and placement</li> <li>• Migrant and Seasonal Farmworkers</li> <li>• National Farmworker Jobs Program</li> <li>• Jobs Corps for youth</li> <li>• YouthBuild</li> </ul>		
Source of funds for partner contributions	As allowed under r's program	<p><b>Either administration or program funds</b>  Title IB and SCSEP  <b>Funds for State administration, non-Federal matching or maintenance of effort funds or funds for local administration</b>  Perkins Career and Technical Education  Adult Education and Family Literacy  <b>Funds for administration</b>  –  All other programs</p>
Philanthropic and private fund use	Allowed	Not allowed
Interim agreement for up to six months pending final negotiations	Allowed	Not allowed
Appeal process available to partners	No	Yes
Certification required to fund one-stop center infrastructure costs	No	Yes



**APPENDIX ITEM 6 TO GOVERNOR’S GUIDELINES  
INFRASTRUCTURE COST LINE ITEMS AND DEFINITIONS**

COST CATEGORY/LINE ITEM	LINE ITEM DEFINITION
<b>Facilities Costs</b>	
Lease cost	Annual amount due for comprehensive center space costs pursuant to a lease or other contractual arrangement.
Facility maintenance	Annual costs for upkeep and maintenance of leased space, including grounds keeping, trash and shredding, if not already included as part of the lease.
Property and casualty insurance	Annual cost of property and general liability insurance for the space, if not already included in the lease.
Security services	The cost of third party contractors and/or camera-based surveillance, if not already included in the lease.
Cleaning services	Cost of janitorial services, if not already included in the lease.
Utilities	Electricity, water, gas and other utility costs associated with the comprehensive center space, if not included in the lease cost.
<b>Technology Costs</b>	
Telecommunications, including Internet	Cost of phone and internet connectivity in the resource room and other shared spaces in the comprehensive center.
Equipment and technology costs	Costs of shared computers, printers, fax machines, copiers, postage machines utilized for the operation of the comprehensive center and related maintenance and supply costs.
Assistive technology for individual with disabilities	Cost of assistive technology enabling individuals with disabilities to utilize the resource room or other services provided at the comprehensive one-stop center.
<b>Marketing Costs Related to Common Identifier</b>	
Signage	One-time costs associated with new exterior and interior signage displaying the “common identifier”
Other “common identifier” costs	Printed materials, costs of website changes, business cards and similar costs incurred to implement the “common identifier.”

**APPENDIX ITEM 7 TO GOVERNOR'S GUIDELINES  
SELECTED LIST OF POSSIBLE LOCAL ONE-STOP SYSTEM SHARED COSTS**

COST TYPE	EXAMPLES OF POSSIBLE SHARED SYSTEM COSTS
<b>Mandatory</b>	
<b>Costs related to local board functions</b>	<ol style="list-style-type: none"> <li>1. Salary, benefits and other expenses associated with staffing board functions</li> <li>2. Board meeting costs</li> <li>3. Audit costs of incorporated boards</li> <li>4. Errors and omissions insurance for board directors and officers</li> <li>5. Costs associated with marketing services to employers and other customers</li> <li>6. Costs of strategic data gathering and analysis projects intended to isolate area workforce needs, priorities and issues</li> </ol>
<b>Mandatory</b>	
<b>Costs to promote integration and streamlining of services</b>	<ol style="list-style-type: none"> <li>1. Joint staff training, including staff of comprehensive one-stop centers</li> <li>2. Customer satisfaction measurement</li> <li>3. Business services</li> <li>4. Receptionist at comprehensive one-stop center</li> <li>5. Resource room materials and staffing costs at comprehensive one-stop centers or affiliated sites</li> </ol>
<b>Optional</b>	
<b>Shared services costs authorized for one-stop partner programs</b>	<ol style="list-style-type: none"> <li>1. Any allowable cost item (e.g., initial intake or needs assessments) agreed upon by local required partners</li> </ol>

**APPENDIX ITEM 8 TO GOVERNOR’S GUIDELINES  
STANDARD BUDGET FORMAT FOR SHARED COSTS**

SHARED COST CATEGORY	TOTAL ANNUAL BUDGET	ANNUAL BUDGET ALLOCATION TO PARTNERS							
<b>Part 1: Comprehensive One-Stop Center Infrastructure Costs</b>		Title IB	Wagner - Peyser	Adult Education	Vocational Rehab	Perkins	SCSEP	Other Partner	Other Partner
<b>Facilities Costs</b>									
Lease cost									
Facility maintenance									
Property and casualty insurance									
Security services									
Cleaning services									
Utilities									
<b>Technology Costs</b>									
Telecommunications and Internet									
Equipment and technology costs									
Assistive technology									
<b>Common Identifier Marketing Costs</b>									
Signage									
Other “common identifier” costs									
<b>Other Infrastructure Costs</b>									
Other Cost Description									
Other Cost Description									
Other Cost Description									
<b>Total, Infrastructure Costs</b>									

Note:

Cash contributions are included in black font.  
In-kind contributions are included in blue font.

SHARED COST CATEGORY	TOTAL ANNUAL BUDGET	ANNUAL BUDGET ALLOCATION TO PARTNERS							
		Title IB	Wagner - Peyser	Adult Education	Vocational Rehab	Perkins	SCSEP	Other Partner	Other Partner
<b>Part 2: Local One-Stop Delivery System Costs</b>									
<b>Costs Related to Board Functions</b>									
Salary, benefits and other expenses									
Board meeting costs									
Audit costs of incorporated boards									
Errors and omissions insurance									
Costs associated with marketing									
Costs of strategic data gathering									
Other Cost Description									
Other Cost Description									
<b>Costs to Promote Service Integration</b>									
Joint staff training									
Customer satisfaction measurement									
Business services									
One-stop center reception									
Resource room materials and staffing									
Other Cost Description									
Other Cost Description									
<b>Total, One-Stop Delivery System Costs</b>									
<b>Shared Costs Summary</b>									
Shared One-Stop Infrastructure Costs									
Shared One-Stop Delivery System Costs									
<b>Total, All Shared Costs</b>									

**APPENDIX ITEM 9 TO GOVERNOR'S GUIDELINES  
REPORT OF OUTCOMES FROM LOCAL MOU NEGOTIATIONS**

**Local Workforce Innovation Area:** \_\_\_\_\_

Notice is provided to the Governor as required by 20 CFR 678.725 that the local partners in this local area have reached consensus on a memorandum of understanding (MOU), including how comprehensive one-stop center infrastructure costs will be funded for the year beginning July 1, \_\_\_\_\_. *A copy of the budget on which agreement was reached is attached to this notice.*

OR

Notice is provided to the Governor as required by 20 CFR 678.725 that, despite every effort, the local partners in this local area did not reach consensus on a local memorandum of understanding for the period beginning July 1, \_\_\_\_\_.

**Failure to agree for reasons *other* than infrastructure costs**

Listed below are the program partners that did not agree and the main reasons for their inability to agree.

<b>Program Partner Name</b>	<b>Reasons</b>
1.	
2.	

**Failure to agree on one-stop center infrastructure costs**

The inability to reach agreement was because one or more partners do not agree with how comprehensive one-stop center infrastructure costs will be funded for the year beginning July 1, \_\_\_\_\_. Listed below are the program partners that did not agree to the budget for comprehensive one-stop center infrastructure costs. *A copy of the budget on which agreement was not reached is attached to this notice.*

<b>Program Partner Name</b>	<b>Reasons</b>
1.	
2.	

**Signatures:**

\_\_\_\_\_  
Chair, Local Workforce Innovation Board

\_\_\_\_\_  
Chief Elected Official

\_\_\_\_\_  
Chief Elected Official

\_\_\_\_\_  
Chief Elected Official

\_\_\_\_\_  
Chief Elected Official