



MEMORANDUM OF UNDERSTANDING

Wagner-Peyser Service Provision

Virginia Employment Commission

and

Shenandoah Valley Workforce Development Board, Inc.

Version: January 1, 2021

Legal Authority

The U.S. Department of Labor (Department or DOL) has issued a final rule to give States increased flexibility in their administration of Employment Service (ES) activities funded under the Wagner-Peyser Act (the Act). This flexibility includes the grants allocated to the States for the traditional labor exchange and related services, and for the foreign labor certification program, including the placement of employer job orders, inspection of housing for agricultural workers, and the administration of prevailing wage and practice surveys. Reference 20 CFR Parts 651, 652, 6531 and 658 – Docket No. ETA-2019-0004.

Memorandum of Understanding

This MOU is executed between the Virginia Employment Commission and the Shenandoah Valley Workforce Development Board, Inc.. These entities are collectively referred to as the "Parties" to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the provision of Wagner-Peyser services by the Shenandoah Valley Workforce Development Board, Inc. on behalf of the Virginia Employment Commission.

Introduction

The regulatory changes enacted by the Employment and Training Administration (ETA), Department of Labor (DOL) published January 6, 2020 and Training and Employment Notice Number 13-19 dated January 13, 2020, modernize the regulations implementing the Wagner-Peyser Act to align them with the flexibility allowed under the Workforce Innovation and Opportunity Act (WIOA), and to allow States to choose the service delivery model that can best meet their goals for the Employment Services (ES) program. This could include a focus on services for individuals with barriers to employment, improved employment opportunities for Unemployment Insurance (UI) recipients and other job seekers, better services for employers, and improved outreach to individuals in rural areas. The changes also give States the flexibility to staff employment and farm worker outreach services in what each State finds is the most effective and efficient way, using a combination of State employees, local government employees, service providers, and other staffing models in a way that makes the most sense for them. This, in turn, may leave more resources to help employers find employees and to help employees find the work they need. The changes are also consistent with Executive Order (E.O.) 13777, which requires the Department of Labor to identify outdated, inefficient, unnecessary, or overly burdensome regulations that should be repealed, replaced, or modified.

The modifications made in this final rule require conforming amendments to the specific Wagner-Peyser Act references in 20 CFR 678.630, 34 CFR 361.630, and 34 CFR 463.630 of the U.S. Departments of Labor and Education's joint WIOA regulations (Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions Final Rule, 81 FR 55792 (Aug. 19, 2016)). Neither this conforming change nor any of the changes discussed in the published final rule will affect other programs' staffing requirements, such as those for the Vocational Rehabilitation (VR) program, because all changes discussed in this final rule, including these conforming changes, apply only to the ES programs authorized under the Wagner-Peyser Act which includes the Monitor Advocate System activities.

The Wagner-Peyser Act does not mandate specific staffing requirements. Section 3(a) of the Wagner-Peyser Act requires the U.S. Secretary of Labor (Secretary) to assist in coordinating the ES offices by developing and prescribing minimum standards of efficiency. Historically, the Department of Labor has used the authority in this provision to require States to provide labor exchange services with State merit staff, i.e., State staff employed according to the merit system principles in 5 CFR Part 900, Subpart F – Standards for a Merit System of Personnel Administration. However, this is not the only reasonable interpretation of this provision and, in finalizing the rule, the DOL is adopting an interpretation that allows States the flexibility to use staffing arrangements that best suit their needs. This flexibility will allow States to provide Wagner-Peyser Act services through State merit staff, other State staff, subawards to local governments or private entities, a combination of these arrangements, or other allowable staffing solutions under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Consistent with the Uniform Guidance, all of these staffing arrangements, other than using State-employee staff, would be considered subawards and the entities providing services would be considered subrecipients.

This rule is not subject to the requirements of E.O. 13771 because this rule results in no more than de minimis costs

System Structure

The LWDA has three Virginia Career Works Centers, also known as America's Job Centers that are designed to provide a full range of assistance to job seekers, workers and businesses under one roof. Established under the Workforce Investment Act of 1998 (*WIA*) and continued by the *WIOA*, the centers offer a comprehensive array of services designed to match talent with opportunities. These services will continue to include the provisions of the Wagner-Peyser Act. The below Centers will have access to services through the Wagner-Peyser Act through a physical, virtual, or other presence as defined by the Shenandoah Valley Workforce Development Board, Inc.

Virginia Career Works – Harrisonburg Center (Comprehensive)

Tristan Meadows, Workforce Services Director
160 North Mason Street
Harrisonburg, VA 22802

Virginia Career Works – Winchester Center (Affiliate)

Bonnie Zampino, Workforce Services Director
419 North Cameron Street
Winchester, VA 22601

Virginia Career Works – Fishersville Center

Tristan Meadows, Workforce Services Director
1076 Jefferson Highway
Staunton, VA 24401

Scope of Work

At a minimum, the Shenandoah Valley Workforce Development Board, Inc. will make the Wagner-Peyser services listed below available, consistent with Virginia and LWDA policies and Virginia's WIOA Combined State Plan.

BASIC CAREER SERVICES
Provide basic career services and individualized career services for job seekers and workers
Conduct outreach regarding local workforce system's services and products
Provide access to labor market information and assist with the interpretation of this information relating to local, regional, and national labor market areas, including job vacancy listings, information on job skills necessary to obtain the jobs, and information relating to local occupations in demand and their earnings, skill requirements, and opportunities for advancement for such occupations
Conduct outreach and assist employers fill their workforce needs with qualified job seekers
Provide customized recruitment and job applicant screening and referral services
Conduct job fairs, use one-stop center facilities for recruiting and interviewing job applicants
Post job vacancies in the state labor exchange system and take and fill job orders
Provide information regarding workforce development initiatives and programs
Develop, convene, or implement industry or sector partnerships
Conduct intake, outreach, and orientation to the information services, programs, tools and resources available through the workforce system
Referral to training services
Information on the availability of supportive services and referral to such as appropriate
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs.
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).
Access to employment opportunity through job search and job matching functions
Performance information and programs costs for eligible providers of training, education and workforce services.
Information on performance of the local Workforce system.
Information on the availability of supportive services and referral to such, as appropriate.
Information and assistance on how to file for unemployment insurance (internet and phone)
Determination of potential eligibility for workforce Partner services, programs, referrals.
Information and assistance in applying for financial aid for training and education program not provided under WIOA.
INDIVIDUALIZED CAREER SERVICES
Comprehensive and specialized assessments of skill levels and service needs.
Development of individual employability plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals.
Referral to training services.
Group counseling.
Literacy activities related to work readiness.
Individual counseling and career planning
Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance.
Work experience, transitional jobs, registered apprenticeships and internships.
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.
Post-employment follow-up services and support (Is not an individualized career service but listed here for completeness).

Roles and Responsibilities of Parties

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

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 part 99),
- ❖ 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 previously listed 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 Scope of Work 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.

Monitoring

In accordance with 20 CFR Part 683, monitoring must still be conducted by the federal grantee, the Virginia Employment Commission, to ensure the employment service program established by the Wagner-Peyser Act is compliant under federal law. The Virginia Employment Commission (VEC) retains this responsibility as the direct recipient of grant funds from the Department of Labor (DOL). The LWDB, as the sub-awardee, will be subject to all monitoring activities, findings, and determinations that the VEC considers necessary to maintain federal compliance, as well as to ensure effective and meaningful service to all participants. Additionally, the State will continue to monitor all policies and procedures to guarantee that universal access is being provided to participants as mandated by 20 CFR 652.207. All monitoring will be conducted in accordance with 20 CFR 683, subparts B (Administrative Rules, Costs, and Limitations) and D (Oversight and Resolution of Findings). In the instance that there is a finding surrounding the sub-awardee's delivery of the employment service program under the Wagner-Peyser Act, the LWDB will be given no more than 30 days to resolve the finding with the State. If the finding is not resolved in a timely or effective manner, the Virginia Employment Commission, reserves the right to terminate the provisions of this MOU, as well as future grant funds.

Data Sharing

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.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. 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:

- ❖ Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
- ❖ 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 VA Career Works system 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 one-stop center and 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 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.

Accessibility

Accessibility to the Wagner-Peyser services is essential to meeting the requirements and goals of the local service delivery system. 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.

Physical Accessibility

One-stop centers that have access to Wagner-Peyser services 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, taking into account 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

Wagner-Peyser services may be provided in a virtual manner but must be accessible to the general public in accordance with applicable regulations. This may include accessibility to virtual workshops, one-on-one online appointments with staff, virtual hiring events, and more. The Shenandoah Valley Workforce Development Board, Inc. will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

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 Parties 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 Parties agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of 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. Parties further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues.

All Parties will cooperate with compliance monitoring that is conducted at the local level to ensure that all Wagner-Peyser services 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 local service delivery system.

Non-Discrimination and Equal Opportunity

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.

Responsibilities of the Parties

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 Party 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 Virginia Employment Commission, Shenandoah Valley Workforce Development Board, Inc. and/or affiliates and specialty centers, 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 LWDB or the one-stop operator. Nothing herein will be construed as a waiver of the sovereign immunity of the Commonwealth of Virginia.

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 Workplace

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. Parties 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.

Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. 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, and 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 Commonwealth of Virginia. 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

1. *Notification of Parties*

When a Party wishes to modify the Wagner-Peyser services outlined in this MOU, the Party must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

2. *Discussion/Negotiation*

Upon notification, the LWDB Chair (or designee) must ensure that discussions and negotiations related to the proposed Wagner-Peyser service provision modification take place with partners in a timely manner and as appropriate.

Depending upon the type of Wagner-Peyser service provision modification, this can be accomplished through email communications of all the parties. If the proposed modification is extensive and is met with opposition, the LWDB 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 (for example contracting the Wagner-Peyser service provision to another LWDA) 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 LWDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the LWDB 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 MOU must follow the termination procedures.

3. *Signatures*

The LWDB 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 LWDB 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.

Effective Period

This MOU is entered into on January 1, 2021. This MOU will become effective as of the date of signing by the final signatory below and must terminate no later than March 31, 2021, unless any of the reasons in the Termination section apply.

Termination

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

- ❖ All Parties mutually agree to terminate this MOU prior to the end date.
- ❖ Either Party determines to terminate this MOU prior to the end date with a 30-day written notice to the other Party.

- ❖ 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 Virginia Employment Commission or the LWDB 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 MOU to discuss remaining costs and expenditure reimbursements.

All Parties agree that this MOU and Reimbursement Terms and Agreement shall be reviewed by February 15, 2021 to ensure appropriate funding and delivery of Wagner-Peyser services.

REIMBURSEMENT TERMS AND AGREEMENT

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the Wagner-Peyser service provision and associated costs for the Shenandoah Valley Workforce Development Board, Inc.. The Parties to this MOU agree that Wagner-Peyser funding is a necessary foundation for job service delivery system for both employers and employees. The goal of the Reimbursement Terms and Agreement is to develop the overarching parameters in establishing a funding mechanism that:

All expenses will be reimbursed by the Virginia Employment Commission for each center according to the allocation chart in Attachment A. The allocation methodology in Attachment A utilizes both a baseline strategic cost alignment and a Wagner-Peyser performance data extracted formula derived from the Virginia Workforce Connection (consistent with the Wagner-Peyser Service Provision MOU for the period of June 1, 2020 - December 31, 2020). The total value of the sub-award statewide is \$1,800,000. One-third of these funds were allocated equally across each LWDA on a monthly basis. This amount equals \$13,333.33 per center (\$200,000 divided by 15 LWDA's). Two thirds of these funds were based on staff provided Wagner-Peyser services logged into the VWC for the period of April 1, 2019 – March 31, 2020. The percentage of these service provisions were then calculated by percentage for each LWDA and the remaining monthly allotment of \$400,000 (two thirds) was allocated by proportionate percentages.

In order to receive reimbursement of expenditures, the Virginia Employment Commission requires either a monthly or quarterly expense reimbursement invoice and supporting documentation. The invoice and supporting documentation must be based on actual costs incurred for the delivery of Wagner-Peyser services in the LWDA. The Shenandoah Valley Workforce Development Board, Inc. is expected to be transparent and provide detailed reconciliation data to support the Wagner-Peyser expenditures. An example of adequate supporting documentation may be timecards for all staff providing Wagner-Peyser services containing a particular activity code that represents the provision of Wagner-Peyser services or a general ledger trail balance reflecting similar information. If there are indirect costs related to the Wagner-Peyser service provision, these

items must be substantiated as well. Please note that all expenditure reimbursements will be fully reviewed prior to submitting to the Division of Finance for payment. The Virginia Employment Commission will act in good faith and seek to establish reimbursements that are reasonable and fair, consistent with the Wagner-Peyser authorizing laws and regulations and the Uniform Guidance.

Please forward all request for expenditure reimbursements and invoices to the following email addresses: accounts.payable@vec.virginia.gov, pete.sacken@vec.virginia.gov, and terry.andrews@vec.virginia.gov.

Attachment A
Wagner-Peyser LWDA Allocation Methodology Chart
January 1, 2021 – March 31, 2021



Wagner-Peyser CAP
Budget Template Dr

Wagner-Peyser LWDA Allocation Methodology Chart - January 1, 2021 to March 31, 2021

LWDA Number	LWDA Description	Monthly baseline allotment (1)	Monthly Allocation (2)	Total Allocation (3)
Area 1	Southwest Virginia	\$ 13,333.33	\$ 12,431.61	\$ 77,294.82
Area 2	New River Mt. Rogers	\$ 13,333.33	\$ 70,483.15	\$ 251,449.45
Area 3	Virginia Career Works Blue Ridge	\$ 13,333.33	\$ 28,177.02	\$ 124,531.06
Area 4	Shenandoah Valley	\$ 13,333.33	\$ 27,438.47	\$ 122,315.41
Area 6	Piedmont Workforce Network	\$ 13,333.33	\$ 6,039.87	\$ 58,119.60
Area 7	Region 2000 Central Virginia	\$ 13,333.33	\$ 10,548.50	\$ 71,645.50
Area 8	South Central	\$ 13,333.33	\$ 6,484.54	\$ 59,453.63
Area 9	Capital Region Workforce Partnership	\$ 13,333.33	\$ 13,050.29	\$ 79,150.86
Area 11	Northern Virginia	\$ 13,333.33	\$ 5,807.86	\$ 57,423.58
Area 12	Alexandria Arlington	\$ 13,333.33	\$ 4,485.43	\$ 53,456.30
Area 13	Bay Consortium	\$ 13,333.33	\$ 28,258.22	\$ 124,774.67
Area 14	Greater Peninsula	\$ 13,333.33	\$ 31,448.29	\$ 134,344.88
Area 15	Crater Area	\$ 13,333.33	\$ 39,935.81	\$ 159,807.44
Area 16	Hampton Roads	\$ 13,333.33	\$ 56,369.51	\$ 209,108.52
Area 17	West Piedmont	\$ 13,333.33	\$ 59,041.43	\$ 217,124.30
	TOTAL:	\$ 200,000.00	\$ 400,000.00	\$ 1,800,000.00

- (1) Monthly baseline allotment allocates 1/3 of budget equally to each LWDA while 2/3 of the budget is based on previous WP MOU performance data from 4/1/2019-3/31/2020
- (2) Monthly allocation represents 2/3 of the budget based on June-December 2020 WP MOU performance data from 4/1/2019-3/31/2020.
- (3) The total maximum amount of the subaward that each Area will have the opportunity for expenditure reimbursement for the period of January 1, 2021 to March 31, 2021

NOTE: Consistent with the June-December 2020 WP MOU the total monthly allocation of Title III funds will not exceed \$600,000 per month.

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Sharon Johnson, certify that I have read the information contained in this Memorandum of Understanding between the Virginia Employment Commission and the Shenandoah Valley Workforce Development Board, Inc. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and in agreement with:

- ❖ This MOU and Reimbursement Terms and Agreement beginning January 1, 2021 through March 31, 2021.

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

- ❖ This MOU and Reimbursement Terms and Agreement beginning January 1, 2021 through March 31, 2021.

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

- March 31, 2021 or
- Upon modified termination, whichever occurs earlier.



Signature

12-8-2020

Date

Sharon Johnson, Ph. D., Chief Executive Officer

Print Name and Title

Shenandoah Valley Workforce Development Board, Inc.

Agency Name

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Ellen Marie Hess, certify that I have read the information contained in this Memorandum of Understanding between the Virginia Employment Commission and the Shenandoah Valley Workforce Development Board, Inc. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and in agreement with:

- ❖ This MOU and Reimbursement Terms and Agreement beginning January 1, 2021 through March 31, 2021.

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

- ❖ This MOU and Reimbursement Terms and Agreement beginning January 1, 2021 through March 31, 2021.

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

- c) March 31, 2021 or
- d) Upon modified termination, whichever occurs earlier.

Ellen Marie Hess
Signature

12/14/2020
Date

Ellen Marie Hess, Commissioner
Print Name and Title

Virginia Employment Commission
Agency Name