

## **NC Works Career Center Memorandum of Understanding**

The Eastern Carolina Workforce Development Board (ECWDB), with the agreement of the Chief Elected Official, Eastern Carolina Workforce Development Consortium, shall develop and enter into this Memorandum of Understanding (MOU) between the Eastern Carolina Workforce Development Board ECWDB and the One-Stop Partners in Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico, and Wayne Counties under the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128, concerning the operation of the One-Stop delivery system.

### **I. Required Partners WIOA 121 (b)(1)(B)**

1. Title I Adult, Dislocated Workers, Youth, Job Corps, YouthBuild, National Farmworkers Jobs Program (NFJP) and Native American Programs
2. Programs authorized under the Wagner-Peyser Act
3. Adult education and literacy activities authorized under title II
4. Programs authorized under title I of the Rehabilitation Act of 1973
5. Activities authorized under title V of the Older Americans Act of 1965
6. Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006
7. Activities authorized under chapter 2 of title II of the Trade Act of 1974
8. Activities authorized under chapter 41 of title 38, United States Code: Job Counseling, Training, and Placement Service for Veterans
9. Employment and training activities carried out under the Community Services Block Grant Act
10. Employment and training activities carried out by the Department of Housing and Urban Development
11. Programs authorized under state unemployment compensation laws
12. Programs authorized under section 212 of the Second Chance Act of 2007
13. Programs authorized under part A of title IV of the Social Security Act: Temporary Assistance for Needy Families

### **II. Roles and Responsibilities WIOA Section 121 (b)(1)(A)**

Each required partners of the One-Stop Delivery System shall:

- a.) Provide access through the one-stop delivery system, including making the career services (eligibility determination, outreach, initial assessment, labor exchange service, job search, recruitment, referrals, job listings, training provider information, local area performance, supportive service information, financial aid assistance, career planning, financial literacy, and more) that are applicable to the program or activities available at the one-stop centers.
- b.) Use a portion of the funds available for the program and activities to maintain the one-stop delivery system, including payment of the infrastructure costs of one-stop centers.
- c.) Enter a local MOU (shown by signature on this document) with the Eastern Carolina Workforce Development Board, relating to the operation of the one-stop system, with the agreement of the Chief Elected Official, Eastern Carolina Workforce Development Consortium.

- d.) Participate in the operation of the one-stop system consistent with the terms of this MOU, the requirements of this title, and the requirements of the federal laws authorizing the program or activities.
- e.) Use a common one-stop delivery system identifier (in North Carolina this is NCWorks).
- f.) Identify strategies to meet the needs of individuals with barriers to employment.
- g.) Adhere to the Integrated Service Delivery model of operation for each center as applicable to the purposes of this MOU and the unique services offered by the partner agency.

### III. Costs of Services (WIOA Regulations 678.700, USDOL December 27, 2016: Infrastructure Funding Guidance)

This section must contain effective time period, infrastructure and shared services budget, identify all one-stop partners/CLEOs/local Boards participating, and describe the periodic review and reconciliation process to ensure equitable benefit among partners. The infrastructure funding agreement (IFA) may have a different effective time period from the duration of the MOU. Also, the infrastructure funding agreement must include binding signatories if submitted as a separate document.

- a.) Identification of the infrastructure costs budget, which is a component of the overall one-stop operating budget is included as stated.
- b.) If different from Section I above, identify all one-stop partners, CLEOs, and the Local WDB participating in the IFA. N/A.
- c.) The review process to ensure equitable benefit among one-stop partners will be conducted annually by review and input from partners.
- d.) The local area follows the State Funding Mechanism process and is circulated to the partners by the ECWDB Executive Director for their input and concurrence.
- e.) If partners are not able to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached, partner contribution defaults to the State Funding Mechanism limits.

### IV. Funding definitions

#### a.) Cash and In-Kind for Ongoing One-Stop Delivery System Operators

Non-cash contributions must be valued consistent with 2 CFR 200.306 and reconciled regularly (i.e., monthly or quarterly). Third-party in-kind contributions are contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations. The value of third-party in-kind contributions must also be consistent with the Uniform Guidance at 2 CFR 200.306 and reconciled on a regular basis (e.g., monthly or quarterly) to ensure they are fairly evaluated and meet the partners' proportionate share.

#### b.) Infrastructure Costs One-Stop Centers

Non-personnel costs necessary for the general operation of the one-stop center. The funds provided under this paragraph by each one-stop partner shall be provided only from funds available for the costs of administration under the program administered by such partner and shall be subject to the program's limitations with respect to the portion of funds under such program that may be used for administration (WIOA Regulations 678.720).

- c.) Non-personnel costs include: Rental of the facilities; 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.

NOTE: The IFA is a required component of the MOU and not a separate document. The reasonable cost allocation methodology should be provided and consistent with Federal Cost Principles in the Uniform Guidance 2 CFR Part 200.94.

#### V. Methods of Referrals

Methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system. Individuals seeking services may be referred to the County NCWorks Career Center rather than the partner's site. If an individual seeks services at the County NCWorks Career Center, rather than the partner's site, services should be made available to him/her without referral to another location (based on staffing availability and the availability of services). A partner is not required to route all its participants through the County NCWorks Career Center. All individuals seeking services at the Center should be served timely and in the most expedient manner possible; without imposing additional barriers to services.

Partners will utilize methods of referrals of individuals between one-stop operators and one-stop partners for appropriate services and activities.

#### VI. Certification and Continuous Improvement

The parties herein shall comply with established Certification and Continuous Improvement Criteria established by the state board (NCWorks Commission), in consultation with the chief elected official of the Eastern Carolina Workforce Development Consortium and the Eastern Carolina Workforce Development Board. The objective criteria and procedures for use by local boards in assessing at least once every 3 years the effectiveness, physical and programmatic accessibility are in accordance with section 188, if applicable, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and continuous improvement of one-stop centers and the one-stop delivery system.

#### VII. Performance and Accountability

Each partner is responsible for ensuring that its legislated programs, services, and activities are provided in the One-Stop Center in accordance with the goals, objectives and performance measures of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128 and regulations. Each partner agrees to work to support the achievement of WIOA and One-Stop performance measures as determined by the USDOL through the North Carolina Division of Workforce Solutions. The designated depository of said performance information is hereby agreed upon as the NCWorks Online system.

#### VIII. Confidentiality of Information

Exchange of information among partners is encouraged and expected. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information. Each partner agrees to collect and share information necessary to track the performance of the One-Stop Center in accordance with provisions of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128 and accompanying regulations.

#### IX. Monitoring and Oversight

The Chief Elected Official, the Workforce Development Board, the Division of Workforce Solutions, United States Department of Labor, and local area administrative entity have the right to monitor activities under this MOU to ensure performance goals are being maintained and that the MOU terms and conditions are being fulfilled. The partners shall permit on-site visits and reviews by the above-mentioned agencies or their designee.

#### X. Disputes

The parties shall first attempt to resolve any disputes informally. Any party shall call a meeting of the partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the local WDB who shall place the dispute upon the agenda of a regular or special meeting of the Board's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Finally, if the Executive Committee's resolution efforts fail, any party may file a grievance in accordance with agreed upon WIOA grievance procedures.

#### XI. Duration

This MOU shall remain in effect until terminated by the repeal of the WIOA P.L. 113-128, or otherwise by action of law.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 60-calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addresses shown within this MOU, and to the contact persons so listed, considering any information updates received by the parties.

Should any one-stop partner withdraw, this MOU shall remain in effect with respect to the remaining Partners until a new MOU is executed or the end of the current federal program year (July through June).

The ECWDB reserves the right to terminate the participation of any partner upon 60-day notice if the partner's actions are inconsistent with the terms and conditions of this MOU.

This memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services. [WIOA 121].

#### XII. Modification and Assignment

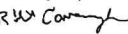
This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties. Any assignee shall also commit in writing to the terms of this MOU.

Such other provisions, consistent with the requirements of this title, as the parties to the agreement determine to be appropriate.

## XIII. Signatures

By signatures hereto, the partner(s) attest to participation in the development of this MOU and will support and implement the provisions contained herein. I certify that I have read and understand the above information and agree to the terms outlined herein. By signing this document, I also certify that I have the legal authority to bind my agency to the terms of this Memorandum of Understanding.

North Carolina State and Regional Partners Signatures

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10/11/2023

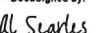
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 Bob Cavanaugh

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 Date

Chief Elected Official, Eastern Carolina Workforce Development Consortium  
 1341 South Glenburnie Road  
 New Bern, NC 28562

DocuSigned by:  
  
 2509DC3294C4CF

9/28/2023

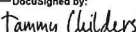
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 Al Searles

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 Date

Chair, Eastern Carolina Workforce Development  
 1341 South Glenburnie Road  
 New Bern, NC 28562

DocuSigned by:  
  
 931798BF0058402

9/28/2023

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 Tammy Childers

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 Date

Executive Director, Eastern Carolina Workforce Development Board  
 1341 South Glenburnie Road  
 New Bern, NC 28562  
 Title I Adults, Dislocated Workers, Youth

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 Jordan Whichard

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 Date

Chief Deputy Secretary, North Carolina Department of Commerce  
 PO Box 25903  
 Raleigh, NC 27611-5903  
 WIOA Title III: Wagner-Peyser Act Employment Service Program  
 Trade Adjustment Assistance (TAA) activities  
 Jobs for Veterans State Grant (JVSJ) programs  
 State Unemployment Compensation laws

N/A

Title I Job Corps

N/A

Title I Youth Build

Date

Susan Oney

Vice President of Workforce and Career Services, Telamon

5560 Munford Road

Raleigh, NC 27612

Title I National Farmworkers Jobs Program (NFJP)

Date

DocuSigned by:

*Kevin Madden*

18ACC8B8606D49E...

9/28/2023

Kevin Madden

Senior Vice President and Chief Financial Officer, National Council on Aging

251 18<sup>th</sup> Street South, Suite 500

Arlington, VA 22202

Senior Community Service Employment Program (SCSEP)

Date

DocuSigned by:

*Jordan Thomas*

78FFD8BF07A945A...

9/29/2023

Jordan Thomas

Regional Director, Vocational Rehabilitation, Rehabilitation Services Manager Area IV, Services for the Blind, Programs authorized under Title I of the Rehabilitation Act of 1973

404 St. Andrews Drive

Greenville, NC 27834

Services for the Blind, Greenville and Wilmington District Offices, NC DHHS

Date

DocuSigned by:

*Catissa Head*

A04FA9EE18424EC...

10/5/2023

Catissa Head

Executive Director, Coastal Community Action, Inc.

303 McQueen Avenue

Newport, NC 28570

Employment and training activities carried out under the Community Services Block Grant Act

Date

N/A

Name

Date

Employment and training activities carried out by the Department of Housing and Urban Development

DocuSigned by:

*Robert J. Witchger*

080EAT1AEC334C0

10/9/2023

Robert J. Witchger

Date

Director, Career and Technical Education

North Carolina Community College System

200 West Jones Street

Raleigh, NC 27601

Carl D. Perkins Career and Technical Education Programs



N/A

Name

Date

Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532 and WIOA sec 169)

DocuSigned by:  
*Cindy Harrell*  
551E72A6D0204F8...

9/29/2023

Cindy Harrell

Date

Executive Director, Diversified Opportunities, Inc.  
1010 Herring Avenue  
East Wilson, NC 27893  
Serving individuals with disabilities

DocuSigned by:  
*Jessica Adams*  
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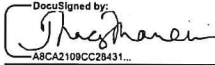
9/29/2023

Jessica Adams

Date

Department of Social Services – Carteret County  
302 Courthouse Square  
Beaufort, NC 28516  
Temporary Assistance for Needy Families (TANF) program

**Carteret County NCWorks Career Center Partners**

DocuSigned by:  
  
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10/5/2023

Date

Dr. Tracy Mancini  
President, Carteret Community College  
3505 Arendell Street  
Morehead City, NC 28557  
Adult Education and Family Literacy Act (AEFLA) program  
Career and Technical Education programs

**Craven County NCWorks Career Center Partners**

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9/29/2023

Date

Dr. Ray Staats  
President, Craven Community College  
800 College Court  
New Bern, NC 28562  
Adult Education and Family Literacy Act (AEFLA) program  
Career and Technical Education programs

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10/4/2023

Date

Geoffrey C. Marett  
Director, Craven County Social Services  
2818 Neuse Boulevard  
New Bern, NC 28562  
Temporary Assistance for Needy Families (TANF) program

DocuSigned by:  
  
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9/28/2023

Date

Kimberly Riggs  
Unit Manager, Vocational Rehabilitation  
2832 Neuse Boulevard  
New Bern, NC 28562  
Programs authorized under Title I of the Rehabilitation Act of 1973

**Duplin County NCWorks Career Center Partners**

DocuSigned by:  
*Dr. Jay Carraway*  
88DCE0638ADD484...

10/11/2023

Dr. Jay Carraway  
President, James Sprunt Community College  
133 James Sprunt Drive  
Kenansville, NC 28949  
Adult Education and Family Literacy Act (AEFLA) programs  
Career and Technical Education programs

Date

DocuSigned by:  
*Annie Murrell*  
6EB84377C3094F8...

10/9/2023

Annie Murrell  
Director, Social Services Duplin County  
423 North Main Street  
Kenansville, NC 28349  
Temporary Assistance for Needy Families (TANF) program

Date

DocuSigned by:  
*C.W. "Bill" Sharek, Jr.*  
6208EFFB2DE74E2...

10/4/2023

C.W. "Bill" Sharek, Jr.  
President, Johnston County Industries, Inc.  
1100 East Preston Street  
Selma, NC 27576  
Vocational training, employment programs, and manufacturing solutions

Date

**Lenoir County NCWorks Career Center Partners**

DocuSigned by:  
*Dr. Rusty Hunt*  
51ED683B458343C...

9/29/2023

Dr. Rusty Hunt  
President, Lenoir Community College  
231 North Carolina Highway 58 South  
Kinston, NC 28504  
Adult Education and Family Literacy Act (AEFLA) program  
Career and Technical Education programs

Date

DocuSigned by:  
*Jeff Harrison*  
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9/28/2023

Jeff Harrison  
Director, Social Services Lenoir County  
130 West King Street  
Kinston, NC 28504  
Temporary Assistance for Needy Families (TANF) program

Date

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*Angela Bates*  
163CB20524624C2...

9/28/2023

Angela Bates  
Executive Director, Greene Lamp Inc.  
309 Summit Avenue  
Kinston, NC 28501  
Community Services Block Grant (CSBG) program

Date

**Onslow County NCWorks Career Center Partners**

Mr. David Heatherly  
President, Coastal Carolina Community College  
444 Western Boulevard  
Jacksonville, NC 28546  
Adult Education and Family Literacy (AEFL) program  
Career and Technical Education programs

Date

Susan Thigpen  
Director, Social Services Onslow County  
612 College Street  
Jacksonville, NC 28540  
Temporary Assistance for Needy Families (TANF)

Date

NCWorks MOU: Eastern Carolina Workforce Development Board

DocuSigned by:  
*Steve Moore*  
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Steve Moore  
Director, United Way of Cape Fear  
5919 Oleander Drive, Suite 115  
Wilmington, NC 28403  
Senior Community Service Employment (SCSE) program

10/9/2023

Date

**Wayne County NCWorks Career Center Partners**

DocuSigned by:  
*Dr. Patty Pfeiffer*  
6FEB32F14792429...

10/2/2023

Dr. Patty Pfeiffer  
President, Wayne Community College  
3000 Wayne Memorial Drive  
Goldsboro, NC 27534  
Adult Education and Family Literacy Act (AEFLA) program  
Career and Technical Education programs

Date

DocuSigned by:  
*Kimberly McGuire*  
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9/29/2023

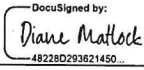
Kimberly McGuire  
Director, Social Services Wayne County  
301 North Herman Street  
Goldsboro, NC 27530  
Temporary Assistance for Needy Families (TANF)

Date


Patricia Beier  
Chief Executive Officer, Wayne Action Group for Economic Solvency, Inc.  
601 Royall Avenue  
Goldsboro, NC 27534  
Community Services Block Grant (CSBG) programs


Date

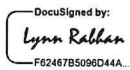
**Directors of WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs**

Diane Matlock		Carteret Community College	10/5/2023
<b>Printed Name</b>	<b>Signature</b>	<b>Title</b>	<b>Date</b>
Representing: WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs			

Russell Gardner		Coastal Carolina Community College	
<b>Printed Name</b>	<b>Signature</b>	<b>Title</b>	<b>Date</b>
Representing: WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs			

Sandy Bayliss-Carr		Craven Community College	9/28/2023
<b>Printed Name</b>	<b>Signature</b>	<b>Title</b>	<b>Date</b>
Representing: WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs			

Karen Hill		Lenior Community College	9/29/2023
<b>Printed Name</b>	<b>Signature</b>	<b>Title</b>	<b>Date</b>
Representing: WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs			

Lynn Rabhan		Wayne Community College	10/5/2023
<b>Printed Name</b>	<b>Signature</b>	<b>Title</b>	<b>Date</b>
Representing: WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs			

DocuSigned by:  
*April King*  
EF048A4113B8494...

10/2/2023

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April King  
Executive Director, Craven County Literacy Council  
2507-A Neuse Boulevard  
New Bern, NC 28562  
Adult Education and Family Literacy Act (AEFLA) program

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Date