

SUMMARY OF COMMENTS

Draft Directive *WIOA Memorandums of Understanding (WSDD-197)*

There were six comments to the draft version of this Directive:

Comment #1 – Why were the submission dates chosen for this Directive?

Resolution – The *Workforce Innovation and Opportunity Act (WIOA)* Section 121(c)(2)(A)(v) requires the Memorandums of Understanding (MOU) to include both the duration of the MOU and an assurance of a review at least every three years. The state first released guidance (Phase I) on January 20, 2016 with instructions for the first MOUs to go into effect on July 1, 2016. The state then released subsequent guidance (Phase II) relating to the Infrastructure Funding Agreements (IFA) and Other System Costs budget components of the MOUs. The annual IFA and Other System Costs budgets did not change the original effective dates of the MOUs, meaning they are all set to expire on June 30, 2019. These dates were established in order to be in compliance with WIOA. The next set of MOUs effective dates will be July 1, 2019 through June 30, 2022 with annual IFA and other System Cost Budget submissions by June 30, as outlined throughout the Directive and highlighted in the “Timeline” section on page 19.

Comment #2 – Why is the state requiring Local Workforce Development Boards (Local Board) to enter into a new, consolidated MOU when Phase II – Comprehensive AJCCS and Phase II – Affiliate and Specialized AJCCS are still active?

Resolution – The Phase II MOUs, both comprehensive and the affiliate/specialized America’s Job Center of CaliforniaSM (AJCC) were components of the MOU that was created during Phase I. All current MOUs should have effective dates of July 1, 2016 – June 30, 2019. The financial agreements (the IFA and the Other Systems Costs budget) are annual components of the MOU and along with Phase I completed the initial process. The Phase II process did not reset the effective dates of any of the MOUs for comprehensive AJCCs, affiliate AJCCs, specialized AJCCs, or any networked version of the MOUs and should not have had an effective date through October 2020.

Comment #3 – What is the difference between updating the MOUs/IFA/Other System Costs and amending them? When is it appropriate to update versus amend?

Resolution – A new section has been added to the Directive on page 19 to clarify an update versus an amendment to the MOU. The update is the statutory requirement put in place by WIOA and must occur at a minimum every three years. This is an entire renegotiation of the MOU, including all shared services, customers, and costs and has new effective dates of three years (for example, July 1, 2019 – June 30, 2022). An amendment is when a change occurs that affects any portion of the MOU, while the MOU is still in effect. For example, the addition of

the IFAs and Other System Costs budgets in the initial negotiation process was an amendment to the MOU, not an update that changed the effective dates. An amendment may not prompt all partner's signatures, for example if the IFA is being amended only the colocated partners it affects would need to participate in discussions and approve the amendment.

Comment #4 – Can language be included to mention the importance of collaboration and co-enrollment that leads to innovation and system change in order to prevent shared costs from discouraging partnerships with the local adult education/community college system?

Resolution – The consolidated MOU Directive should not discourage any partnerships between WIOA mandated partners and any local partners, including community colleges. If any adult education partners are receiving WIOA Title II funding, they are required to participate in the MOU, even if they are a non-colocated partner. If the local partners are not receiving WIOA funding, then they are not required to participate in any part of the MOU. If the local partners are not required to participate, the Local Board should encourage their participation with mutually beneficial discussions around leveraging resources. If they are not required partners, they could also participate in sharing services and customers and not be required to share costs unless the Local Board and partners choose to include them in their negotiations. The intent of the MOU is to identify partnerships and to help facilitate discussions on how they can be strengthened through shared costs and leveraging resources. No changes were made to this Directive.

Comment #5 – Is the Sample MOU Template identical to the template for the MOU Phase I? Why does the Template in the Draft Directive not include any language regarding cost sharing and infrastructure costs?

Resolution – There are two separate sample templates attached to the MOU Directive. The Attachment 4 – Sample MOU Template is very similar to the one included in the inactive WIOA MOU Phase I Directive and addressed the shared customers and services information. The Attachment 5 – Sample IFA and Other System Costs Template is very similar to the template included in previously issued WIOA MOU Phase II Directives and addressed the IFA and other system costs budget(s). Together, both attachments create a complete sample MOU. It is specified on page 3 of Attachment 4 to include Attachment 5 to the MOU.

Comment #6 – Can a process for requesting an extension or exemption from the deadlines set forth in the Directive be included?

Resolution – The state is prepared to offer extensive technical assistance to each Local Board and their partners to ensure both WIOA and state requirements are met by the deadlines. No Local Board or required WIOA partner can be exempted from having an effective MOU. For specific assistance, please reach out to the [Regional Advisor](#). No changes were made to the Directive.