



Maryland

GOVERNOR'S WORKFORCE
DEVELOPMENT BOARD



Maryland Memorandum of Understanding and Resource Sharing Agreements Policy

Governor's Workforce Development Board
Policy Issuance 2025-03
December 2025

Policy Issuance 2025-03

TO: Local Workforce Development Boards
Maryland Department of Labor

FROM: Governor's Workforce Development Board

DATE: December 10, 2025

SUBJECT: Maryland Memorandum of Understanding and Resource Sharing Agreements Policy

PURPOSE: This policy sets standards for developing and maintaining Memoranda of Understanding (MOUs) and Resource Sharing Agreements (RSAs) for one-stop infrastructure in Maryland under the Workforce Innovation and Opportunity Act (WIOA). These agreements ensure American Job Centers (AJCs) operate as accessible, coordinated entry points for job seekers and employers.

Rescinds and replaces policy issuance PI 2021-04, WIOA Memoranda of Understanding & Resource Sharing Agreements (April 26, 2021)

ACTION: Applicable staff at the Governor's Workforce Development Board (GWDB), Local Workforce Development Boards (LWDBs), Chief Local Elected Officials (CLEOs), and one-stop partners will ensure awareness of this policy among appropriate staff and take necessary actions to negotiate, maintain, and review Memoranda of Understanding (MOUs) and Resource Sharing Agreements (RSAs) in compliance with WIOA, with GWDB providing guidance, technical assistance and dispute resolution as needed.

EFFECTIVE: December 10, 2025

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Executive Summary

MARYLAND MEMORANDUM OF UNDERSTANDING & RESOURCE SHARING AGREEMENTS POLICY

Overview

The Governor's Workforce Development Board (GWDB) is updating the policy that governs how Maryland's workforce partners collaborate and fund the American Job Center (AJC) system. This policy establishes the standards for negotiating Memoranda of Understanding (MOUs) and Resource Sharing Agreements (RSAs) ensuring that the "one-stop" system is financially sustainable and compliant with the Workforce Innovation and Opportunity Act (WIOA).

This policy rescinds and replaces Policy Issuance 2021-04 (April 2021).

Policy Purpose

The MOU/RSA sets the rules for how all required workforce partners work together to operate Maryland's American Job Centers including how services are delivered, how responsibilities are divided, and how each partner pays its fair share of AJC costs:

1. Costs are shared equitably based on benefit and use.
2. Duplication is reduced through shared services and technology.
3. Access is guaranteed for job seekers and employers at comprehensive centers.

Core Components

1. The Memorandum of Understanding (MOU)

The MOU is the overarching "constitution" for the local partnership. It defines:

- Roles & Responsibilities: Who does what within the AJC.
- Services: How partners will provide access to their programs (physically or technologically).
- Review Cycle: MOUs must be reviewed at least once every two years.

2. The Resource Sharing Agreement (RSA)

The RSA is the fiscal attachment to the MOU. It details *how* the partnership is funded.

- Infrastructure Costs: Non-personnel costs like rent, utilities, and common equipment.
- Shared Services: Costs for cross-program functions (e.g., a central welcome desk, initial intake).
- Infrastructure Funding Agreement (IFA): A mandatory budget component outlining specific partner contributions.

Financial Framework

Cost Allocation Principles

- Proportionate Use & Relative Benefit: Partners cannot be billed arbitrarily. Contributions must be based on data, such as square footage occupied, staff time dedicated, or transaction volume.
- Reconciliation: Partners must reconcile budgeted costs against actual expenditures on a quarterly basis to ensure fairness.

Funding Mechanisms

- Local Mechanism: The preferred method where partners negotiate and agree on contributions locally.
- State Mechanism: A "safety valve" triggered if local partners fail to agree.
- Funding Types: Cash contributions are preferred, but non-cash (in-kind) contributions (e.g., donating equipment or staff time) are allowable if documented and compliant with federal cost principles.

Dispute Resolution & Impasse

The policy establishes a strict timeline to prevent gridlock:

1. Local Resolution: Partners must first attempt to resolve disagreements via facilitation or mediation.
2. Escalation: If an agreement cannot be reached, the Local Board must notify the GWDB within 15 days.
3. State Intervention: If an impasse is declared regarding infrastructure funding, the State Funding Mechanism is triggered, binding partners to the State's determination for the program year.

Strategic Impact

Approval of this policy provides Local Workforce Development Boards with clear authority and updated tools (including a standardized MOU template and Dispute Resolution Form) to manage complex partner negotiations. It safeguards the financial stability of the AJCs by enforcing strict adherence to federal cost principles.

Policy on Establishing Memoranda of Understanding (MOUs) and Resource Sharing Agreements (RSAs) for Funding One-Stop Infrastructure under WIOA

STRENGTHENING PARTNERSHIPS, SHARING RESOURCES, and BUILDING WORKFORCE ACCESS

This policy issuance provides guidance to Maryland's Local Workforce Development Boards (LWDB) and one-stop partners on establishing Memoranda of Understanding (MOUs) and Resource Sharing Agreements (RSAs) for funding one-stop infrastructure, as required under the Workforce Innovation and Opportunity Act (WIOA). It clarifies the role of American Job Centers (AJCs)—Maryland's one-stop centers—as the primary access point where job seekers and employers connect with the full range of workforce, education, and supportive services.

AJCs bring together required partner programs and services into a unified system designed to provide job seekers and employers with access to a full range of employment, training, education, and supportive services. Each local workforce development area must maintain at least one comprehensive AJC where all required partners provide access to their programs and activities, whether in person, by electronic connection, or through referral.

This policy includes detailed guidance and tools in the appendices, which provide step-by-step processes, checklists, and templates to ensure consistency, compliance, and efficiency across all local areas. The core policy outlines the statewide requirements, while the appendices serve as a practical reference throughout the negotiation, execution, and modification of MOUs and RSAs.

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014, and went into effect on July 1, 2015. WIOA supersedes the Workforce Investment Act of 1998 (WIA) and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

Under WIOA, Local Workforce Development Boards (LWDBs), Chief Local Elected Officials, and one-stop partners are required to develop a Memorandum of Understanding (MOU) that defines roles and responsibilities for operating the American Job Center (AJC) system. A

Resource Sharing Agreement (RSA), attached to the MOU, outlines the terms and conditions for funding shared costs—such as infrastructure, operations, shared services, and in-kind contributions.

The purpose of partner programs sharing the costs of one-stop infrastructure is to:

1. Maintain the one-stop delivery system to meet the needs of local areas;
2. Reduce duplication by improving program effectiveness through the sharing of services, resources and technologies among program partners;
3. Reduce overhead by streamlining and sharing financial, procurement, and facilities costs;
4. Encourage efficient use of information technology;
5. Ensure that costs are appropriately shared by one-stop partners by basing contributions on proportionate share of use; and
6. Ensure that services provided by the one-stop partners to reduce duplication or to increase financial efficiency at the one-stop centers are allowable under the partner's program.

MOU/RSA Requirements

I. ONE-STOP CENTER COST SHARING POLICY

The Maryland Governor's Workforce Development Board (GWDB) promotes the appropriate sharing of costs of the one-stop career center system through the one-stop infrastructure mechanism outlined in WIOA Sec. 121 (h), consistent with Uniform Guidance and Federal Cost Principles. One-stop infrastructure includes the non-personnel costs of operating the one-stop delivery system, including, but not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment (including assessment-related products and assistive technology for individuals with disabilities);
- Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.

Local Boards may consider common identifier costs as costs of one-stop infrastructure.

In contrast to non-personnel costs for the one-stop system, personnel costs include salaries, wages, and fringe benefits of the employees of partner programs or their subrecipients. For example, allocable salary and fringe benefit costs of partner program staff who work on information technology systems (i.e., common performance and reporting outcomes) for use by a one-stop center as a whole are personnel costs and would be identified as additional costs, not infrastructure costs. The cost of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center is a personnel expense. These costs, therefore, are not included in infrastructure costs but are included as "additional costs" in the one-stop operating budget.

WIOA outlines two mechanisms for reaching an agreement on the shared costs of infrastructure. The first is the "local mechanism." The local mechanism includes agreement among the one-stop partner programs in a local workforce development area, and the agreement is reflected in the local Memorandum of Understanding (MOU). The second is the "state mechanism." The state mechanism occurs through action by the Governor to take portions from the one-stop partner program at the state level and pool funds for allocation to local workforce development areas that do not trigger the local mechanism for funding one-stop infrastructure costs.

The Maryland Governor's Workforce Development Board (GWDB) oversees the processes for funding one-stop infrastructure, including ensuring consistency in how local negotiations for sharing the costs of infrastructure occur. Each LWDB in the State of Maryland, in conjunction with chief local elected officials, has the opportunity to fund the costs of one-stop infrastructure locally through the MOU negotiation process. Each local MOU must contain an Infrastructure Funding Agreement (IFA), which outlines the budget and partner shares for funding the one-stop infrastructure in a local workforce development area.

All shared costs for one-stop infrastructure shall meet requirements under each program partner's authorizing statutes and regulations, as well as federal cost principles. Likewise, the amounts contributed by each program partner shall not exceed the legal caps placed through the WIOA statute and regulations or additional requirements in Maryland state law. When the state mechanism is triggered, the allocation of funds will be based on federal guidance and required partner programs' proportional use and relative benefit of comprehensive and affiliate one-stop career centers in the local workforce development area.

II. ONE-STOP CENTER COST ALLOCATION

All one-stop partner programs must contribute to the infrastructure costs and certain additional costs of the one-stop delivery system based on their proportionate use and relative benefit received, as outlined in 20 CFR 678.700 and 678.760, 34 CFR 361.700 and 361.760, and 34 CFR 463.700 and 463.760.

Proportionate use refers to a partner program contributing its fair share of the costs proportionate to:

1. The use of a one-stop center by customers that may include reportable individuals and participants in its program at that one-stop center;
2. The amount of square footage occupied by the partner program in the one-stop center; or
3. Another allocation base is consistent with the Uniform Guidance.

In determining the proportionate share, the "relative benefit" received from participating in the one-stop delivery system is another step in the cost allocation process. Relative benefit means the extent to which a partner's resources are used within the one-stop system, measured by agreed-upon factors such as square footage, staff time, or usage volume. Partners shall review and reconcile allocations quarterly. Determining relative benefit does not require partners to conduct an exact or absolute measurement of benefit, but instead to measure a partner's benefit using reasonable methods.

The possible methodologies used to allocate costs among the one-stop partners include:

1. Staff time allocated based on time sheets and time distribution records;
2. Facilities allocated based on square footage;
3. Accounting services allocated based on transactions; and
4. Equipment or supplies are allocated based on usage.

LWDBs shall use, as an allocation basis, either direct-staff salaries or square footage. LWDBs and partners may use any reasonable allocation methodology that is fully supported by written documentation demonstrating proportionate use and relative benefit consistent with 20 CFR 200.405 and 20 CFR 678.700–.760.

While not part of infrastructure costs, one-stop partners should also negotiate the sharing of additional costs, including personnel costs for various program and support activities, operating costs, and services that are necessary for the general operation of a one-stop

center. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and business services.

Infrastructure funding may be from funds classified as administrative, program, or both, depending on the partner program's requirements. Funding for infrastructure costs and additional costs, such as shared costs and shared services, may be in the form of:

- **Cash contributions**: Cash contributions are funds provided by a partner program to support its share of infrastructure costs, consistent with the requirements governing that program's authorizing statute and regulations. Partners must ensure that cash contributions meet the definition and conditions outlined in TEGL 17-16 (pp. 15–17), including allowability, allocability, and proportionality to use and relative benefit.
- **Non-cash or third-party in-kind contributions**: Cash contributions are preferred; however, in-kind and third-party contributions remain allowable when compliant with 2 CFR 200.306 and adequately documented. Contributions must be:
 - Verifiable from the entity's records;
 - Not included as contributions for any other Federal award;
 - Necessary and reasonable for accomplishment of project or program objectives;
 - Allowable under 2 CFR 200 Subpart E;
 - Not paid by the Federal government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost-sharing requirements of other federal programs;
 - Provided for in the approved budget when required by the Federal awarding agency; and
 - Conform to other provisions of 2 CFR Part 200.
- **Philanthropic organizations' or other private entities' funding**; or
- Other **alternative financing options** as described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Local and State Funding Mechanisms - Types and Sources

- WIOA Title I programs, including the Adult, Dislocated Worker, and Youth programs; Native American programs, YouthBuild, Job Corps programs, and Migrant and Seasonal Farm Workers (MSFW) programs – Program funds, administrative funds, or both may be used.
- Senior Community Service Employment Program (SCSEP), Trade Adjustment Assistance (TAA) programs, Reentry Employment Opportunities (REO) programs – Program funds, administrative funds, or both may be used.
- Wagner-Peyser Act ES, Jobs for Veterans State Grants (JVSG), and Unemployment Compensation programs – These programs do not distinguish between program and administrative funds. Therefore, any of the funds allotted for these programs may be used to pay for infrastructure costs.
- Adult Education and Family Literacy Act (AEFLA) – Infrastructure costs are to be paid from Federal funds made available for local administration (WIOA sec. 233(a)(2) and 34

CFR 463.25 and 463.26(e)). Non-Federal resources that are cash, non-cash, or third-party in-kind contributions may also be used. The federal funds available for activities other than local administration may not be used for such costs.

- Vocational Rehabilitation (VR) – This program does not distinguish between program and administrative funds. Non-federal resources that are cash, non-cash, or third-party in-kind contributions may also be used. The regulations in 34 CFR (A) 361.3 clarify that one-stop system infrastructure costs are allowable administrative costs under the VR program. Therefore, although the VR program imposes no limits on the amount of funds that may be spent on administrative costs, VR agencies must report funds spent for infrastructure costs as administrative costs. Furthermore, VR agencies may not count third-party in-kind contributions toward meeting their match requirement under the VR program when such contributions are used for one-stop operating costs.
- Perkins V – Federal funds made available for local administration may be used to pay infrastructure costs. Non-Federal resources that are cash, non-cash, or third-party in-kind contributions, and other funds made available by the State may also be used to pay infrastructure costs.
- Other required partners include Housing and Urban Development (HUD) employment and training programs, Community Services Block Grant (CSBG) programs, and Temporary Assistance for Needy Families (TANF) programs – These partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements of WIOA and with the relevant partner's authorizing statutes and regulations, including, prohibitions against supplanting non-federal resources, statutory limitations on administrative costs, and all other applicable legal requirements.
- Additional Partners – These partners must consult their program's requirements and/or statute or authorizing documents/regulations to determine the type and source of funds that may be used.

Some partner programs may have statutory or regulatory prohibitions against using certain types of these contributions or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements.

Consistent with federal guidance, if officials from at least one required program partner in a local workforce development area cannot reach an agreement on funding the shared costs of one-stop infrastructure and are not willing to enter the MOU, the Maryland Governor's Workforce Development Board must be notified within 15 days that an impasse has occurred. This state-established timeline supports Maryland's need for timely escalation so that negotiations can be supported, resolved, or elevated before triggering the state funding mechanism under WIOA §121(h). The Dispute Resolution & Impasse Process Details in Appendix C shall be followed. Notifications should be sent via email to the Board Chair and Executive Director, with a copy to gwdb.maryland@maryland.gov, with "RSA Dispute Resolution Request" included in the subject line.

Attachment A | GWDB Memorandum of Understanding (MOU) & Resource Sharing Agreement (RSA) General Information & Template

This high-level template provides guidance for Local Workforce Development Boards (LWDBs) and their American Job Center (AJC) partners in Maryland for negotiating and executing Memoranda of Understanding (MOUs) and Resource Sharing Agreements (RSAs), consistent with the Workforce Innovation and Opportunity Act (WIOA), 20 CFR 678.700–755, and related U.S. Department of Labor Employment and Training Administration Training and Employment Guidance Letters (TEGLs).

Under WIOA, American Job Centers (also referred to as one-stop centers) are the cornerstone of the public workforce system. AJCs bring together required partner programs and services into a unified system designed to provide job seekers and employers with access to a full range of employment, training, education, and supportive services. Each local workforce development area must maintain at least one comprehensive AJC where all required partners provide access to their programs and activities, whether in person, by electronic connection, or through referral. In addition, local areas may establish affiliate or specialized AJCs to expand access to services across communities.

The MOU and RSA serve as the formal framework for defining partner roles, responsibilities, funding commitments, and service coordination within the AJC network in each local workforce development area.

Memorandum of Understanding (MOU) & Resource Sharing Agreement (RSA) Template

Memorandum of Understanding [identify the Parties in the header]

20__ - 20__

I. Parties to the Agreement

This Memorandum of Understanding (MOU) is executed between the **[Local Workforce Development Board (Local Board)]**, the **American Job Center System Partners**, and the undersigned **Chief Local Elected Official(s)** of the **[Local Workforce Development Area (Local Area)]**. They are collectively referred to as the “Parties.”

This MOU memorializes the understanding of the Parties regarding the operation and management of the American Job Centers in _____ (the “Local Area”). The _____ (the “Local Board”) provides local oversight of workforce programming for the Local Area.

In accordance with Section 121(b) of WIOA, the following programs in the Local Area are overseen by the undersigned entities:

- The Maryland Department of Labor (WIOA Title I Adult, Dislocated Worker and Youth; WIOA Title II Adult Education and Family Literacy Act Program; WIOA Title III Wagner-Peyser; Trade Adjustment Assistance Act, Jobs for Veterans State Grant; and Unemployment Insurance);
- The Maryland State Department of Education’s Division of Rehabilitation Services (WIOA Title IV; Title I of the Rehabilitation Act of 1973);
- The Maryland Department of Human Services (DHS) and the local departments of social services overseen by DHS (Temporary Assistance for Needy Families (TANF) (42 USC 601, et seq.));
- [Insert additional partners as required, including local CSBG recipients on behalf of DHCD].

These entities are collectively referred to as the **American Job Center System Partners**.

II. Duration of MOU

This MOU shall take effect **July 1, 20__** and will terminate no later than **June 30, 20__**, unless terminated earlier by any of the Parties to this MOU in accordance with Section XII. The Parties shall review this MOU at least once every two (2) years to ensure proper delivery of

services and funding, pursuant to WIOA Section 121(c)(2)(A). The contact information of the Partners is attached and incorporated hereto as Exhibit 1.

III. Convening of Parties

The Local Board Chair will take the lead role (or designate _____) as Convener of the Partners. The Convener is responsible for ensuring that all Parties have an opportunity to fully participate in the crafting and review of this MOU.

IV. System Overview

WIOA was signed into law on July 22, 2014, and went into effect July 1, 2015. WIOA supersedes the Workforce Investment Act of 1998, and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. Providing businesses with the skilled workforce they need to compete in the global, regional, and local economies is central to Maryland's vision in implementing the federal act. Maryland's workforce system provides a talent pipeline through the establishment of partnerships between State and local entities, businesses, economic development, education, and community stakeholders.

To ensure that the workforce system efficiently meets the needs of both the businesses and the jobseekers that it serves, Maryland's workforce agencies have jointly developed the State's workforce plan with the intent that this vision will be carried out by each of the Local Areas through their American Job Centers. The Parties acknowledge that these goals are the central focus of the work to be done under this MOU.

The Parties agree to comply with the policies, procedures, and assurances established under WIOA, including but not limited to the current Maryland *WIOA Memoranda of Understanding & Resource Sharing Agreements Policy, Policy Issuance [2025-03]* (the "Policy"), which rescinds and replaces prior issuances as applicable.

V. Performance Requirements & Data Sharing

The Parties agree to participate in efforts to assess the effectiveness of the American Job Center system through performance accountability measures established under WIOA and outlined in the Maryland Combined State Plan. Each Party will provide performance information necessary to support achievement of performance goals, and will work cooperatively to share relevant data and enter into data sharing agreements to the extent necessary in a manner consistent with applicable federal and State laws, regulations, and policies.

VI. Services Offered through the American Job Center System

The Parties agree to build an efficient workforce system through sharing of information, increased collaboration, staff training, and streamlined service delivery to maximize partner strengths and improve customer flow and access. Consistent with Section 121(b)(1) of WIOA,

the Partners will provide access to programs or activities carried out by the entity through the American Job Center (AJC) delivery system in the Local Area.

The Partners will:

[DESCRIBE SERVICES TO BE PROVIDED, THE COORDINATION OF SERVICES, AND THE DELIVERY OF SERVICES.]

A. Services

The American Job Center Partners in the Local Area offer customers a wide variety of career development. The Partners commit to:

1. Ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials available through the AJC system.
2. Provide access through the AJC delivery system to programs or activities, including making career services under the Partner's program available.
3. Ensure that costs are appropriately shared by Partners by basing contributions on proportionate share of use and/or access, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statute and all other applicable legal requirements, including the federal cost principles set out in 2 CFR Part 200 and 5 USC 301.
4. Participate in the operation of the AJC delivery system consistent with the terms of this MOU, WIOA, the Maryland State Plan, and the requirements of federal, State, and local laws, regulations, rules, and policies applicable to the Parties.
5. Work jointly to coordinate outreach and services to employers, including business services, consistent with WIOA and State policy.

[PARTNERS MAY INCLUDE ADDITIONAL RESPONSIBILITIES AS AGREED TO BY THE PARTNERS).

B. Accessibility

1. The Parties acknowledge that for purposes of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under WIOA are considered to be

programs and activities receiving federal financial assistance.

2. The Parties will ensure that no individual is excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program or activity based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, gender identity, and sex stereotyping), national origin (including limited English proficiency), age, disability, or political affiliation or belief, and for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a program or activity receiving financial assistance under Title I of WIOA.
3. The Parties will ensure that participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship, except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants.
4. The Parties will ensure that no person may discriminate against an individual who is a participant in a program or activity that receives funds under the federal laws enumerated in Section I. with respect to the terms and conditions affecting, or rights provided to, the individual in the program or activity.
5. The Parties will ensure that participation in programs and activities funded under the federal laws enumerated in Section I. are conducted in accordance with applicable federal and state laws.

VII. Referral Arrangements

[THE PARTIES MUST DESCRIBE IN THIS SECTION HOW AJC PARTNERS AND THE ONE-STOP OPERATOR WILL REFER INDIVIDUALS TO APPROPRIATE SERVICES AND ACTIVITIES.]

VII. Resource Sharing Agreement

The purpose of the Resource Sharing Agreement (RSA) is to establish the terms and conditions of how the costs of the services and the operating costs of the AJC system will be funded. This includes funding of infrastructure costs of the Centers through an **Infrastructure Funding Agreement (IFA)**, funding of shared services, operating costs of the system, and the leveraging of in-kind contributions, as appropriate and pursuant to Section 121(c) and (h) of WIOA and applicable federal regulations.

The RSA, which includes the IFA, is attached and incorporated hereto as Exhibit 2.

A. Cost Allocation Methodology

The Parties agree to align individual agency resources to support workforce system

integration and to share costs in a manner that is fair and transparent. The cost allocation methodology used shall be reasonable, consistent with federal cost principles under 2 CFR Part 200, and proportionate to each Partner's use of the AJC system and relative benefit received. The shared costs, the allocation method, and each Party's share will be identified in the attached RSA. Acceptable bases for allocation may include, but are not limited to, square footage, staff time, usage of technology or equipment, or transaction volume.

B. In-Kind Contributions

The Parties may contribute to the costs of the partnership on an in-kind basis. Such contributions must be agreed to by all Parties and documented in the attached RSA. In-kind contributions must be valued in accordance with federal cost principles and meet the requirements of 2 CFR 200.306, including being verifiable from records, necessary and reasonable to the program, and allowable under the contributing Party's authorizing statute. In-kind contributions may be used to offset a Party's identified share of costs, when appropriate.

C. RSA Fiscal Agent

The RSA Fiscal Agent is designated by all Parties to the RSA, and is identified in the attached RSA Template(s). The Fiscal Agent is responsible for receiving, managing, and disbursing funds, maintaining appropriate financial records, and conducting reconciliations of budgeted versus actual costs in accordance with the RSA, federal cost principles, and applicable regulations.

D. American Job Center Shared Space

The current leases or agreements for American Job Center space(s) are attached here to demonstrate the negotiation of shared infrastructure costs, and are included in Exhibit 3, which is made part of this MOU. The RSA must also include a process for reconciling budgeted versus actual space costs no less than annually, to ensure that each Partner pays only its proportionate share of such costs.

VIII. Dispute Resolution Process

In the event that an impasse should arise between the Parties regarding the terms and conditions, performance, modification, or administration of this MOU, the Parties agree to first attempt to resolve the conflict using a neutral third-party facilitator or mediator if available and mutually agreed upon (Appendix C). If a consensus cannot be reached, the Parties agree to abide by the process identified within the GWDB Policy. Parties understand and agree to the dispute resolution & impasse process details in Appendix C of the MOU/RSA Policy. The Local Board Chair (or designee) shall coordinate the dispute resolution process and ensure compliance with the procedures established in the GWDB Policy.

IX. Applicable Law

This MOU will be construed, interpreted, and enforced in accordance with the laws of the State of Maryland, to the extent that such laws are not inconsistent with applicable federal requirements. The Parties shall comply with all applicable federal, state, and local laws, regulations, rules, and policies, including but not limited to the Workforce Innovation and

Opportunity Act (WIOA), 29 U.S.C. § 3101 et seq.; its implementing regulations at 20 CFR Parts 678, 679, and 680; and the nondiscrimination and equal opportunity provisions set forth in WIOA Section 188 and 29 CFR Part 38. Where federal or state requirements conflict with local requirements, the federal or state requirements shall prevail.

X. Confidentiality

- A. All Parties expressly agree to abide by all applicable federal, state, and local laws and regulations regarding confidential information, including but not limited to:
- **20 CFR Part 603;**
 - **45 CFR § 205.50;**
 - **Md. Code Ann., General Provisions §§ 4-307, 4-401, and 4-402;**
 - **Md. Code, Labor & Employment § 8-625;**
 - **COMAR 09.01.01;**
 - **42 U.S.C. § 503;**
 - **20 U.S.C. § 1232g;**
 - **34 CFR § 361.38;**
 - **COMAR 13A.11.06.01;** and
 - **2 CFR § 200.303.**

In carrying out their respective responsibilities, each Party shall also respect and abide by the confidentiality policies and legal requirements of all other Parties.

- B. Each Party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information (PII) will be limited to purposes that support the programs and activities described in this MOU, consistent with WIOA and applicable regulations.
- C. Each Party will ensure that access to software systems and files under its control that contain PII will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein. Each Party expressly agrees to take reasonable and appropriate measures to prevent unauthorized access, consistent with state and federal data security requirements.
- D. To the extent confidential, private, or otherwise protected information must be shared amongst the Parties for the performance of their obligations under this MOU, and to the extent such sharing is permitted by applicable law, the Parties will execute the appropriate data sharing agreements. All authorized individuals will be required to sign confidentiality and ethical certifications. With respect to confidential unemployment insurance information, any such data sharing must comply fully with **20 CFR Part 603**, including requirements for permissible disclosures, safeguarding, and cost reimbursement.

XI. Modification

Modifications to this MOU shall be in writing, signed by each Party, and attached as amendments to this agreement.

To initiate a modification, a Party requesting the change must notify all other Parties in writing of the requested modification. Upon receipt of such notice, the Local Board Chair (or designee) shall ensure that negotiations are conducted promptly and in good faith.

If the Parties cannot resolve the modification request in a manner acceptable to all Parties, the Parties shall follow the dispute resolution process described in Section VI of this MOU and as outlined in the GWDB *Policy Issuance [2025-03]*.

XII. Termination

This MOU will remain in effect until the end date specified in Section I, unless one of the following occurs:

- **Mutual Agreement:** All Parties mutually agree to terminate this MOU prior to the end date.
- **Loss of Funding:** Federal oversight agencies charged with the administration of WIOA fail to appropriate funds, or funds are otherwise not made available for continued performance. Any Party unable to perform 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 this MOU.
- **Change in Law:** WIOA is repealed or superseded by subsequent federal law.
- **Change in Local Area Designation:** Local Area designation is changed under WIOA.
- **Breach of Agreement:** A Party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Chair of the Local Board specifying the breach in reasonable detail. In such event, the non-breaching Party(ies) shall have the right to terminate this MOU by giving written notice to the Party in breach, upon which termination will take immediate effect.

In the event of termination, the Parties to the MOU must convene within thirty (30) days to discuss the formation of a successor MOU. At that time, allocated costs must be addressed, and each Party remains responsible for its proportionate share of costs incurred prior to termination.

Any Party may request to terminate its inclusion in this MOU by following the modification process identified in Section XI and as outlined in the GWDB *Policy Issuance [2025-03]*.

XIII. Non-Assignment

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

XIV. 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.

XV. Fair Practices Certification

The Parties certify that they prohibit, and covenant that they will continue to prohibit,

discrimination and certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of race, color, religion, sex (including pregnancy, childbirth, related medical conditions, transgender status, gender identity, and sex stereotyping), national origin (including limited English proficiency), age, disability, or political affiliation or belief; and for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a program or activity receiving financial assistance under Title I of WIOA.

XVI. Assurances of Non-Discrimination and Equal Opportunity in Agreements Funded by the U.S. Department of Labor

The Parties specifically agree to comply fully with the nondiscrimination and equal opportunity provisions of WIOA Section 188 (29 U.S.C. § 3248); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 38; and with all other applicable federal and state nondiscrimination and equal opportunity laws.

XVII. Drug and Alcohol Free Workplace

The Parties certify they will comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101 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 Parts 180 and 182.

XVIII. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and 29 CFR Part 93. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law.

XIX. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements of Executive Orders 12549 and 12689, as implemented at 2 CFR Part 180 and adopted by the U.S. Department of Labor at 2 CFR Part 2998.

XX. 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 eligible spouses under 38 U.S.C. § 4215 and priority of service for participants in the WIOA Title I adult program.

XXI. 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. § 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”), as referenced in WIOA Section 502.

XXII. Human Trafficking

Each Party certifies compliance with the Trafficking Victims Protection Act (22 U.S.C. § 7104g) and Executive Order 13333, which require termination without penalty of the MOU if a sub-grantee, contractor, or subcontractor engages in severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor.

XXIII. Salary Compensation and Bonus Limitations

Each Party certifies compliance with the annual federal appropriations law restrictions (e.g., Public Law 119-4, Division H, Title I, Section 105 or successor provisions) restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to direct or indirect costs, at a rate in excess of Executive Level II of the Federal Executive Pay Scale.

XXIV. Indemnification and Liability

To the extent permitted by Maryland law and the extent of available appropriations, each Party shall be responsible for the conduct of its employees, agents, volunteers, and assigns. Nothing herein shall be deemed a waiver of any governmental immunity to which any Party may be entitled under Maryland law or otherwise. No Party shall assume any obligation to indemnify, hold harmless, or pay attorney’s fees that may arise from or be associated with any other Party’s performance or operation of this MOU.

XXV. Record Retention

All parties must retain records as required by their own policies and any other law or funding requirements. Signed MOUs and RSAs must be submitted to GWDB for final acceptance and posting, no later than the MOU expiration date of the previous MOU. GWDB is responsible for retaining all signed and executed WIOA MOUs.

XXVI. Signatures

IN WITNESS THEREOF, and in accordance with the Policy, the undersigned have executed this Memorandum of Understanding on or before the date set forth herein. By signing this document, each individual signing this MOU on behalf of a given Partner certifies that they have the legal authority to bind said Partner to the terms of this MOU.

Chief Local Elected Official(s)

_____ Date: _____

Local Workforce Development Board Chair

_____ Date: _____



Local Workforce Development Board Director

_____ Date: _____

Fiscal Agent

_____ Date: _____

American Job Center Partner(s)

_____ Date: _____

_____ Date: _____

_____ Date: _____

[INSERT ALL OTHER SIGNATORIES AND WITNESSES AS APPROPRIATE]

Exhibit 1

Exhibit 1 should identify partners, including relevant addresses and contact information.

Exhibit 2

Exhibit 2 is the Resource Sharing Agreement.

Exhibit 3

Exhibit 3 corresponds with the Resource Sharing Agreement and should include leases, agreements, and floor plans considered to be a shared expense. Any lease entered into by any Party which impacts the expenses of the American Job Center should be included.

Appendix A | Step-by-Step MOU Negotiation and Execution Process

1. **Notification from GWDB:** GWDB notifies the Local Board Chair (or designee) in writing that it is necessary to renegotiate and execute the WIOA MOU, providing the current template and ensuring all relevant partner agencies are informed.
2. **Kickoff Meeting & Negotiations:** The Local Board Chair (or designee) convenes all required and optional AJC partners. A kickoff meeting is held to begin formal negotiations, review the policy, and outline responsibilities and timelines.
3. **Draft MOU Preparation & Submission:** LWDBs, in collaboration with AJC partners, draft an MOU based on the template provided by the GWDB, which includes all required components per WIOA Sec. 121(c) 20 CFR 678.500 (also described in TEGL 17-16 and 16-16), and draft RSAs consistent with 20 CFR 678.700–755, ensuring internal legal review prior to submission to GWDB. The Local Board Chair (or designee) emails the unsigned draft to its relevant state agency counterparts.
4. **Review and Comment:** All partners and relevant State agency signatories—including their legal counsel and fiscal units—review the draft MOU submissions. Parties submit comments and proposed edits within the established two-week timeline. Feedback is returned to the Local Board Chair (or designee), who ensures all partners are informed of needed revisions and ensures all parties, including parties' legal counsels and fiscal units, reach consensus.
5. **Revision and Legal Sufficiency Review:** The Local Board Chair (or designee) revises the MOU and RSAs based on partner feedback. The unsigned drafts are then resubmitted to relevant State agencies MD Labor, Division of Rehabilitation Services (DORS), Department of Human Services (DHS), and Department of Housing and Community Development (DHCD)¹ for legal counsel and fiscal unit review. These agencies must provide comments and proposed edits to the Local Board Chair (or designee) within two (2) calendar weeks of receipt. The Local Board Chair (or designee) is responsible for ensuring all partners are informed of required revisions and that consensus is reached among all parties, including legal and fiscal reviewers. Any remaining discrepancies must be resolved before proceeding to signatures. Extension requests for agency review or distribution must be submitted in writing to the Local Board Chair (or designee), with a copy to all relevant State agencies, and must be made prior to the established review deadline.
6. **Circulation for Signatures:** Upon receiving legal sufficiency clearance from all parties, the Local Board Chair (or designee) circulates the final MOU and RSAs for official signatures from all parties. Official signatures from each partner may be executed in

¹ DHCD is not a signatory to the MOU; therefore, review by their legal counsel for legal sufficiency is not required.

counterparts or by electronic signature, consistent with Maryland Uniform Electronic Transactions Act and federal law.

7. **Submission to GWDB:** Signed MOUs and RSAs must be submitted to GWDB for final acceptance and posting, no later than the MOU expiration date. They should be addressed to the GWDB Executive Director and Chair, with a copy to gwdb.maryland@maryland.gov. GWDB is responsible for retaining all signed and executed WIOA MOUs. All parties must retain records as required by their own policies and any other law or funding requirements. GWDB will provide technical assistance as needed.

Appendix B | MOU Modification Process

1. Step 1: Notification

A partner proposing a modification must notify the LWDB in writing, identifying the proposed changes and the rationale (e.g., changes in law, policy, partner roles, funding).

2. Step 2: Discussion and Negotiation

The LWDB convenes all parties to the MOU to review the proposed changes and negotiate consensus.

The Local Board Chair (or designee) coordinates discussions with all MOU parties.

- For simple changes with broad agreement, this may be done by email.
- For more complex or contested changes, the Chair (or designee) should convene a meeting of the parties to review the proposal, address concerns, and work toward consensus.
- If consensus cannot be reached, the Dispute Resolution process outlined in Appendix C of the policy shall be followed.

3. Step 3: Legal Sufficiency Review

Once all parties agree on the proposed modification language and a draft has been circulated, the Local Board Chair (or designee) must confirm that all signatories' legal counsel and fiscal units have reviewed the draft to confirm legal sufficiency and approve the modification.

The Local Board Chair (or designee) shall then submit the complete draft MOU Modification to the Maryland Department of Labor, Division of Workforce Development and Adult Learning (DWDAL), for review. In accordance with MD Labor's procedures, DWDAL will transmit the draft to the MD Labor Assistant Attorney General for legal sufficiency review on behalf of the State Workforce Agency.

This process ensures that both local legal and fiscal units and the State Workforce Agency's legal counsel confirm the modification's compliance before circulation for final signatures.

Step 4: Circulation for Signatures

Upon legal sufficiency clearance by all parties, the Local Board Chair (or designee) must circulate the modification to all signatories for execution. Once signed, the LWDB resubmits the updated MOU to the Maryland Department of Labor (dlwdalcommunications-labor@maryland.gov). The modification is considered fully executed when all required signatures are collected and the signed document is returned to the GWDB per the instructions on submission of agreements in Appendix A.

Note: All modifications must be made in writing and attached to the original agreement as amendments. The effective date of the revised MOU will be based on the latest signature date unless otherwise agreed upon.

If the modification affects **only** the Resource Sharing Agreement (RSA) and not the MOU, the MOU does not need to be re-signed. In such cases, the GWDB must be notified of the change according to the instructions for submissions of agreements in Appendix A. The GWDB will issue a letter detailing the RSA change, which must be signed by all affected local partners and attached to the RSA and shared with all parties.

Appendix C | Dispute Resolution & Impasse Process Details

Dispute Resolution Process

If a dispute arises during the negotiation or requested modification of the MOU, the Local Board Chair (or designee) will first attempt to resolve it locally by:

1. **Documenting the disagreement** - Include the issues involved and relevant background information.
2. **Engaging all relevant partners** - in facilitated discussions to reach consensus.
3. **Using a neutral third-party facilitator or mediator**, if available and mutually agreed upon.
4. **Escalating when unresolved** - If no agreement is reached within a reasonable timeframe, the Local Board Chair (or designee) must notify the **Governor's Workforce Development Board (GWDB)** in writing.

The written notice to GWDB must include:

- A summary of the dispute and actions taken to resolve it
- Names of the parties involved
- Supporting documentation

Upon receipt, GWDB will:

- Acknowledge the dispute in writing
- Offer technical assistance and facilitation support
- Schedule a meeting with the Local Board Chair (or designee) and partners to work toward resolution

Impasse Process

If consensus is still not reached:

Pursuant to 20 CFR 678.510(c)(2), if consensus is not reached locally, the following will occur:

1. **Declaration of Impasse** – GWDB will document the status of negotiations and formally declare an impasse.
2. **State-Level Resolution** – GWDB may convene a small review group to meet with the parties and issue a written proposed resolution within **7 business days** of the meeting.
3. **Governor Review (GWDB)** – If the matter remains unresolved, GWDB will forward all documentation and recommendations to the Governor for final decision.

4. **State Funding Mechanism** – If the impasse involves infrastructure funding, the state funding mechanism will be applied in accordance with **WIOA Section 121(h)** and **20 CFR 678.735–678.738**. The Governor’s decision will be binding for the current program year and for subsequent years without local agreement.
5. **Reporting** – If resolution is not reached, GWDB will report the failure to the U.S. Department of Labor and any other federal agencies with oversight of affected partner programs. Sanctions may include the withholding of funds, as permitted by law.

Instructions for Completing the WIOA MOU Dispute Resolution Form

1. **When to Use:**
Complete this form if local negotiations for MOUs/RSAs reach an impasse that cannot be resolved despite good-faith efforts.
2. **Who Completes:**
The Local Board Chair or their designated representative.
3. **Submission Timeline:**
Submit within **15 days of declaring an impasse** or by the deadline identified in the policy for the applicable program year.
4. **Where to Send:**
Email completed form and attachments to: **gwdb.maryland@maryland.gov**
Subject line: *“RSA Dispute Resolution Request”*
Copy: GWDB Chair and Executive Director.
5. **Documentation Requirements:**
Include:
 - A summary of the dispute
 - Names of all parties involved
 - Supporting documentation (meeting notes, draft agreements, correspondence)
6. **Next Steps:**
 - GWDB will acknowledge receipt and provide technical assistance.

If no consensus is reached, GWDB may declare a formal impasse and escalate to the Governor per Appendix C.

WIOA MOU Dispute Resolution Request Form (Template)

Section 1. Contact Information

Field	Response
Local Workforce Development Board (LWDB)	_____
Local Board Chair/Designee	_____
Email	_____
Phone	_____
Date Submitted	_____

Section 2. Parties to the Dispute

- Partner Program(s) Involved: _____
- Point(s) of Contact: _____

Section 3. Nature of Dispute

Briefly describe the issue(s) in dispute:

Section 4. Steps Taken to Resolve Locally

- ☐ Direct partner discussions
- ☐ Facilitated local meeting(s)
- ☐ Third-party mediator engaged
- ☐ Other (describe): _____

Section 5. Supporting Documentation

Attach relevant documents (e.g., draft MOUs/RSAs, meeting notes, correspondence).



Section 6. Requested Action

Describe assistance requested from GWDB:

Certification

By signing below, I certify that local resolution efforts have been exhausted in accordance with GWDB Policy Appendix C.

Signature: _____

Title: _____

Date: _____

Appendix D | Resource Sharing Agreements (RSA) Overview and Cost Allocation Methodologies

Definition of RSA (GWDB Policy Definition)

A **Resource Sharing Agreement (RSA)** is a required component of the Memorandum of Understanding (MOU) that documents how American Job Center (AJC) infrastructure and shared services costs will be funded among partners in a local workforce development area. While the Workforce Innovation and Opportunity Act (WIOA) and its implementing regulations do not specifically define “RSA” as a term, the GWDB uses the term to reflect the practical documentation required to support partner contributions to:

- **Infrastructure Costs** (e.g., facilities, utilities, technology)
- **Shared Services Costs** (e.g., welcome desk, referral systems, assessments)
- **In-Kind Contributions** (e.g., staff time, equipment, materials)
- **Cash Contributions**

Federal Requirements

While “RSA” itself is not defined in WIOA, the infrastructure funding provisions in 20 CFR 678.700–755 outline required elements of local agreements, including:

- Identification of infrastructure and shared services
- Methods of cost allocation
- Partner contributions (cash, in-kind, third-party)
- Frequency of reconciliation (monthly or quarterly)

These provisions are expected to be included within the broader MOU.

GWDB Policy Requirements

Each Local Workforce Development Board must:

- Develop RSAs in collaboration with AJC partners
- Submit a “working copy” of RSAs to Maryland Department of Labor (DWDAL) for reconciliation and monitoring
- Ensure cost allocation aligns with 2 CFR 200 Subpart E (Cost Principles)

Cost Allocation Methodologies

Acceptable allocation methods may include:

- **Square Footage:** for infrastructure/facility costs

- **Staff Time Logs:** for personnel-related shared services
- **Usage Reports:** for shared technology or equipment
- **Transaction Volume:** for shared administrative services

Each methodology must:

- Be applied consistently
- Reflect proportionate use and relative benefit
- Be documented and verifiable
- Comply with 2 CFR 200.405 (allocable costs)

RSA Reconciliation

Each RSA must include a plan for reconciliation against actual expenditures on a quarterly basis. This reconciliation ensures that partners pay only their proportionate share of costs. If discrepancies arise, adjustments must be made and documented.

Note: The RSA Working Copy is not the legally binding document but is essential for fiscal tracking, reconciliation, and internal control.

Appendix E | WIOA Resource Sharing Information



WIOA Resource Sharing Information

MOU ATTACHMENT NO.:	<u>Add #</u>																		
Local Workforce Development Area:	The New Center																		
Location:	Local Area																		
Start/End Date:	7/1/20XX		to		6/30/20XX		PARTNERS												
Fiscal Agent:							Required Partner #1:	Required Partner #2:	Required Partner #3:	Required Partner #4:	Required Partner #5:	Required Partner #6:	Required Partner #7:	Required Partner #8:	Additional Partner #9:	Totals	Shared Space	Total Space (lease amt.)	
Report Date:							Local Board	WIOA Title II (Local Government)	*MD Labor	DOBS	*MD Labor	*MD Labor	*MD Labor	ONE					

FUNDING SOURCE:	Total Budget	Reimbursed to Date	Expense this Qtr:	WIOA Title I (Adult, Dislocated Worker and Youth)	WIOA Title II (Adult Education)	WIOA Title III (Wagner-Peyser)	WIOA Title IV (Vocational Rehabilitation)	Trade	Jobs for Veterans State Grants	LI	TANF							
CFDA # (if applicable)				add CFDA	add CFDA	add CFDA	add CFDA	add CFDA	add CFDA	add CFDA	add CFDA	add CFDA	add CFDA	add CFDA	add CFDA	add CFDA		
Allocation Method:	TBD																	
Quantifier for chosen Allocation Method:	1,074			200	25	350	46	58	160	78	79	78				1,074	1,600	2,674
Percentage of Quantifier:	100%			19%	2%	33%	5%	5%	15%	7%	7%	7%				100%		
Shared Expenses: Infrastructure																		
Rent	\$ 20,000			\$ 20,000												\$ 20,000		
Utilities	\$ 2,000			\$ 2,000												\$ 2,000		
Telephone	\$ 500					\$ 500										\$ 500		
Janitorial	\$ 60						\$ 60									\$ 60		
Grounds Keeping	\$ -															\$ -		
Maintenance	\$ -															\$ -		
Security Services	\$ 5,000			\$ 5,000												\$ 5,000		
In-Kind Contribution:	\$ -															\$ -		
Other:	\$ -															\$ -		
Shared Expenses: Resources																		
Copiers	\$ 500							\$ 500								\$ 500		
Supplies	\$ 1,000								\$ 1,000							\$ 1,000		
Fax Machines	\$ -															\$ -		
Computers	\$ -															\$ -		
Software	\$ -															\$ -		
In-Kind Contribution:	\$ -															\$ -		
Other:	\$ -															\$ -		
Shared Expenses: Staff Services																		
Customer Svc Spec (add FTE)	\$ -															\$ -		
Salaries	\$ -															\$ -		
Fringe	\$ -															\$ -		
One-Stop Manager (add FTE)	\$ -															\$ -		
Salaries	\$ -															\$ -		
Fringe	\$ -															\$ -		
In-Kind Contribution:	\$ -															\$ -		
Other: (add FTE)	\$ -															\$ -		
Salaries	\$ -															\$ -		
Fringe	\$ -															\$ -		
Shared Expenses: Other																		
Other: Subscriptions	\$ 4,000			\$ 2,000	\$ 2,000											\$ 4,000		
In-Kind Contribution:	\$ -															\$ -		
Other:	\$ -															\$ -		
Total Paid by Partner	\$ 33,060			\$ 22,000	\$ 7,000	\$ 2,500	\$ 60	\$ 500	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,060	\$ -	
Partner's share of total costs	\$ 33,060			\$ 6,261	\$ 661	\$ 10,910	\$ 1,653	\$ 1,653	\$ 4,959	\$ 2,314	\$ 2,314	\$ 2,314	\$ 2,314	\$ 2,314	\$ 2,314	\$ 33,060	\$ -	
Total Due to/from Partner	0			(15,719)	(6,339)	8,410	1,593	1,153	4,959	1,314	2,314	2,314	2,314	2,314	2,314	0	\$ -	

Please note - the dollar amounts posted above are samples only.

*MD Labor will continue to leverage federal funds for the Local Area MWE cost.

RSA Template Instructions

Please note:

Local partners have the option to adjust the template for specific local needs. If the template is adjusted, the instructions below may or may not apply
The local partners complete a separate template for each location.
Cells with labels, titles and automatic calculations should be locked. They are not locked on the template to allow for local flexibility
The costs posted on the template are estimated annual costs
The costs posted on the template are shared costs only (partners may have other costs that are not shared costs, <u>that do not impact the RSA</u>)
The costs are reconciled against actual costs in columns E and F, at least quarterly
The instructions refer to annual cost. However, if the start and end dates do not coincide with a 12 months period, the amount may need to be pro-rated on a case by case basis.

ROW or COLUMN	TITLE or ITEM	INSTRUCTIONS
Row 5	Fiscal Agent	Cell C5: type in the name of the Fiscal Agent Organization and Contact Person
Row 9	CFDA # (if applicable)	Add CFDA # (for federal funding only)
Row 10	Allocation Method: TBD	No data entry in this row. Enter the agreed upon allocation Method in Cell C10.
Row 11	Add quantifier for chosen allocation method	Enter quantifier for each partner. Cells 11C and 11P calculate the total quantifier.
Row 12	Percentage of quantifier based on chosen allocation method	No data entry in this row. This row automatically calculates each partner's percentage of the quantifier for the chosen allocation method.
Row 13	Shares Expenses: Infrastructure	No data entry in this row.
Row 14	Rent	The lease holder posts the annual rent paid
Row 15	Utilities	The lease holder posts the annual cost of utilities
Row 16	Telephone	Post annual cost (not necessarily the lease holder, depending on who is paying for the phone lines)
Row 17	Janitorial	The lease holder posts the annual cost
Row 18	Grounds Keeping	The lease holder posts the annual cost
Row 19	Maintenance	The lease holder posts the annual cost
Row 20	Security Services	Post annual cost (not necessarily the lease holder, depending on who is paying for the service)
Row 21	In-Kind Contribution	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)

Row 22	Blank	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)
Row 23	Other	Partners describe other shared costs (if any) in Column C, and post the annual cost
Row 24	Shared Expenses: Resources	No data entry in this row.
Row 25	Copiers	Post annual cost (not necessarily the lease holder, depending on who is paying for the service)
Row 26	Supplies	Post annual cost (not necessarily the lease holder, depending on who is paying for the service)
Row 27	Fax Machines	Post annual cost (not necessarily the lease holder, depending on who is paying for the service)
Row 28	Computers	Post annual cost (not necessarily the lease holder, depending on who is paying for the service)
Row 29	Software	Post annual cost (not necessarily the lease holder, depending on who is paying for the service)
Row 30	In-Kind Contribution	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)
Row 31	Blank	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)
Row 32	Other	Partners describe other shared costs (if any) in Column C, and post the annual cost
Row 33	Shared Expenses: Staff Services	No data entry in this row.
Row 34	Customer Service Specialist (add FTE)	No data entry in this row. Add cell note in cell C32 with the Staff name(s), position(s), FTE(s)
Row 35	Salaries	Partners post shared annual cost as applicable.
Row 36	Fringe	Partners post shared annual cost as applicable.
Row 37	One-Stop Manager (add FTE)	No data entry in this row. Add cell note in cell C35 with the staff name, position, FTE
Row 38	Salaries	Partners post shared annual cost as applicable
Row 39	Fringe	Partners post shared annual cost as applicable
Row 40	In-Kind Contribution	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)
Row 41	Blank	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)
Row 42	Other (add FTE)	Partners describe other shared personnel costs (if any) in Column C, and post the annual cost
Row 43	Salaries	Partners post shared annual cost as applicable
Row 44	Fringe	Partners post shared annual cost as applicable
Row 45	Shared Expenses: Other	No data entry in this row.

Row 46	Other: Subscriptions	Partners post shared annual cost as applicable
Row 47	In-Kind Contribution	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)
Row 48	Blank	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)
Row 49	Other	Partners describe other shared cost in Column C, and post shared annual cost as applicable
Row 50	Total Paid by Partner	No data entry in this row. This row calculates each partner's contribution.
Row 51	Partner's share of total costs	No data entry in this row. This row calculates each partner's annual cost or reimbursement, based on the total shares cost in cell P46, and based on the partner's percentage share in row 12
Rows 52	Blank	No data entry.
Row 53	Total Due to/from Partner	No data entry in this row. This row calculates each partner's annual payable or receivable, which is the net of the partner's annual shared cost paid (in row 46) and the partner's annual share of the total shared cost (in row 47). The amounts in this row are the basis for the quarterly invoices prepared by the Fiscal Agent.
Column D	Total Budget for each line item	No data entry in this Column. Column D calculates the total budget for each line item, usually annual cost.
Column E	Reimbursed to Date	Updated on the "RSA Working Copy" only: The Fiscal Agent post the reimbursed amounts for each line item, quarterly or annually
Column F	Expense this Quarter	Updated on the "RSA Working Copy" only: The Fiscal Agent posts the actual cost for each line item, either quarterly or annually, to reconcile budgeted cost against actual cost. Any adjustments will be made on the last quarter or first quarter invoice.
Column P	Totals	No data entry in this Column. This column calculates the total occupied space in row 11, and the total cost for each budget line item.
Column Q	Shared Space	Use this Column if the Square Foot allocation method was selected. The Lease Holder or Fiscal Agent posts the total shared space, which is the difference between the occupied space and the total space. The template calculates the cost of shared space based on the percentages of occupied space.

Column R	Total Space	Use this Column if the Square Foot allocation method was selected The Lease Holder or Fiscal Agent posts the total space (occupied and shared), which equals the total space in the lease.
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Appendix F | MOU & RSA

Components Checklist

This checklist template serves as a planning and review tool for Local Workforce Development Boards (LWDBs) to ensure full compliance with WIOA and GWDB policy. It should be used during development and review of the Memorandum of Understanding (MOU) and Resource Sharing Agreement (RSA).

#	Component Description	Required Citation(s)	Complete
1	Duration of Agreement (Effective and End Date)	20 CFR 678.500(b)(5)	
2	Identification of All Parties (CLEO, LWDB, AJC Partners)	20 CFR 678.500(a)	
3	Roles and Responsibilities of Partners	20 CFR 678.420	
4	Access to Services Provided Through AJC	20 CFR 678.500(b)(4)	
5	Manner of Service Coordination	20 CFR 678.500(b)(1)	
6	Referral Methods	20 CFR 678.500(b)(3)	
7	Confidentiality Provisions and Data Sharing Agreements (if applicable)	20 CFR Part 603 ; 45 CFR 205.50 ; 34 CFR 361.38 Md. Code Ann., Gen. Prov., 4-401, 4-402 Md. Code Ann., Lab. & Empl., 8-625 COMAR 09.01.01.01 COMAR 13A.11.06.01 42 USC 503 20 USC 1232(g)	
8	Dispute Resolution Process	20 CFR 678.510(c)	
9	Infrastructure Funding Agreement (IFA)	20 CFR 678.755 ; TEGL 17-16	
10	Resource Sharing Agreement (definition, funding, cost allocation)	GWDB Policy Issuance ##-2025 (Appendix D)	
11	Cost Allocation Methodology	2 CFR 200.405 ;	
12	Reconciliation Frequency and Adjustments	20 CFR 678.760(d)	

13	Modification Procedures	20 CFR 678.755(f) ; GWDB Policy Issuance ##-2025, Appendix B	
14	Non-Discrimination and Equal Opportunity Assurances	29 CFR Part 38 ; WIOA Sec. 188	
15	Drug and Alcohol Free Workplace Assurances	41 U.S.C. 701 et seq. , and 2 CFR 182	
16	Required Signatures from All Parties	20 CFR 678.500(d)	

This checklist should be completed, signed by the LWDB designee, and retained in records with each MOU/RSA submission.

LWDB Designee Signature:_____

Date:_____

References

Federal Statutes

- [Workforce Innovation and Opportunity Act \(WIOA\), 29 U.S.C. § 3101 et seq. Pub. L. No. 113-128 \(July 22, 2014\)](#)
- [Wagner-Peyser Act, 29 U.S.C. § 49 et seq.](#)
- [Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq.](#)
- [Adult Education and Family Literacy Act \(Title II of WIOA\), 29 U.S.C. § 3271 et seq.](#)
- [Buy American Act, 41 U.S.C. §§ 8301-8303](#)
- [Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq.; 41 USC 8102-8103](#)
- [Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352](#)

Federal Regulations

- [20 CFR Part 678](#) – U.S. Department of Labor regulations for the One-Stop System under WIOA
 - [20 CFR § 678.500-510](#) – MOU provisions and impasse guidance
 - [20 CFR § 678.700-760](#) – Infrastructure funding and cost sharing
- [34 CFR Part 361 Subpart F](#) – VR regulations related to one-stop infrastructure
 - [34 CFR § 361.700-763](#) – State VR agency participation in one-stop infrastructure; Subpart E, One-Stop Operating Costs
- [34 CFR Part 463 Subpart H](#) – AEFLA participation in one-stop infrastructure
- [2 CFR Part 182](#) – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance)
- [2 CFR Part 200](#) – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Uniform Guidance)
 - [2 CFR § 200.306](#) – Cost sharing
 - [2 CFR § 200.405](#) – Allocable costs
 - [2 CFR part 2900](#) – U.S. Department of Labor's exceptions
- [United States Department of Labor, *Workforce Innovation and Opportunity Act: Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule*](#)

Federal Guidance

- [Training and Employment Guidance Letter \(TEGL\), No. 19-14, "Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act of 2014," dated February 19, 2015](#)

- [TEGL 17-16](#), “Infrastructure Funding of the One-Stop Delivery System,” dated January 18, 2017
- [TEGL 16-16](#), “One-Stop Operations Guidance for the American Job Center Network,” dated January 18, 2017
- [TEGL 16-16 Change 1](#), “One-Stop Operations Guidance for the American Job Center Network,” dated January 18, 2017
- [TEGL 7-20](#), “Effective Implementation of Priority of Service Provisions for Most in Need Individuals in the Workforce Innovation and Opportunity Act (WIOA) Adult Program,” dated November 24, 2020
- [TEGL 11-19 Change 2](#), “Negotiations and Sanctions Guidance for the Workforce Innovation and Opportunity Act (WIOA) Core Programs,” dated January 6, 2025
- [Training and Employment Notice \(TEN\) No. 5-14](#), “Workforce Innovation and Opportunity Act Announcement and Initial Informational Resources,” dated July 22, 2014
- [USDOL One-Stop Comprehensive Financial Management TAG \(Technical Assistance Guide\)](#), dated July 2002
- USDOL “An Institutional Analysis of American Job Centers: Resource Sharing in American Job Centers,” dated April 2018 (<https://www.dol.gov/sites/dolgov/files/OASP/legacy/files/ResourceSharing-AJCs.pdf>)
- [Workforce Innovation and Opportunity Act \(WIOA\) One-Stop Infrastructure Costs-FAQ](#), dated December 27, 2016

Executive Orders and Related Provisions

- [Executive Order 13333](#), “Amending Executive Order 13257 to implement the Trafficking Victims Reauthorization Act of 2003,” dated March 18, 2004;
- [Maryland Executive Order 01.01.2023.22](#), “Governor’s Workforce Development Board,” dated December 21, 2023.

Equal Opportunity and Accessibility Laws

- [WIOA Section 188](#) – Non-discrimination and equal opportunity provisions
- [Americans with Disabilities Act of 1990 \(ADA\), 42 U.S.C. § 12101 et seq.](#)
- [Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.](#)
- [Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.](#)
- [Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq.](#)
- [Rehabilitation Act of 1973, 29 U.S.C. § 794](#)
- [Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act, 29 CFR Part 38](#)
- [MD Labor's Nondiscrimination Plan](#)
- [Language Access Plan](#)
- [Md. Code Ann., State Gov't § 10-1101 et seq.](#)

- [Md. Code Ann., State Gov't § 20-601 et seq., § 20-901 et seq., § 20-1001 et seq., § 20-1101 et seq.](#)
- [Md. Code Ann., Hum. Serv. § 7-101 et seq.](#)



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