**MEMORANDUM OF UNDERSTANDING**

**REGARDING FINISH LINE GRANTS**

This Memorandum of Understanding (hereinafter “MOU”) is entered into between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Community College (hereinafter “Community College”) and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Workforce Development Board (hereinafter “Board”) (together the “Parties”) regarding the administration of the Finish Line Grant program to help students enrolled in North Carolina’s community colleges to complete their training when facing unforeseen financial challenges.

1. **Purpose.** This MOU sets forth the roles and responsibilities of the Community College and Board partnership that administers the Finish Line grants in order to ensure the success of the program.

1. **Term of MOU.** This MOU will remain in effect from the date of the last signature through the end of the current fiscal year unless superseded, terminated, cancelled or revoked by law or by one of the Parties as provided below. It shall be reviewed by the Parties and amended to reflect material changes to the Finish Line Grant Program. Amendments shall be in writing and signed by all Parties.
2. **Roles and Responsibilities.** The following are agreed roles and responsibilities each Party will provide to ensure the success of the Finish Line Grant Program;

**Community College**

(a) The Community College acknowledges that its financial aid office understands the Finish Line Grant Program and how to assist students in applying for and obtaining a Finish Line Grant. The Community College acknowledges and agrees that WIOA Section 3(59) and Sections 134(d)(2) and (3) govern eligibility for expenditure of Finish Line Grant funds and will not propose to the Board any non-eligible expenditures for approval.

(b) The Community College agrees to work with the Board to establish a process to ensure that student applications for Finish Line Grant funds will evaluated and fulfilled within 3 business days of the receipt of a completed application and required documentation.

(c) The Community College will conduct outreach efforts to inform students, faculty and staff of the Finish Line Grant program in the fall of 2018 and beyond.

(d) The Community College shall report monthly to the Board staff on the academic progress of Finish Line Grant recipients, including whether each recipient remains in good academic standing, has completed his or her degree or credential, the category of student needs (e.g. transportation, housing, dependent care, etc.) and any other data required by the North Carolina Department of Commerce, Division of Workforce Solutions.

1. The Community College will provide access to its facilities for Board staff so they can meet with students in locations that are convenient to the students in order to determine WIOA eligibility and collect documentation from the students.

**Board**

1. The Board acknowledges that Board staff understand the Finish Line Grant Program and how to assist students in applying for and obtaining a Finish Line Grant. The Board acknowledges and agrees that WIOA Section 3(59) and Sections 134(d)(2) and (3) govern eligibility for expenditure of Finish Line Grant funds. If ineligible expenditures or disallowed costs are discovered, the Board must reimburse the North Carolina Department of Commerce, Division of Workforce Solutions, in the amount of the ineligible expenditures or disallowed costs.
2. The Board agrees to work with the Community College to establish a process to ensure that student applications for Finish Line Grant funds will be evaluated and fulfilled within three business days of the receipt of a completed application and required documentation.
3. The Board will assist the Community College in conducting outreach efforts to inform students, faculty, and staff of the Finish Line Grant Program in the fall of 2018 and beyond.
4. The Board agrees to enroll WIOA eligible students and process their related documentation into NCWorks Online, perform ongoing case management services, and track credential attainment and student employment outcomes.
5. The Board will prepare a monthly report to the North Carolina Department of Commerce, Division of Workforce Solutions on the amount of funding dispersed, the number of students served, academic progress of grant recipients, employment outcomes, category of need, and any other data required by the North Carolina Department of Commerce, Division of Workforce Solutions.
6. Board staff will travel as needed to the Community College to meet with and assist students applying for or awarded Finish Line Grant funds.
7. **Funding.** This MOU is not a commitment of funds to either party on behalf of the other party. The Parties understand that the Finish Line Gant funds will be received and disbursed by the Board to the approved vendor or via gift cards and that none of the grant funds will be paid directly to the student or the Community College.
8. **Audit.** The records as they relate to this MOU shall be accessible to the North Carolina State Auditor’s Office in accordance with N.C.G.S. § 147-64.7 and to any other state or federal entity authorized to conduct audits with respect to activities performed pursuant to this MOU.
9. **Confidentiality.** In order to facilitate necessary information sharing and cooperation in fulfilling the purpose of this MOU, the Parties agree that they will protect all confidential information provided to them by the other Party in accordance with applicable state and federal statutes. Those employees who receive confidential information will be limited by the Parties to those who need access to it for the purpose of carrying out the functions outlined in this MOU and confidential information shall not be disclosed to third parties for any purpose, except when required by law.
10. **Notices.** All notices given in connection with this MOU shall be in writing and, if routine, may be sent by fax or email and, if requested, followed by first class United States mail, postage prepaid, or sent by certified mail, return receipt requested, hand delivered, or delivered by overnight courier. Notices shall be delivered to the appropriate Parties at the addressees set forth below.

Community College:

Name

President

Community College

Any Town, North Carolina

Email address

Board:

Name

Board Director

Workforce Board

Any Town, North Carolina

Email address

1. **Force Majeure.** No party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
2. **Termination.** This MOU may be terminated by either Party upon at least 60 days written notice. In the event changes in state or federal law or regulations occur which render performance hereunder illegal, void, impractical or impossible, then this MOU shall terminate immediately upon written notice from one or more Parties.
3. **Miscellaneous.**
4. The headings that appear in this MOU are inserted for convenience only and do not extend the scope of the MOU.
5. This MOU is subject to the provisions of all applicable federal and state laws, regulations, policies and standards.
6. This MOU constitutes the entire understanding of the Parties with respect to the subject matter of this MOU and all prior agreements, understandings, and representations concerning the subject matter of this MOU are hereby superseded and of no effect.

1. This MOU is not transferrable except with the written consent of the Parties.
2. This MOU is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

1. **Signatures.** By signatures to this MOU, the Parties agree to the terms and conditions outlined above and will work in good faith to implement the provisions herein and address any issues that arise that may affect these terms and conditions during the period of the MOU.

IN WITNESS HERETO, the Parties have executed this MOU in duplicate originals by their duly authorized officials:

**Community College**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President’s Signature

**Board**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Board Director’s Signature