

# **Workforce Innovation and Opportunity Act (WIOA)**

## **Berkshire County Regional Employment Board, Inc. and WIOA Partners**

### **Memorandum of Understanding (MOU)**

**June 2017**

#### **I. PURPOSE**

This Memorandum of Understanding (MOU) communicates the agreement developed and executed between the **Berkshire County Regional Employment Board, Inc (BCREB)**, with agreement of **Mayor Linda M. Tyer, City of Pittsfield** and the Berkshire County WIOA Partners), relating to the operation of the one-stop delivery of service in the local workforce area.

The **Berkshire County Regional Employment Board, Inc. (BCREB)** will act as the convener of MOU negotiations and together with the Berkshire County Partners will shape how local One-Stop Career Center Services are delivered.

This MOU defines the roles and responsibilities of the OSCC Required Partners to operationalize the delivery of services necessary to produce the best possible outcomes for shared customers – youth, job seekers and businesses.

The MOU may include other provisions agreed to by all parties that are consistent with all partner programs, services and activities authorizing statutes and regulations.

#### **II. OSCC REQUIRED PARTNERS**

In accordance with WIOA Section 121(c), this Local Memorandum of Understanding has been developed and executed with agreement of the Chief Elected Official of the **Berkshire County Workforce Area**, the **Berkshire County Regional Employment Board, Inc. (BCREB)** and the Workforce Innovation and Opportunity Act (WIOA) OSCC Required Partners as defined by WIOA in WIOA Regulations 20 CFR Part 678.400 as mandatory partners in the One-Stop Career Centers and include:

- a. **WIOA Title I (Adult, Dislocated Worker, Youth)** - Berkshire Training and Employment, Inc., Department of Career Services and Executive Office of Labor and Workforce Development
- b. **Title II (Adult Education and Family Literacy)** – Adult and Community Learning Services, Department of Elementary and Secondary Education, and Executive Office of Education
- c. **Title III (Wagner Peyser/Employment Service)** – Department of Career Services and Executive Office of Labor and Workforce Development

- d. **Title IV (Vocational Rehabilitation)** – Massachusetts Rehabilitation Commission, Massachusetts Commission for the Blind, Executive Office of Health and Human Services
- e. **Temporary Assistance to Needy Families (TANF)** - Department of Transitional Assistance, Executive Office of Health and Human Services
- f. **Federal-state unemployment compensation program** - Department of Unemployment Insurance (DUA), EOLWD
- g. **Trade Adjustment Assistance (TAA)** – part of DCS, EOLWD
- h. **Jobs for Veterans State Grant (JVSG)** – part of DCS, EOLWD
- i. **Employment and Training Programs under the Supplemental Nutrition Assistance Program (SNAP)** part of DTA, EOHHS
- j. **Senior Community Service Employment Program (SCSEP)** – Title V of Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)

**Additional BCREB partners include:**

- k. **Berkshire Community Action Council (BCAC)**
- l. **Vocational Education (McCann)**
- m. **Higher Education (Berkshire Community College)**
- n. **Berkshire Regional Housing**
- o. **Berkshire County Sheriff's Office**

**Additional non-required Partners** in the local MOU may be added at any time during the term of this MOU, as agreed by the existing partners.

### **III. DURATION OF THE MOU**

This agreement shall commence on **June 26, 2017** and shall terminate on **June 30, 2020** unless otherwise terminated by agreement of all parties or superseded. By signing the MOU, all parties agree to reviewing and modifying the local MOU on an as needed basis to ensure further development and alignment with local area priorities and strategies to serve shared customers as well as to update the MOU to satisfy all requirements as identified by WIOA.

### **IV. ASSURANCES**

The **Berkshire County Regional Employment Board, Inc.** and the Partners of the **Berkshire County Workforce Partnership** identified above agree to conduct the following activities at a local level:

1. Participate in the operation of the one-stop delivery system consistent with the terms of this MOU, the requirements of WIOA, and the requirements of Federal laws authorizing the programs and activities.
2. Serve the “shared” customer as defined by the Partners with a focus on providing high quality, result orientated programming and outcomes. (Please see Section V. #3.)



3. Implement the One-Stop Career Center customer flow and service practices across Partner agencies, including ensuring the accessibility and availability of services to “shared” customers.
4. Continue to research and utilize robust technology tools to scale-up practices and provide more significant supports for individuals with barriers to employment, including basic skills assessment, remediation, and career development tools.
5. Track and evaluate the outcomes for individuals who face barriers to employment.
6. Use a portion of the funds available for programs and activities to maintain the one-stop delivery system, including infrastructure and shared costs of one-stop centers, through methods agreed upon by the local board, chief elected official, and Partners.
7. Provide representation on the local workforce boards (as defined by BCREB policy) to the extent possible and/or participate in local board ad hoc activities/events or on standing committees.
8. The MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every 3-year period to ensure appropriate funding and delivery of services. The MOU must be updated to reflect any change in the one-stop partner infrastructure cost contributions.

## V. MEMORANDUM OF UNDERSTANDING CONTENT

1. At a minimum, Berkshire County Workforce Partnership will support, financially and in-kind, the following services consistent with and coordinated with the One-Stop Career Center.

| Job Seeker Services  |  |   |
|--|--|---|
| Basic Career Services  | Individualized Career Services   | Training  |
| Outreach, intake and orientation to the information, services, programs tools and resources available through the Local workforce system                                 | Comprehensive and specialized assessments of skills levels and service needs   | Occupational skills training through Individual Training Accounts (ITAs)  |
| Initial assessments of skill level(s), aptitudes, abilities and supportive service needs   | Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals | Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above |
| In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment) | Referral to training services  | On-the-Job Training (OJT) and Apprentice  |
| Access to employment opportunity and labor market information  | Group Counseling   | Incumbent Worker Training   |

|   |  |   |
|---|--|---|
| Performance information and program costs for eligible providers of training, education, and workforce services   | Literacy activities related to work readiness  | Programs that combine workplace training with related instruction which may include cooperative education   |
| Information on performance of the Local workforce system  | Individual counseling and career planning  | Training programs operated by the private sector  |
| Information on the availability of supportive services and referral to such, as appropriate   | Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance   | Skill upgrading and retraining  |
| Information and meaningful assistance on Unemployment Insurance claim filing  | Work experience, transitional jobs, registered apprenticeships, and internships  |   |
| Determination of potential eligibility for workforce Partner services, programs and referral(s)   | Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training | Customized training conducted with a commitment by an employer or group of employers to employ and individual upon successful completion of the training                      |
| Information and assistance in applying for financial aid for training and education programs not provided under WIOA  | Post-employment follow-up services and support   | Other training services as determined by the workforce partner's governing rules  |
| <p align="center"><b>Business Services Team</b></p> <p align="center">Including at least one rep from each Partner that will meet monthly to discuss employer outreach and status of work with companies.</p> |  |   |
| Provide and follow established protocol with businesses, responding to all requests in a timely manner  | Provide information and services related to Unemployment Insurance taxes and claims  | Provide consultation regarding reasonable accommodations and supports for individuals with disabilities, as needed, to obtain and maintain competitive integrated employment. |
| Conduct outreach regarding Local workforce system's services and products   | Conduct on-site Rapid Response activities regarding closures and downsizings   | Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies   |
| Provide access to labor market information  | Provide customized recruitment and job applicant screening, assessment and referral services   | Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers                               |
| Assist with the interpretation of labor market information  | Conduct job fairs  | Develop customized training opportunities to meet specific employer and/or industry cluster needs   |
| Use of one-stop center facilities for recruiting and interviewing job applicants  | Consult on job description development and industry trends   | Coordinate with employers to develop and implement layoff aversion strategies   |
| Post job vacancies in the state labor exchange system and take and fill job orders  | Provide information disability awareness issues  | Provide incumbent worker upgrade training through various modalities  |
| Provide information regarding workforce development initiatives and programs  | Provide information regarding assistive technology and communication accommodations  | Develop, convene, or implement industry or sector partnerships  |



2. Partners within the Berkshire County Workforce Partnership will serve, at a minimum the following populations:
  - The long-term unemployed
  - UI Claimants
  - Veterans
  - Youth and Adults with Limited Abilities
  - Individuals with Disabilities
  - Adult Education participants
  - Low-Income (TANF, homeless across all WIOA programs, and SNAP)
  - Reentry – offenders who are released from prisons, houses of correction and jails.
  - Older Workers
  - Young adults with barriers to employment

In addition, Partners will work together on strategies and programs for employers and solving their employment needs.

3. The “shared customer” has been defined by Partnership as - a job seeker/youth or a business who is formally enrolled in services by more than one core program (at the same time or sequential.)
4. The Partners agree on a continuum of services available for each priority population in the local workforce area based on a customer-centered design or career pathway model.
5. WIOA offers an opportunity to innovate and strengthen service to industries and business. The Partners commit to working with employers who have persistent and deep worker skills shortages, are in targeted industries, employ people in targeted occupations, and are committed to hiring people with disabilities. Partners will work together to identify employer needs in the current economy and share this labor market information.
6. The Berkshire County Workforce Partnership has begun discussions around technology and a shared intake form, based on an on-going review of current intake forms being used by each Partner. ‘Massachusetts JobQuest’ will serve as entrance point for all shared customers. Shared customers will have access to all resources (including computers, fax machines, copiers, workshops etc. available at the career center.
7. The Berkshire County Workforce Partnership agrees that increased Sharing of data will benefit the quality of service delivery to both the job seeker and business customer. DUA only will provide information under this agreement to another party to this agreement: upon the determination by the DUA Director that the information lawfully may be provided in accordance with applicable law, including, but not limited to, G. L. c. 151A, § 14P and § 46, and 20 C.F.R. Pt. 603; following approval by DUA of an Application for Unemployment Insurance and/or Wage Reporting Data (currently in the form attached and marked “,” which DUA reserves the right to modify in its sole

discretion); and following execution by DUA and an approved applicant of a Data Sharing and Cost Reimbursement Agreement (currently in the forms attached and marked “ ” for confidential data and “ ” for non-confidential data, which DUA reserves the right to modify in its sole discretion). DUA will not be bound by any provision of this agreement that does not expressly mention DUA by name.


8. The Partners have established a preliminary training plan for management and the staff of partners.
9. The BCREB will provide for various levels of participation by Partners in the One Stop Review Team, ranging from Advisory to Voting Members. Decisions will be based primarily on the BCREB’s policies to 1) have a majority of the Review Team representative of the Critical Industries in our region, and 2) to have a reasonably sized Voting Review Team. Decisions will be discussed and openly communicated to Partners prior to review beginning. All Review Activity will respect Section 30B of MGL, the legal structure around which the BCREB performs procurement, and various levels of participation (either on full review team if a BCREB Board Member or on the advisory committee if not) of the OSCC Required Partners in the competitive selection process for the One-Stop Career Center lead operator in the local workforce area.
10. The Berkshire County Workforce Partnership agrees to utilize the current BCREB cost allocation plan to determine infrastructure costs of the various WIOA Partners who outstation staff at the Career Center or one of the Career Center Access Points. Shared services and operating costs will be negotiated with each Partner based on the types of services required for each Partner constituency. Where appropriate, the BCREB cost allocation plan will be utilized to make these calculations. However, the cost related to shared services related to assessment, customized workshops, training, and other services will be individually determined for each Partner. In any case, infrastructure, shared services, and operating costs will be fully transparent and made available to the Partners throughout the year. For some partners, such as MRC, shared and infrastructure costs will be negotiated at the state level.
11. Duration of the MOU including commencement and termination date, and include the clause “unless otherwise terminated by agreement of all parties or superseded.”
12. The Berkshire County Workforce Partnership agrees that a MOU review will occur not less than every three years.
13. The MOU acknowledges other provisions agreed to by all parties that are consistent with all partner programs’ services and activities, authorizing statutes and regulations.
14. The Partners agree to jointly review and commit to WIOA mandated performance metrics that are include in the BCREB annual business plan, and in any related grant documents associated with Partners. The Berkshire County Workforce Partnership commits to assist all Partners in reaching these goals. In addition, the Partners agree to mutually develop and commit to metrics associated with infrastructure/shared services, and to proceed with a full commitment to meet these goals.



## VII. SIGNATORIES

By signing this agreement, all parties agree to the provisions contained herein are subject to all applicable, Federal, State, and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of data and other confidential information relating to One-Stop Career Center customers. By signatures affixed below, the parties specify their agreement:

Mayor Linda M. Tyer  
Berkshire County Chief Elected Official

  
Signature: \_\_\_\_\_ Date: 6/13/17


Eva Sheridan, Chairperson  
Berkshire County Regional Employment  
Board, Inc.

  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_


Heather P. Boulger, Executive Director  
Berkshire County Regional Employment  
Board, Inc.

  
Signature: \_\_\_\_\_ Date: 6/14/17


Melanie Gelaznik, Interim Director  
BerkshireWorks Career Center

  
Signature: \_\_\_\_\_ Date: 6/13/17

Lynne Newton, Operations Manager  
Division of Career Services

  
Signature: \_\_\_\_\_ Date: 6/13/17

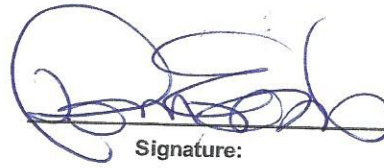
Nathan Skrocki, Regional Director  
MA Commission for the Blind

  
Signature: \_\_\_\_\_ Date: 6/16/17

Katherine Angelini  
MA Rehabilitation Commission

 6/23/17  
Signature: Date:

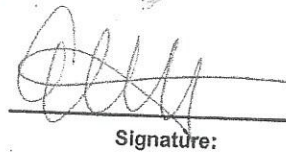
Deni Evans, Director, Pittsfield  
Department of Transitional Assistance

 6/21/2017  
Signature: Date:

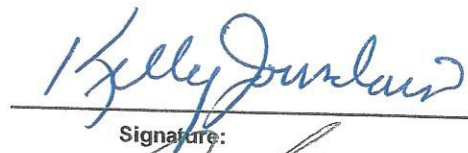
John Lutz, Executive Director  
Elder Services of Berkshire County, Inc.

 6/14/17  
Signature: Date:

Eveliz Arroyo-Barrows, Deputy Director of  
Field Operations  
Department of Unemployment Insurance

 6/19/17  
Signature: Date:

Kelly Jourdain, Adult & Community  
Learning Services, Berkshire Community  
College

 6-14-17  
Signature: Date:

Paul Gage, Pittsfield Adult Learning  
Center

 6/14/17  
Signature: Date:

Howard Eberwein, Adult & Community  
Learning Services, MCLA

 6/15/17  
Signature: Date:

Bryan House, Deputy Director  
Berkshire Community Action Council

   
Signature: Date:



**Ken Messina**  
**Trade Adjustment Assistance**

Ken Messina 6-21-17  
Signature: Date:

**James Clark, Veteran's Services**  
**Pittsfield**

J Clark 6/13/2017  
Signature: Date:

**John J. Quinn, Jr., Superintendent**  
**Berkshire County Sheriff's Department**

John J. Quinn 6-22-17  
Signature: Date:

**Ellen Kennedy, President**  
**Berkshire Community College**

Ellen Kennedy June 14, 2017  
Signature: Date:

**James Brosnan, Superintendent**  
**McCann Technical School**

James Brosnan 14 JUN 17  
Signature: Date:

**Brad Gordon, Director**  
**Berkshire Regional Housing**

Brad Gordon 6/21/17  
Signature: Date:

*By signing the MOU, all Parties agree to reviewing and modifying the local MOU on an as-needed basis to ensure further development and alignment with local area priorities and strategies to serve shared customers as well as to update the MOU to satisfy all requirements as identified by WIOA.*

**Funding for Shared and Infrastructure Costs of the OSCC:**

*The Parties of this MOU agree that all required partners have a joint funding responsibility to support and maintain an effective local integrated service delivery system. In addition, all parties to the MOU recognize that shared and infrastructure costs are applicable to the all required Partners. To ensure that the Local Board and all the required local Partners can focus on the provision of quality services to our shared customers, the*

*State Level Partners will issue allocations for shared and infrastructure cost to the Local Workforce Area. State Partners will establish a methodology that will ensure costs are allowable, reasonable, necessary and allocable. As appropriate, State Partners will enter into Inter-Agency Service Agreements (ISAs) with the Department of Career Services (DCS), the designated State Workforce Agency (SWA) to issue the local allocations. Local Boards will ensure all allocations are incorporated into the local integrated budget during the annual planning process.*

**Data Sharing for Integrated Service Delivery for Shared Customers:**

*Subject to applicable legal constraints, including but not necessarily limited to those contained in G. L. 151A and 20 C.F.R. Pt. 603, the parties of this MOU agree to seek increased sharing of data with a view to improving the quality of service-delivery to both job-seekers and business-customers. The Party whose data is requested to be shared shall be the judge, in its sole discretion, of the legal constraints governing whether and how its data may be shared. The parties of this MOU understand that a shared data system is being designed at the state level and will fully support the development and implementation of a state-level data system, subject to the foregoing limitations.*

XXX



# Berkshire WIOA Partners Customer Flow Chart

