

Workforce Innovation and Opportunity Act (WIOA)

Berkshire County Regional Employment Board, Inc. and WIOA Partners

Memorandum of Understanding (MOU)

June 2018

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**
- p. **New England Farm Workers Council**

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 **July 1, 2018** and shall terminate on **June 30, 2021** 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

Business Services Team

Including at least one rep from each Partner that will meet monthly to discuss employer outreach and status of work with companies.

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
- Migrant and seasonal farm workers

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; and following execution by DUA and an approved applicant of a Data Sharing and Cost Reimbursement Agreement. 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.

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:

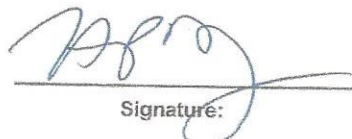
Mayor Linda M. Tyer
Berkshire County Chief Elected Official


Signature: _____ Date: _____

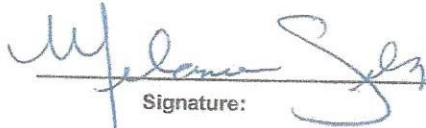
Eva Sheridan, Chairperson
Berkshire County Regional Employment
Board, Inc.

 6/28/18
Signature: _____ Date: _____

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

 6-28-18
Signature: _____ Date: _____


Melanie Gelaznik, Executive Director
BerkshireWorks Career Center

 6/28/18
Signature: _____ Date: _____

Lynne Newton, Operations Manager
Division of Career Services

 7/10/18
Signature: _____ Date: _____

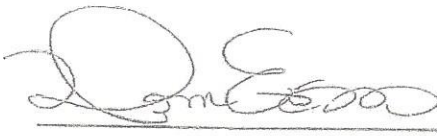
Nathan Skrocki, Regional Director
MA Commission for the Blind

 07/12/2018
Signature: _____ Date: _____

Katherine Angelini
MA Rehabilitation Commission


Signature: _____ Date: 7/3/18

Deni Evans, Director, Pittsfield
Department of Transitional Assistance


Signature: _____ Date: 7/5/2018

Nicholas Kirchner, Interim Executive
Director
Elder Services of Berkshire County, Inc.


Signature: _____ Date: 7/5/18


Eveliz Arroyo-Barrows, Field Operations
Department of Unemployment Insurance


Signature: _____ Date: 7-6-18

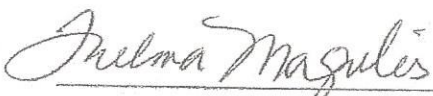
Ana Suffish, Adult & Community
Learning, Berkshire Community College


Signature: _____ Date: 7/9/18


Paul Gage, Pittsfield Adult Learning
Center


Signature: _____ Date: 7/10/18

Thelma Margulies, Adult & Community
Learning Services, MCLA


Signature: _____ Date: 7/9/18

Bryan House, Deputy Director
Berkshire Community Action Council


Signature: _____ Date: 7/3/18

Ken Messina
Trade Adjustment Assistance

Ken Messina 7-9-18
Signature: Date:

James Clark, Veteran's Services
Pittsfield

James Clark 7/16/18
Signature: Date:

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

John J. Quinn, Jr. 7-3-18
Signature: Date:

Ellen Kennedy, President
Berkshire Community College

Ellen Kennedy 7-3-18
Signature: Date:

James Brosnan, Superintendent
McCann Technical School

James Brosnan 3/5/18
Signature: Date:

Brad Gordon, Director
Berkshire Regional Housing

Brad Gordon 7/16/18
Signature: Date:

Heriberto Flores, President/CEO
New England Farmworkers' Council

Heriberto Flores 8/3/2018
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: Including WIOA Partner Joint Policy #02.2017.2, issued on May 10, 2019, we agree to the following:

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. As such, all parties to this agreement acknowledge that the Local MOU herein serves the purpose of the infrastructure funding agreement (IFA) as required by WIOA. The infrastructure funding agreement as described will be revisited on an annual basis and periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged in proportion to relative benefits received. Infrastructure funds are apportioned at the state level based on the percentage of shared customers served in each 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) or Contracts with the MassHire Department of Career Services (MDCS), as 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. MDCS will monitor the spending of all shared and infrastructure costs and Local partners agree to meet regularly to discuss integrated service delivery strategies and the shared and infrastructure funds needed to actualize services. On an annual basis, local partners will provide suggestions and recommendations to state level partners for adjustments to shared and infrastructure funds allocated. The utilization of infrastructure funds will be reviewed on a quarterly basis. Staff time and in-kind resources attributed to shared costs will be reviewed annually for necessary adjustments.

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

