

Workforce Innovation and Opportunity Act (WIOA)
MassHire Berkshire Workforce Board and WIOA Partners
Local Memorandum of Understanding (MOU)
June 2021

I. PURPOSE

This Memorandum of Understanding (MOU) communicates the agreement developed and executed between the **MassHire Berkshire Workforce Board**, with agreement of **Mayor Linda M. Tyler, City of Pittsfield** (Chief Elected Official) and the **Berkshire County WIOA Partners**, relating to the operation of the MassHire Career Center delivery of service in the Berkshire workforce area.

The **MassHire Berkshire Workforce Board**, (BWB) will act as the convener of MOU negotiations and together with Berkshire County WIOA Partners will shape how local MassHire Berkshire Career Center services are delivered.

This MOU defines the roles and responsibilities of the One Stop Career Center 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 MassHire Berkshire Workforce Board, 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 MassHire Career Centers and include:

1. **The Adult Program** (Title I), as part of the MassHire Department of Career Services(MDCS), Executive Office of Labor and Workforce Development (EOLWD);
2. **The Dislocated Worker Program** (Title I), as part of MDCS/EOLWD;
3. **The Youth Program** (Title I), as part of MDCS/EOLWD;
4. **The Adult Education and Family Literacy Act Program** (Title II), as part of Adult and Community Learning Services (ACLS), Department of Elementary and Secondary Education (DESE) Executive Office of Education (EOE);
5. **The Wagner-Peyser Act Program** (Wagner-Peyser Act, as amended by Title III), as part of MDCS, EOLWD;
6. **The Vocational Rehabilitation Program** (Title I of the Rehabilitation Act of 1973, as amended by Title IV), as part of the Massachusetts Rehabilitation Commission (MRC) and Massachusetts Commission for the Blind (MCB), Executive Office of Health and Human Services (EOHHS);
7. **Federal-state unemployment compensation program**, as part of the Department of Unemployment Assistance (DUA), EOLWD;
8. **Trade Adjustment Assistance for Workers Programs** (Activities authorized under chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)), as part of DCS, EOLWD;

9. **Jobs for Veterans State Grants Program** (Programs authorized under 38, U.S.C. 4100et. seq.) as part of DCS, EOLWD;
10. **Temporary Assistance for Needy Families Program** (42 U.S.C. 601 et seq.) as part of Department of Transitional Assistance (DTA), EOHHS;
11. **Employment and Training Programs under the Supplemental Nutrition AssistanceProgram**, (Programs authorized under section 6(d)(4) of the Food and Nutrition Act of 2008 (7 U.S.C.2015(d)(4)), as part of DTA, EOHHS;
12. **Senior Community Service Employment Program** (Programs authorized under TitleV of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)).

Additional non-required Partners in the local MOU include:

13. Berkshire Community Action Council
14. Vocational Education (McCann Technical School)
15. Higher Education (Berkshire Community College)
16. Berkshire Regional Housing
17. Berkshire County Sheriff's Office
18. 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

WIOA Section 121(c) (g) requires that the MOU shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services, also including effectiveness, physical and programmatic accessibility. WIOA Regulations Subpart C 20 CFR Part 678.500 further requires MOU renewal following the 3-year review if substantial changes have occurred.

This agreement shall **commence on July 1, 2021 and shall terminate on June 30, 2024** 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 MassHire Berkshire Workforce Board and the Berkshire WIOA Partners identified above agree to conduct the following activities at a local level:

1. Enter into a local MOU with the MassHire Workforce Board relating to operation of the MassHire Career Center delivery system.
2. Participate in the operation of the MassHire Career Center delivery system consistent with the terms of this MOU, the requirements of WIOA, and therequirements of Federal laws authorizing the programs and activities.
3. Define "shared" customers between Partners to create a clear understanding of how multiple providers, services and resources should support youth, job seekers, and businesses.

4. Redesign the MassHire Career Center customer flow and service practices across partner agencies, including ensuring the accessibility and availability of services to “shared” customers.
5. 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.
6. Track and evaluate the outcomes for individuals who face barriers to employment.
7. Use a portion of the funds available for programs and activities to maintain the MassHire Career Center delivery system, including infrastructure and shared costs of MassHire Career Centers, through methods agreed upon by the Local Board, Chief Elected Official, and Partners. If no consensus on methods is reached, the Governor, after consultation with the Chief Elected Official, Local Board, and State Board shall determine the portion of funds to be provided (WIOA sec. 121(a) (h) (1) (C)).
8. Provide representation on the Local Workforce Boards to the extent possible and/or participate in Local Board ad hoc activities/events or on standing committees.
9. 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 OSCC Partner infrastructure cost contributions.
10. Committed to incorporating the values of diversity, equity, and inclusions (DEI) in all of our efforts. We believe every customer and every member of this collaboration enriches our diversity by exposing us to a broad range of ways to understand and engage with the world, identify challenges, and to discover, design and deliver solutions.

V. MEMORANDUM OF UNDERSTANDING

1. *MOU Process* - The Workforce Innovation and Opportunity Act (WIOA) Sec. 121 (c) and WIOA Regulations 20CFR Parts 678.500-510 require that a Memorandum of Understanding be executed between Local Workforce Development Boards (MassHire Berkshire Workforce Board) and the One-Stop Career Center (OSCC) Partners, with the agreement of the chief elected official.

Berkshire WIOA Partners convene quarterly to discuss shared customers, programming, training, resources, and opportunities. During FY21, virtual meetings were used to develop the MOU, to hear from all partners and how they could utilize and expand Career Center services, to network, and for information sharing. Our career pathways are tied to the Berkshire Workforce Blueprint which identifies Healthcare/Social Assistance, Advanced Manufacturing/Trades, and Hospitality/Culinary/Management as priority sectors and Education, Information Technology, Business/Finance and Creative Economy as critical industries.

Our partners convene on a quarterly basis to review systems, outcomes, and identify best practices. We continue to work on a common intake form, shared assessment tool, data sharing, co-location, and cross training for relevant partner staff.

2. *Shared Customer* - To be a shared customer, an individual must meet the eligibility criteria of the Career Center and the Partner agencies. The eligibility criteria for shared customers will vary by organization depending on the Partner services, participant characteristics, and regional employment needs.

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 released from prisons, houses of correction and jails.
- Older Workers
- Young adults with barriers to employment
- Migrant and seasonal farm workers

- a. *Continuum of services* - The Partners agree on a continuum of services available for each priority population in the local workforce area based on a customer-centered design and/or career pathway model. Please see chart below and attached customer flow charts.

Job Seeker Services & Youth		
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	Literacy activities related to work readiness	Programs that combine workplace training with related instruction

providers of training, education, and workforce services		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 an 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 style="text-align: center;">Business Services Team</p> <p>Including at least one rep from each Partner that will meet quarterly 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

3. *Technology and materials available through MassHire Career Center delivery system* -Technology is an essential tool in the management of shared customers throughout the workforce system. Career services are available in one centrally-located OSCC location in Pittsfield, with expanded access through Partner organizations. Phase Two of this MOU development will include technological enhancements that allow interfaces of common information needs, including customer tracking, common case management, reporting, and data collection.

OSCCs will provide:

- Data tracking and case management through MOSES
- Access to MOSES off-site through Citrix connectivity
- Zoom Text screen magnification software
- JAWS speech software
- Large print materials
- Microsoft software on computers and laptops
- Barcode scanning for tracking service
- Mobile barcode scanners for off-site activity
- Online registration for workshops
- Mass JobQuest and Transferable Occupational Relationship Quotient (TORQ) for online job search assistance
- Career Readiness 101
- Online Labor Market Information tools
- Virtual access and services

During FY20, career center services were remote due to the pandemic. Seminars, registration, workshops, counseling, career plans, job search and employment opportunities were conducted virtually via WebEx, Zoom, email, telephone, and other remote platforms. It is anticipated that this will continue and services will be a mix of hybrid opportunities to reach as many customers as possible.

4. *Coordinated staff development and training* - All Partners agree to participate in training and staff development activities that will enhance their understanding of the service delivery system designed for the “shared” customer. Training may include workshops, webinars, peer-to-peer trainings, best practice materials, and other sources identified by Partners. Partners will provide training content material for staff cross training.

5. *Funding and shared infrastructure costs of the OSCC - Including WIOA Partner Joint Policy #02.2017.2, issued on May 10, 2019:* 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.
6. *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.
7. *Performance measures* – The MassHire Berkshire Workforce Board, in partnership with the OSCC Partners, agree to jointly review the WIOA mandated performance indicators for the workforce areas, or metrics negotiated as part of any shared and infrastructure contract costs between a Local Board and the mandated One-Stop Career Center Partner, including incentives and penalties.

Adults Measures

- Job Seekers Employed in the 2nd quarter after exit
- Employee Retention in the 4th quarter after exit
- Median Earnings in the 2nd quarter after exit
- Credential Attainment Rate Obtain recognized postsecondary credential by 4th quarter after exit
- Measurable Skill Gains During program year achieve documented skill gain from education/training

Youth Measures

- Job Seekers Employed or in education or training in the 2nd quarter after exit
- Employee Retention- Employed or in education or training in the 4th quarter after exit
- Median Earnings in the 2nd quarter after exit
- Credential Attainment Rate Obtain recognized postsecondary credential by 4th quarter after exit

- Measurable Skill Gains During program year achieve documented skill gain from education/training
- Employers Measures**

- Effectiveness in Serving Employers Increase in new employers
- Effectiveness in Serving Employers Retention rate of repeat employers
- Effectiveness in Serving Employers Industry penetration rate

8. *Competitive Selection of MassHire Career Center(s)* – The WIOA Required Partners agree to participate in the selection process of MassHire Operators as required by WIOA, at least once every 4 years.
9. *Americans with Disabilities Act and Amendments Compliance* - The Partners of this MOU agree to ensure their policies, procedures, programs, and services are in compliance with the Americans with Disabilities Act of 1990 and its amendments, in order to provide equal access to all customers with disabilities. Additionally, Partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37, and all other regulations implementing the aforementioned laws.
10. *Modifications of this MOU* - The MOU may only be modified by mutual agreement of the WIOA Partners and the MassHire Berkshire Workforce Board. Any such modification must be preceded by a 30-day written notice to all Partners of the intent to modify this agreement, the purpose of such modification, and the Workforce Development Board meeting at which the modification will be discussed.

Any individual party to the umbrella MOU may request a modification to the agreement by making such request in writing to the Workforce Development Board. If such a request affects any other party to the agreement, the Board will provide notification to the other parties.

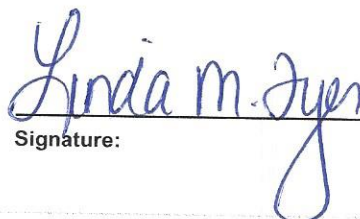
The MOU may be modified at any time to include additional Partners (mandatory or nonrequired) who will sign the agreement and appropriate attachments at the time they are added. All parties to the umbrella MOU will be notified in writing of the intention to add parties to the agreement.

If a Required WIOA Partner's appeal to the State regarding infrastructure costs results in a change to the Partners infrastructure cost contributions, the MOU must be updated to reflect the final One-Stop Partner infrastructure contributions [WIOA §678.500(e)].

VI. 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

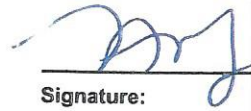

 Signature: _____

Date: _____


Eva Sheridan, President
MassHire Berkshire Workforce Board

 5/9/21
Signature: Date:


Heather P. Boulger, Executive Director
MassHire Berkshire Workforce Board

 5/14/21
Signature: Date:

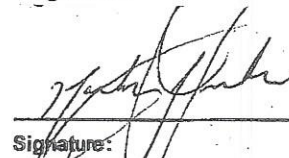
Melanie Gelaznik, Executive Director
MassHire Berkshire Career Center

 6/3/2021
Signature: Date:


Ann Deres, Operations Manager
Division of Career Services

 6/9/21
Signature: Date:

Nathan Skrocki, Regional Director
MA Commission for the Blind

 05/19/21
Signature: Date:

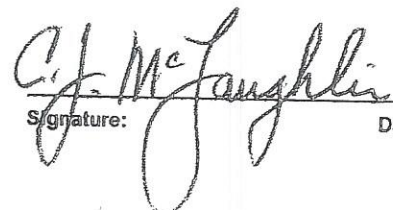
Catherine Holladay
MA Rehabilitation Commission

 5/18/21
Signature: Date:

Deni Evans, Director, Pittsfield
Department of Transitional Assistance

 6/2/2021
Signature: Date:

Christopher McLaughlin, Executive Director
Elder Services of Berkshire County, Inc.

 5/17/21
Signature: Date:

Ana Suffish, Director, Adult & Community Learning,
Berkshire Community College

 5/14/21
Signature: Date:

Paul Gage, Director
Pittsfield Adult Learning Center

 5/18/21
Signature: Date:

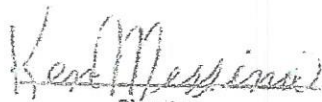
Paul Petritis, Associate Dean at MCLA for Adult &
Community Learning Services


Signature: June 16, 2021
Date:

TBD Deborah Leonczyk
Berkshire Community Action Council


Signature: 5/17/2021
Date:

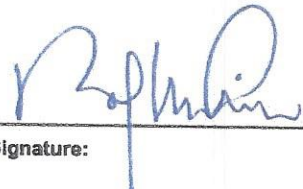
Ken Messina
Trade Adjustment Assistance


Signature: 6/14/2021
Date:

TBD, Veteran's Services
Pittsfield

Signature: Date:

Brad Little, Superintendent
Berkshire County Sheriff's Department


Signature: 4/30/21
Date:

Ellen Kennedy, President
Berkshire Community College


Signature: Date:

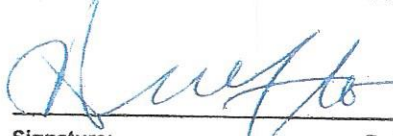
James Brosnan, Superintendent
McCann Technical School


Signature: 14 May 21
Date:

Brad Gordon, Director
Berkshire Regional Housing


Signature: Date:

Heriberto Flores, President/CEO
New England Farmworkers' Council


Signature: 5/13/2021
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.

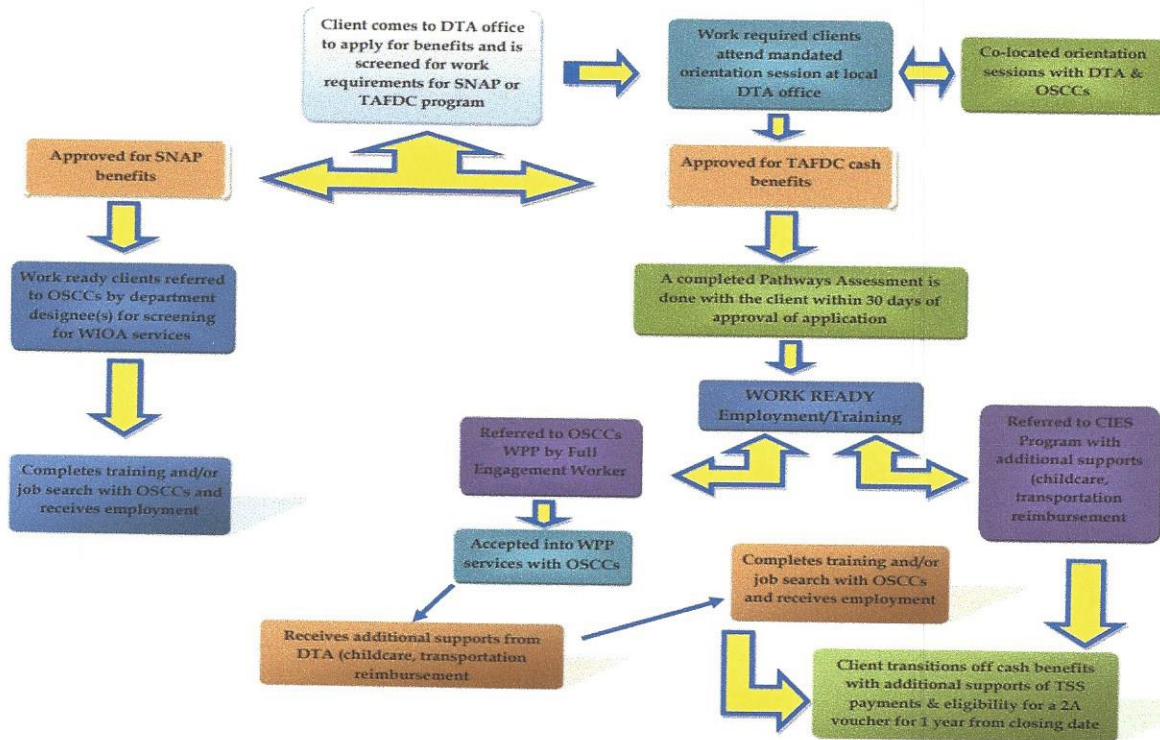
End of Signatories

as well as to update the MOU to satisfy all requirements as identified by WIOA.

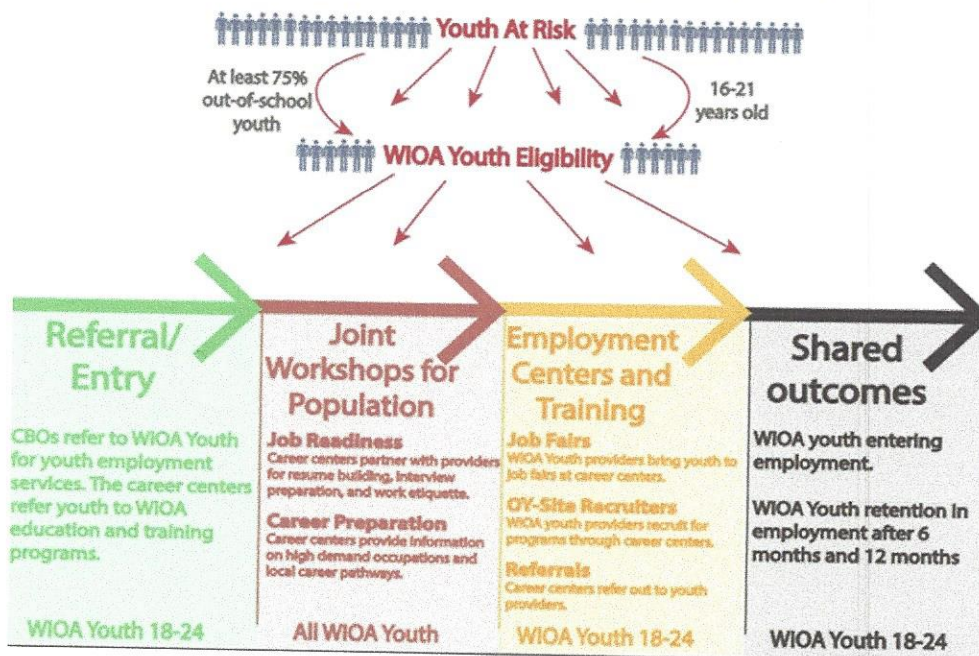
End of Signatories

Berkshire County Customer Flow Charts

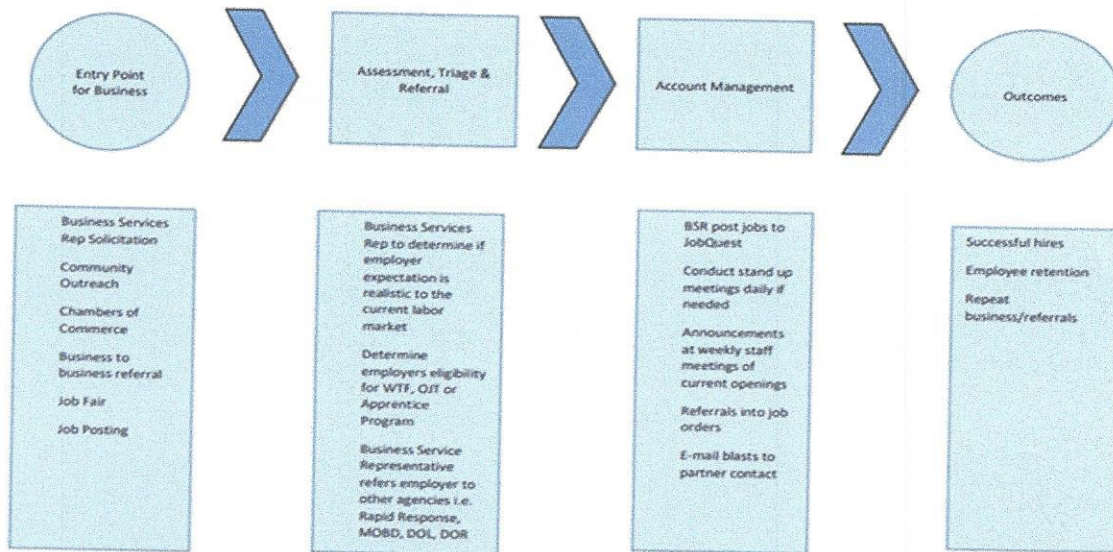
Credit to Boston PIC for development



WIOA Youth Flowchart for Shared Customer Model



BUSINESS CUSTOMERS/Demand Driven 2.0



Customer Flow with Partners

